SPECIFICATIONS, INSTRUCTIONS AND BID SHEETS

FOR

REQUEST FOR PROPOSAL #21249

Repair Services for Kitchen Equipment

FOR THE

CLEVELAND MUNICIPAL SCHOOL DISTRICT

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

UNDER THE DIRECTION OF THE SCHOOL NUTRITION SERVICES DIVISION FOR THE BOARD OF EDUCATION OF THE CLEVELAND METROPOLITAN SCHOOL DISTRICT CUYAHOGA COUNTY, OHIO
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Section I: Notice of Request for Proposal #21249

Separate Sealed bids for the requirement set forth below will be received via hand delivery in the Cashier’s Office of the Cleveland Metropolitan School District located at 1111 Superior Avenue E, 1st Floor Welcome Center, Cleveland, Ohio 44114 or via mail delivery to Cleveland Metropolitan School District located at 1111 Superior Avenue E, Suite 1800, Cleveland, Ohio 44114 until 1:00 p.m. current local time on June 20, 2018. This RFP will be opened immediately following the Bid cutoff time in the 19th floor conference room at 1111 Superior Avenue E, Cleveland, Ohio 44114.

Repair Services for Kitchen Equipment

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

There will be a Pre-Bid Conference for this Invitation to Bid on May 31, 2018 at 3:00 PM. The Pre-Bid Conference will be at East Professional Center 1349 East 79th Street, Cleveland, OH 44103. Attendance at the Pre-Bid Conference is encouraged but not mandatory.

All questions and correspondence related to this RFP must be submitted in WRITING ONLY by 12:00 p.m. on June 4, 2018 at the email address given above. All questions with corresponding answers will be sent to every prospective vendor and posted on the website no later than June 11, 2018. Any errors and/or omissions reported will be addressed via Addenda.

A certified check for 10% of the total amount of the bid payable to the Treasurer of the Cleveland Metropolitan School District, or a satisfactory bid bond executed by the bidder and a Surety company shall be submitted with each bid on a form supplied by the bondsman. The Surety Company must be licensed to do business in the State of Ohio and acceptable to the Chief Financial and Administrative Officer. The successful bidder will be required to furnish a satisfactory performance bond amounting to 100% of the contract amount.

No bid may be withdrawn for at least sixty (60) days after the deadline for submittal.

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

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

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

M. Angela Foraker
Executive Director, Procure to Pay
May 24, 2018
Section II: Letter to Bidders

Date: May 24, 2018
Subject: Repair Services for Kitchen Equipment

To All Vendors:

In order to be considered, all bids must be received via hand delivery in the Cashier’s Office of the Cleveland Metropolitan School District located at 1111 Superior Avenue E, 1st Floor Welcome Center, Cleveland, Ohio 44114 or via mail delivery to Cleveland Metropolitan School District located at 1111 Superior Avenue E, Suite 1800, Cleveland, Ohio 44114 on or before 1:00 p.m., June 20, 2018. All bids must be submitted in a sealed envelope or package. One (1) original, with blue ink signatures, two (2) copies of the bid, and one (1) electronic format bid on a USB flash drive including supporting documentation, must be submitted. The Bid Name and Bid Number must be stated on the exterior of the submission envelope(s), including shipping labels.

Written questions will be accepted via e-mail until 12:00 p.m. on June 4, 2018. No telephone calls will be permitted. Send questions via e-mail to: seletha.thompson@clevelandmetroschools.org. Bid number and title must be included. All questions/concerns with corresponding answers will be sent to every prospective vendor. Any errors and/or omissions reported will be addressed via Addenda which will be issued no later than June 11, 2018.

Under no circumstances should any person or firm interested in providing services identified in this Bid, their designees, or any affiliated with their firm, contact any other District employee or official during the Bid process in an attempt to lobby or influence the selection of a vendor pursuant to this Bid.

Bids will be opened immediately following the deadline at 1111 Superior Ave, Cleveland, Ohio 44114. After all submissions have been reviewed, the final evaluations of the committee will determine the lowest responsive and responsible awarded vendor. Vendors will be notified, in writing, of award and non-award status upon receipt of an approved resolution.

A certified check for 10% of the total amount of the bid payable to the Treasurer of the Cleveland Metropolitan School District, or a satisfactory bid bond executed by the bidder and a Surety company shall be submitted with each bid on a form supplied by the bondsman. The Surety Company must be licensed to do business in the State of Ohio and acceptable to the Chief Financial and Administrative Officer. The successful bidder will be required to furnish a satisfactory performance bond amounting to 100% of the contract amount.

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

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

Sincerely,

M. Angela Foraker
Executive Director, Procure to Pay
Part 1: Required Purchasing Division Documents and Instructions

Section I: Instructions to Bidders

Repair Services for Kitchen Equipment

1. All Bids shall be made upon the Bid Form(s) furnished. All information requested in the bid and in the bid package must be filled in legibly and completely with blue ink signatures, or the bid may be considered non-responsive. No oral, telephonic or telegraphic bids or modifications will be considered. The **Bid Name and Bid Number** must be stated on the exterior of the submission envelope(s), including shipping labels.

2. Bids are due at the Cashier’s Office of the Board of Education, Cleveland Metropolitan School District, Administration Building, 1111 Superior Avenue E, Suite 1800, Cleveland Ohio, 44114, on or before **1:00 p.m. current local time on June 20, 2018**. Bid will be opened publicly.

3. All submissions must include **One (1) original, with blue ink signatures, two (2) copies, and one (1) electronic format bid on a USB flash drive**. Vendors not complying with this requirement will be notified that they have twenty-four (24) hours in which to comply with this requirement or their Bid will be **disqualified**. This applies to **copies only**.

4. No Bid may be withdrawn for at least sixty (60) days after receipt of bids at **1:00 p.m. current local time, on June 20, 2018**.

5. Written questions may be directed to the Purchasing Division via email to: **seletha.thompson@clevelandmetroschools.org**. The District will **NOT ACCEPT** any telephone calls regarding any of the submittals and/or “short lists.” Under no circumstances should any firm interested in providing the services identified in this Bid, their designees, or anyone affiliated with their form, contact any other District employee or official during the Bid process, in an attempt to lobby or influence the selection of a vendor pursuant to this Bid. No oral, telephonic, telegraphic, or electronic modifications will be considered. All materials submitted are as is.

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

7. Bidder understands and agrees that subsequent to submission of the Bid, any District resolution authorizing the award of a contract or agreement does not vest any contractual rights in the bidder.

8. Bidder understands and agrees that any such District resolution operates only to encumber funds necessary for the project and does not create a binding contract.

9. Bidder further acknowledges and agrees that any such District resolution may be revoked, at any time prior to execution of a formal, written contract.

10. Bidder acknowledges and agrees that it has no vested contractual right until such time as a purchase order and contract have been issued.
11. Bidder further acknowledges and agrees that execution of a contract and issuance of a purchase order is not a ministerial function, but is a formal requirement for acceptance of the bid.

12. Bidder must present evidence to the District, upon request, that they are fully competent and have the necessary facilities, equipment and financial resources to perform the work required in the Specifications within the time frame required.

13. Each and every page must have the bidder’s company name in the header or footer.

14. No binding of any kind should be used: use only binder clips. No staples, No paper clips, No binders, No tabs should be used; use colored paper to separate Sections. Failure to comply with submission formation may result in the submittal being disqualified.

15. Any and all changes must be initialed by the bidder.

16. The District reserves the right to award the bid in whole or in parts, by item, by group of items, to a single vendor; or to multiple vendors, where such action serves the best interests of the District.

17. This Bid should be submitted before **1:00 p.m. current local time, June 20, 2018** to the Cleveland Metropolitan School District, Cashiers Office of the Cleveland Metropolitan School District, 1111 Superior Avenue E, Suite 1800 Cleveland, Ohio 44114, the submission to include One (1) original, with blue ink signatures, two (2) copies, and one (1) electronic format bid on a USB flash drive of the following:

   a. Completed Bid Form including evidence of State certification to perform the work required.
   
   b. Signed Acknowledgement for Instructions to Bidders.
   
   c. Completed and notarized Bidder’s Qualification Form.
   
   d. Signed Conflict of Interest Form
   
   e. Completed and notarized Non-Collusion Affidavit.
   
   f. Completed and notarized EOA Compliance Declaration documents.
   
   g. Completed and notarized Diversity Business Enterprise Participation Forms.
   
   h. Properly executed Affidavit and/or Company Board of Directors Resolution authorizing certain person to sign legal documents such as the Bid Form, Bidder’s Qualification Form, etc.
   
   i. Completed Debarment Form
   
   j. A certified check for 10% of the total amount of the bid payable to the Treasurer of the Cleveland Metropolitan School District, or satisfactory bid bond executed by the bidder and a Surety company shall be submitted with each bid on a form supplied by the bondsman.
18. Bidder shall not include Ohio Sales Tax in the price quoted. The Cleveland Metropolitan School District will provide tax exempt certificate to the successful Bidder upon request.

19. SECURITY

Vendor’s workmen, foremen, other personnel, and subcontractors on CMSD sight will be required to meet Cleveland Metropolitan School District security requirements. Contractor must issue personnel I.D. badges. Any worker not complying with CMSD security requirements will immediately be ordered off project and without prejudice or recourse to CMSD.

- Vendor agrees to successfully complete background checks on all of its employees, agents, and subcontractors who provide services under this Agreement to CMSD facilities. Vendor agrees to warrant that it will not at any time hire or utilize any individual to provide services under this Agreement on CMSD premises where such person has been convicted of, or pleaded guilty to, any criminal offense enumerated in O.R.C. 3319.39(B).

20. INSURANCE

The successful company, their subcontractors and suppliers of labor and/or materials for providing Repair Services for the Cleveland Metropolitan School District, including organizations having personnel, equipment and vehicles on District property, shall provide evidence of insurance as follows:

a. Commercial General Liability
   $1,000,000.00 Limit of Liability
   including limited contractual liability (per occurrence)

b. Automobile Liability
   $1,000,000.00 Limit of Liability
   including non-owned, and hired (per occurrence)

c. Workers Compensation
   Workers compensation and employer’s Insurance to the full extent as required

d. Professional Liability
   $1,000,000/ $3,000,000
   By applicable law
   per occurrence/in the aggregate

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

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

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

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

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

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

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

22. **ADVERTISING**

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

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

a. All Purchasing Documents set forth in Part I herein;

b. Certified Purchase Order or Supplier Contract to be issued to Lowest Responsive and Responsible Bidder;

c. Specifications herein;

d. Notice to Bidders;

e. Instructions to Bidders;

f. Bid Form;

g. Bid Guaranty;

h. All applicable addenda, attachments, and exhibits hereto.

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

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

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

(Name of Company)

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

By: __________________________________________
    (Name and Title)

Date: ______________________________
### Section III: Vendor Request Form

**VENDOR INFORMATION**

<table>
<thead>
<tr>
<th>VENDOR NUMBER (IF APPLICABLE)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>VENDOR NAME</td>
<td></td>
</tr>
<tr>
<td>ADDRESS LINE 1</td>
<td></td>
</tr>
<tr>
<td>ADDRESS LINE 2</td>
<td></td>
</tr>
<tr>
<td>CITY</td>
<td>STATE</td>
</tr>
<tr>
<td>TELEPHONE NO.</td>
<td>FAX NO</td>
</tr>
<tr>
<td>E-MAIL ADDRESS</td>
<td></td>
</tr>
<tr>
<td>PRIMARY CONTACT PERSON</td>
<td></td>
</tr>
</tbody>
</table>

**REMIT TO (IF DIFFERENT FROM ABOVE)**

<table>
<thead>
<tr>
<th>VENDOR NAME</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>ADDRESS LINE 1</td>
<td></td>
</tr>
<tr>
<td>ADDRESS LINE 2</td>
<td></td>
</tr>
<tr>
<td>CITY</td>
<td>STATE</td>
</tr>
<tr>
<td>TELEPHONE NO.</td>
<td>FAX NO</td>
</tr>
</tbody>
</table>

**PRIMARY SERVICE, PRODUCT, OR SPECIALTY:**

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

PLEASE INDICATE WHERE APPLICABLE

- DIVERSITY BUSINESS ENTERPRISE: YES [ ] NO [ ]
- MINORITY BUSINESS ENTERPRISE: [ ]
- FEMALE BUSINESS ENTERPRISE: [ ]
Section IV: Taxpayer ID Form

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

1. Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2. Business name disregarded entity name, if different from above.

3. Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.
   - Individual/s sole proprietor or single-member LLC
   - Corporation
   - Partnership
   - Trust/estate
   - Limited liability company
   - 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 codes (if any)

5. Address (number, street, and apt. or suite no.) See instructions.
   Requestor’s name and address (optional)

6. City, state, and ZIP code

7. List account number(s) here (optional)

Part I: Taxpayer Identification Number (TIN)

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

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

Social security number

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 for Part I, later.

Sign Here | Signature of U.S. person | Date

General Instructions

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

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

Purpose of Form

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

- Form 1099-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 1098-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.
Section V: No Bid Form

RFP # 21249

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

To all Prospective Bidders/Proposers:

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

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

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

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

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

Name of Company: ____________________________________________________________

Company Representative: _______________________________________________________

Address: ________________________________________________________________

City, State: ____________________ Zip Code: ____________________

Telephone Number: ____________________

Fax Number: ____________________

Date: ____________________
Section VI: Conflict of Interest Form

Statement of Potential Conflicts of Interest

<table>
<thead>
<tr>
<th>Vendor Name:</th>
<th>Primary Contact:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address 1:</td>
<td>Telephone #:</td>
</tr>
<tr>
<td>Address 2:</td>
<td>Fax #:</td>
</tr>
<tr>
<td>City:</td>
<td>Email:</td>
</tr>
<tr>
<td>State, Zip:</td>
<td>Website:</td>
</tr>
</tbody>
</table>

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)

(organization)

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

__________________________

(signature)

Subscribed and sworn before me this ______day of ____________, 20_____

Notary Public: ________________________________

My commission expires: ________________________________
Section VII: Certificate of Debarment

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 28, 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

SBA Form 1623 (10-88)
INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency’s determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions,” provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
Section VIII: Addendum Acknowledgement Form

RFP #21249

Repair Services for Kitchen Equipment

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

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Proposer: ____________________________

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

Signature: ____________________________ Date: ____________________________
Section IX: Bidder Qualifications Form

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

BIDDER NAME: _________________________________________________________________

ADDRESS: _____________________________________________________________________

CITY, STATE: __________________________________________________ ZIP: ____________

CONTACT PERSON: _____________________________________________________________

TITLE: ________________________________________________________________________

TELEPHONE: (         ) ____________________________ TOLL FREE: (       ) __________

TAXPAYER IDENTIFICATION NUMBER: _____________________________________________

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

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

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

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

5. If you are currently a corporation, list the following:
   a. State of incorporation
   b. Date of incorporation
   c. President’s name
   d. Secretary’s name
   e. Treasurer’s name
   f. Statutory agent’s name
   g. Name of shareholders, if less than 10
h. Principal place of doing business

6. If you are currently in a partnership, list the following:
   a. Name and address of all general and limited partners.
   b. Original name and date of organization’s inception

7. If you are neither a corporation nor a partnership, please describe your organization and list principals.

8. Are you legally qualified to do business in the State of Ohio?

9. Are you legally qualified to do business in Cuyahoga County and licensed by the City of Cleveland?

10. Has your organization ever been (i) declared by a customer to be in default under a contractor and/or (ii) sued by a customer for failure to completely a contract or properly perform services in a timely manner? If yes, please state where, when, and why.

11. Has your organization ever been cited by a local, county, state, or federal authority for violation of a regulation or statute or failing to timely complete a contract in accordance with specifications? If yes, please state date, agency, and final disposition.

12. Has your organization ever filed for bankruptcy? If yes, please state where, when and why?

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

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

15. What is the dollar limit of your firm’s General (CLS) Liability Insurance?
   
   Name of insuring company: __________________________________________________________
   
   Policy number: ________________________________________________________________
16. What is the dollar limit of your firm’s Automotive Liability Insurance?

Owned vehicles____________________________________________________

Non-Owned vehicles________________________________________

Name of insuring company______________________________________________

Policy number_______________________________________________________

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

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

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

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

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

_________________________________________________ being duly sworn and deposes says
that he/she is the ________________________________________________________________of
__________________________________________________________, and answers to all the
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 X: State of Ohio Insurance

SAMPLE

STATE OF OHIO

DEPARTMENT OF INSURANCE

CERTIFICATE OF COMPLIANCE

As Superintendent of Insurance of the State of Ohio, I do hereby certify that ________________________________
a corporation located at ________________________________
in the State of ________________________________
with the laws of this state applicable to it, and is authorized to transact in this state its appropriate business of insurance as prescribed under Section 3941.02.
of Ohio, including Fidelity Insurance.

From ________________________________ 20____, until ________________________________

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

Superintendent of Insurance of Ohio
Section XII: Non-Collusion Affidavit

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

NON-COLLUSION AFFIDAVIT
State of Ohio, Cuyahoga County

_____________________________________________, being first duly sworn, deposes and says that

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

____________________________________
Affiant

Sworn to and subscribed before me this _______ day of ___________, 20______.

_________________________________________
Notary Public in and for Cuyahoga County, Ohio

My commission expires: _____________________
Section XIII: Diversity Business Enterprise Program and Participation Forms

PROGRAM OVERVIEW

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

The DBE program shall make every good faith effort to ensure that certified DBE’s in the relevant Cleveland Municipal School District geographic market have the maximum opportunity to 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.
TERMS AND CONDITIONS OF NOTICE AND REQUIREMENTS TO ENSURE DIVERSITY BUSINESS ENTERPRISE (DBE) OPPORTUNITY

Definition of DBE: A Diversity Business Enterprise (DBE)

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

1. “Socially diverse individuals” means individuals who have been subjected to racial or ethnic prejudice or culture bias because of their identity as a member of a group without regard to their qualities as individuals.

2. “Economically diverse individuals” means socially diverse individuals whose ability to compete in the free enterprise system is impaired due to diminished opportunities to obtain capital and credit as compared to others in the same line of business who are not socially diverse. Individuals who certify that they are members of named groups (African Americans, Hispanic Americans or Latin Americans, Native Americans, Asian-Pacific Islander Americans, Subcontinent Asian Americans) are to be considered socially and economically diverse.

Definition of FBE: Female Business Enterprise (FBE)

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

1. Which is at least fifty-one (51) percent owned by one or more women; or, in the case of any publicly owned business, at least fifty-one (51) percent of the stock of which is owned by one or more women and;

2. Whose management and daily business operations are controlled by one or more woman.

TERMS

1. DBE participation will be counted toward meeting the goals outlined in the notice as follows:
   a. The total dollar value of a correct contract or subcontract 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 join vendor will be counted toward the applicable goal. (PLEASE RETURN DBE FORM E)
   c. Only expenditures to DBE that perform a commercially useful function in the work of a contract or subcontract or indirect subcontract will be counted toward DBE goals. A DBE is considered to perform a commercially useful function when it is responsible for execution of a distinct element of work of a contract or subcontract and carries out its responsibilities by actually performing, managing, and supervising the work involved. If a DBE contractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of normal industry practices, the DBE is presumed not to be performing a commercially useful function. The DBE may present evidence to rebut this presumption.
d. The total dollar value of materials and supplies obtained from DBE suppliers and manufacturers will be counted toward DBE goals if the DBE assumes the actual and contractual responsibility for the provision of the materials and supplies.

2. A bidder who fails or refuses to complete and return this Notice may be deemed a non-responsive bidder.

3. The contractor’s goals as set forth in this Notice shall express the contractor’s commitment to the percentage of DBE utilization during the term of this contract. The contract shall be deemed to have met its commitment for DBE utilization if the DBE utilization rate of the contractor meets the goals established by this Notice.

4. The contractor must receive the approval of the District before making substitutions for any subcontractors listed in the Notice. Substitution of DBE is not allowed unless the contractor receives District approval.

5. The contractor’s commitment to a specific goal is to meet the DBE objectives and is not INTENDED and shall not be used to discriminate against any qualified company or group or companies.

6. The contractor’s commitment to a specific goal for DBE utilization as required by this Notice shall constitute a commitment to make every good faith effort to meet such goal by subcontracting to or undertaking to joint venture with DBE firms. If the contractor fails to meet the goal, it will carry the burden of furnishing sufficient documentation as part of the bid response of its good faith efforts to justify a grant of relief from the goals set forth in this Notice. Such justification will take the forms of a detailed report which will document at least the following information:
   a. Attendance at the pre-bid meeting, if any, scheduled by the District to inform DBE’s of Subcontracting opportunities under a given solicitation.
   b. Advertisement in general circulation media, trade association publications, and minority-focus media for at least twenty (20) days before bids or proposals are due. If twenty (20) days are not available, publication for a shorter reasonable time is acceptable.
   c. Written notification to DBE that their interest in the contract is solicited, and follow-up contact to determine whether the DBE’s were interested.
   d. Efforts made to select portions of the proposed work to be performed by DBE in order to increase the likelihood of achieving the stated goals.
   e. Efforts to negotiate with DBE for specific sub-bid, including at a minimum:
      i. The names, addresses, and telephone numbers of DBE’s that were contacted.
      ii. A description of the information provided to DBE regarding the plans and specifications for portion of the work to be performed; and
      iii. A statement of why additional agreements with DBE were not reached.
      iv. Completion of (Form E) if DBE’s are not involved in the 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,
7. Suppliers/contractors that fail to meet DBE goals and fail to demonstrate sufficient good faith efforts are not eligible for contract awarded.

8. The District, through its Diversity Officer will review the contractor’s minority business enterprise involvement efforts during performance of this contract. Such review will include, but not be limited to, contractor’s quarterly statement of income from the District and what portion of said income went to the DBE enterprise(s) as evidenced by affirmation of the DBE enterprise(s) which the contractor hereby agrees to supply each quarter during the term of its contract with the District. If the contractor meets its goal or if the contractor demonstrates that every reasonable effort has been made to meet its goal, the contractor shall be presume to be in compliance. Where the Diversity Officer finds that the contractor shall be presume to be in compliance. Where the Diversity Officer finds that the contractor has failed to comply with the requirements of this Notice, said Diversity Officer shall inform the Purchasing Director who shall immediately notify the contractor to take corrective action. If the contractor fails or refuses to comply promptly, then the Purchasing Director, upon approval of the District, shall issue an order shopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made subject of claim for extension of time or for excess costs or damages by the contractor. When the District proceeds with such formal action it has the burden of proving that the contractor has not met the requirements of coming forward and showing that it has met the good faith requirements of the Notice, specifically including paragraph 7 hereof. Where the contractor is found to have failed to exert every good faith effort to involve DBE in the work provided, the District may declare that the contractor is ineligible to receive further District funds, whether as a contractor, subcontractor, or as a consultant, for a period of up to three (3) years.

9. The contractor will keep records and documents for three (3) years following performances of this contract to indicate compliance with this Notice. These records and documents, or copies thereof, will be made available at reasonable times and places for inspection by any authorized representative of the District upon request together with any other compliance information which such representative may require.

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

11. Nothing in this Notice shall be interpreted to diminish the present contract compliance review.
1: DBE Form A

Name of Firm: ________________________________________________

Address: ____________________________________________________

City, State, Zip Code: _________________________________________

Telephone Number: ______________________________

Type of Business (Product or Service): ____________________________

Date of Proposed Contract Award: ______________________________

Amount of Proposed Contract Award: _____________________________

Diversity Business Enterprise Subcontractor(s):

________________________________________________________________

Dollar Amount Subcontract Award: ________________________________

Percent of Subcontract Award: ________________________________

  D.B.E. Participation: __________________ $_____________________

  F.B.E. Participation: __________________ $_____________________

Name of EEO Officer: __________________________________________

________________________________________________________________

(Signature of owner, partner, or authorized officer)

Name: __________________________________________ Dated: ____________

(printed)

Title: _________________________________________________________

______________________________

DO NOT COMPLETE BELOW THIS LINE

______Compliant  ______Compliance Pending  _______Non-Compliant

Compliance Date: ______________________

______________________________  _____________

(signature, DBE Department)  (date)
NOTICE OF REQUIREMENT TO ENSURE DIVERSITY BUSINESS ENTERPRISE (DBE) OPPORTUNITY

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

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

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

Bidder: __________________________________________

Date: ____________________________

By: ________________________________

Title: ______________________________

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3: DBE Form C

SCHEDULE MBE/FBE PARTICIPATION

Project Name: ____________________________________________________________

Name of Non-DBE Contractor: ________________________________________________

Identification Number: ________________________________________________________

Location: ___________________________________________________________________

Name of Minority Contractor: _________________________________________________

Address: ____________________________________________________________________

City, State, Zip: __________________________________________________________________

Type of work to be performed and work hours involved:
________________________________________________________________________________

Projected commencement and completion dates for work:
________________________________________________________________________________

Agreed price in dollars or percentage:
________________________________________________________________________________

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

TO BE RETURNED WITH THE BID

__________________________________________________
Signature of Non-DBE Prime Contractor

Date: ____________________________
DBE LETTER OF INTENT

To: ________________________________________________________________

Non-DBE Prime or General Bidder

Project: ______________________________________________________________

NON-DBE PRIME OR GENERAL BIDDER

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

☐ an individual  ☐ a corporation  ☐ a partnership  ☐ a joint venture

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

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

________________________________________________________________________

________________________________________________________________________

at the following price or percent of contract: $______________________________

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

Items ________________________________________________________________

Projected Commencement Date ______________________________

Projected Completion Date ______________________________

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

________________________________________________________________________

Date Name of DBE Firm (where applicable)

Signature of DBE (where applicable) Signature of MBE Firm

(TO BE RETURNED WITH RFP)

________________________________________________________________________

Name of FBE Firm

Signature of FBE Firm
5: DBE Form E

DBE Unavailability Certification

I, __________________________________________, __________________________

Name Title

Of ___________________________________________ , certify that on___________

Date

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

Board Project: __________________________________________________________

Minority Contractor: _______________________________________________________

Work Items Sought: _________________________________________________________

Form of Bid Sought: _________________________________________________________

Female Contractor: _________________________________________________________

Work Items Sought: _________________________________________________________

Form of Bid Sought: _________________________________________________________

To the best of my knowledge and belief said minority business enterprise was unavailable (exclusive of the

unavailability due to lack of agreement on price) for work on this project or unable to prepare a bid for the

following reason(s):

___________________________________________________________________________________

___________________________________________________________________________________

___________________________________________________________________________________

___________________________________________________________________________________

___________________________________________________________________________________

____________________________  __________________________
Signature, Non-DBE prime Bidder Date

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

Date by  ______________________________

Non-DBE Prime Bidder

____________________________
Signature, Non-DBE Prime Bidder

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

____________________________
Signature, Non-DBE prime Bidder
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____________________________________
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)

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.
STATE OF OHIO CUYAHOGA COUNTY AFFIDAVIT

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

Name of Firm (Prime) Name of Firm (DBE)

Signature Signature

Name and Title Name and Title

Date Date

STATE OF  )  COUNTY OF  ) SS.

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

(Seal)

Notary Public

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

A. SUBMISSION OF VENDOR EMPLOYMENT PRACTICE REPORT

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

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

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

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

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

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

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

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

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

**B. EVALUATION OF COMPLIANCE DATA**

1. The Diversity Officer will evaluate data submitted by vendors who are recommended to receive District bids and contracts. Vendors found in compliance with the District’s Equal employment opportunity standards (Affirmative Action and DBE Program) will be placed on the approved vendor’s list.

2. In the event that a vendor is found not in compliance with the District’s equal employment opportunity standards, the Diversity Officer will inform the Purchasing Director of the Reason(s) and ask that the Purchasing Director not award the contract or bid to the vendor pending compliance. The Purchasing Director 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 bidders to resources which may be of assistance in developing affirmative action programs.

3. In the event that a vendor who has been awarded a District contract does not make satisfactory progress toward goals in the affirmative action program, the District will not negotiate a new contract until the vendor assures the Diversity Officer that significant progress will be made.

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

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

2. The vendor is found not to be in compliance with EEO laws, regulations and District policy, and does not have an acceptable Affirmative Action Program, or if the vendor has an acceptable Affirmative Action Program but the Diversity Officer determines the vendor has not made satisfactory progress toward goals in the plan and shows no promise of achieving the goals.

3. Any inconsistencies of misrepresentation of the facts in any of the requested information designed to portray the vendor in a more favorable position with respect to Equal Employment Opportunity Compliance will be grounds for cancellation of the contract by the Purchasing Director upon recommendation by the Diversity Officer and confirmation by the Cleveland Municipal School District.
Form 1: Vendor Contract Compliance Form

Name of Firm: ________________________________________________________________

Address: ____________________________________________________________________

City, State, Zip Code: __________________________________________________________

Telephone Number: ____________________________________________________________

Standard Metropolitan Statistical Area: ____________________________________________

Recruitment Area: ______________________________________________________________

Type of Business (product or service): ___________________________________________

Name of EEO Officer: __________________________________________________________

Signature of Owner, Partner, or Authorized Officer: _________________________________

Name (type or print): ___________________________________________________________

Date: ___________________________ Title: __________________________

Do not complete below this line

Status of Vendor:

___ Compliance                ___ Conditional Compliance

___ Non-Compliance             ___ Compliance Pending

Comments: _________________________________________________________________

____________________________________________________________________________

Date: ___________________________ Signature: _________________________________
Form 2: Compliance Declaration

The following must be filled out completely:

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

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

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

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

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

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

________________________________________
(Name of Company)

________________________________________
(Signature of Company Official)

Date: _____________________

STATE OF (________)
COUNTY OF (________)SS.

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

Its __________________________, who acknowledged that they knowingly signed the aforesaid instrument, and that the same is their free act and deed duly authorized and the free act and deed of said company.

IN TESTIMONY WHEREOF, I have hereto set my hand and affixed seal at __________________________, __________________________, this day of _________, 20______.
DESCRIPTION OF JOB CATEGORIES

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

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

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

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

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

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

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

LABORERS (UNSKILLED)
Workers in manual occupations which generally require no special training. Perform elementary duties that may be learned in a few days and require the application of little or no independent judgment. Includes: garage laborers, car washers and greasers, gardeners (except farmers), ground-keepers, long-shore workers, craftsperson and stevedores, lumber’s and wood chippers, laborers performing lifting, digging, mixing, loading, and pulling operations, and kindred workers.
SERVICE WORKERS
Workers in both protective and non-protective service occupations. Includes: attendants (hospital and other instruction, professional and personal service), barbers, and cleaners, cooks, guards, door keepers, stewards, janitors, police officers and detectives, porters, food services, and kindred workers.

APPRENTICES
Persons employed in a program including work training and related instruction to learn a trade or craft which is traditionally considered an apprentice, regardless of whether the program is registered with a Federal or State agency.
Form 3: Employment Data Form

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

<table>
<thead>
<tr>
<th>Job Categories</th>
<th>ALL EMPLOYEES</th>
<th>MALES</th>
<th>FEMALES</th>
<th>MALES</th>
<th>FEMALES</th>
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<td>WHITE (NOT OF HISPANIC ORIGIN)</td>
<td>BLACK (NOT OF HISPANIC ORIGIN)</td>
<td>ASIAN AMERICAN OR PACIFIC ISLANDER</td>
<td>AMERICAN INDIAN OR ALSKAN NATIVE</td>
<td>HISPANIC</td>
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<td>OFFICIALS, MGRS &amp; SUPERVISORS</td>
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<td>PROFESSIONALS</td>
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<td>OPERATIONS (SEMI-SKILLED)</td>
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<td>TOTAL</td>
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</table>

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

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

FIRM OR CORPORATE NAME: ___________________________ DATE: ___________________________

SIGNATURE: ___________________________ TITLE: ___________________________
This agreement is made on this _____ day of ______________________ 201_, by and between


Supplier Name
Address, City, State, Zip

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

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

   (State
   Purpose)

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

   

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

2. **TERM.** This Agreement shall commence on the date executed by the second of the Parties to sign this instrument and shall terminate on acceptance of all equipment, supplies, goods, services and deliverables described above and no later than ______________________ (Date); provided, however, that the District may terminate this Agreement without obligation and without cause by giving fourteen (14) days written notice to the Supplier under the Termination for Convenience clause below.
3. **COMPENSATION.** Subject to the terms and conditions of this Agreement, the District agrees to pay the Supplier an amount not to exceed:

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<tr>
<th>spell out dollar amount</th>
<th>Dollars ($  ),</th>
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4. **PAYMENT FOR THIS CONTRACT SHALL BE:**

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<tr>
<th>spell out dollar amount</th>
<th>Dollars ($  ),</th>
</tr>
</thead>
</table>

payable as follows (state payment terms):

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

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

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

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

<table>
<thead>
<tr>
<th>Fund</th>
<th>Cost Center</th>
<th>Function</th>
<th>Spend Category</th>
<th>Program</th>
</tr>
</thead>
</table>

Additional Worktags: ________________________

Additional Worktags: ________________________

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

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

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

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

10. **NO DAMAGES FOR DELAY.** The District shall not be held responsible for any loss, damage, costs, or expenses sustained by the Supplier as the result of any project delays, disruptions, suspensions, work stoppages, or interruptions of any kind, whether reasonable or unreasonable or whether occasioned by changes ordered in the work or otherwise caused by an act or omission of the District, its agents, employees, or representatives, or by any cause whatsoever beyond the control of the Supplier.
11. FINDINGS FOR RECOVERY/ DEBARMENT OR SUSPENSION. [ATTACH CERTIFICATION FROM AUDITOR OF STATE’S WEBSITE AND FEDERAL SYSTEM FOR AWARD MANAGEMENT (SAM) WEBSITE]

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

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

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

12. CRIMINAL BACKGROUND CHECK. Supplier agrees to successfully complete a criminal background check on any of its employees who provide services under this Agreement in the school district and who are required by Ohio Revised Code Section 3319.39, 3319.31 or 3319.392, as amended. A copy of all such background checks shall be provided by the Supplier to the District at the Supplier’s expense.

13. DISCRIMINATION. Supplier certifies that it does not discriminate and covenants that it shall not discriminate on the basis of race, religion, marital status, color, national origin, sex, age, disability or any other classification protected under federal, state, or local law.

14. PERSONNEL. Upon the District's request, and in its sole discretion, Supplier shall replace personnel, if any, assigned by Supplier.

15. LABOR DISPUTE. If the Supplier has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the party shall immediately give notice, including all relevant information, to the District.

16. PROMPT PAYMENT DISCOUNT. If the Supplier offers a prompt payment discount on any other contract, public or private, then the District shall be extended the same discount on this contract and shall be so notified of the existence of the discount and the terms thereof.

17. DAMAGE TO BUILDINGS, EQUIPMENT, AND VEGETATION. The Supplier shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the District premises. If the Supplier’s failure to use reasonable care causes damage to any District property, the Supplier shall replace or repair the damage at no expense to the District as the District directs. If the Supplier fails or refuses to make such repair or replacement, the Supplier shall be liable for the cost, which may be deducted from the contract price.

18. TIME. Time is of the essence in the performance of this contract.

19. NOTICE OF BANKRUPTCY. If the event Supplier enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Supplier agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the District Office responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of District contract numbers and contracting offices for all District contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.
20. **PAYMENT OF MONEYS DUE DECEASED SUPPLIER.** If the Supplier dies or is dissolved prior to completion of this Agreement, any moneys that may be due to Supplier from the District for services rendered prior to the date of death or dissolution shall be paid to Supplier’s executors, administrators, heirs, personal representative, successors, or assigns or as may be directed by an order of a Probate Court.

21. **AVAILABILITY OF FUNDS.** The Parties acknowledge and agree that the District is a governmental entity and due to statutory provisions cannot commit to the payment of funds beyond its fiscal year (July 1, through June 30). If funds are not allocated for the Services that are the subject of this Agreement following the commencement of any succeeding fiscal year during which this Agreement may continue, the District may terminate this Agreement without liability for any termination charges, fees, or penalties, at the end of its last fiscal period for which funds were appropriated. The District shall be obligated to pay all charges incurred through the end of the last fiscal period for which funds were appropriated. The District shall give the Service Supplier written notice that funds have not been appropriated (a) within a reasonable time after the District receives notice of such non-appropriation; and, (b) at least fourteen (14) days prior to the effective date of such termination.

22. **RECORDS.** The Supplier shall maintain all records pertaining to this Agreement on file for not less than ten (10) years and until any audit issues are resolved and to make such records available to the District, or any other duly authorized representative, upon request except if this is a federally funded contract.

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

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

24. **EFFECT OF DEFAULT.** In the event of any default by the Supplier, the District may do any one or all of the following:
   a. Terminate the contract and withhold funds due, if any to satisfy any third-party claims;
   b. Sue for and recover all damages arising out of the Supplier’s default;
   c. Cure the default and obtain reimbursement and cover from the Supplier.
d. Exercise any other rights available to it in law or equity.

25. **WAIVER OF DEFAULT.** If the District consents to or waives the breach of any provision of covenant in this Agreement, such waiver shall not constitute a waiver of such provisions or covenant as to the future, and the District shall not be estopped from later enforcing any provision or covenant it may have previously waived or elected not to enforce; nor shall such waiver have any effect on the enforcement of any other provision of this contract.

26. **TERMINATION FOR CONVENIENCE OF DISTRICT.** The District may terminate this Agreement at its option without obligation upon fourteen (14) days written notice to the Supplier. The District may terminate this Agreement for any reason or no reason at all.

27. **EFFECT OF TERMINATION FOR CONVENIENCE.** If the District terminates this Agreement for its convenience, then the District shall only remit payment to the Supplier for work performed up to the date of termination. In no event shall the Supplier be entitled to lost or anticipatory profits.

28. **MISCELLANEOUS.**

   a. Supplier represents and warrants that she possesses the qualification and personnel, if required, to provide the services agreed to herein.

   b. Neither party may assign, modify, or sub-contract this Agreement, or any right or interest herein, without the prior written consent of the other party.

   c. This Agreement shall be binding upon and inure to the benefit of the Parties, their successors, and permitted assigns.

   d. To the extent that the terms of this Agreement materially conflict with or render ambiguous any provision of the Supplier’s (Bid/Proposal), the terms of this Agreement shall govern.

   e. The paragraph headings are for convenience only and shall not effect the interpretation of this Agreement.

   f. This validity, construction of this Agreement shall be determined in accordance with the laws of the State of Ohio.

   g. The Supplier and all subcontractors shall comply with all local, state and federal laws, rules, regulations and ordinances.

   h. No travel expense reimbursement is authorized unless specifically stated in this contract. If so stated, the meals, travel, and lodging are reimbursable only in strict compliance with the Ohio Auditor of State Technical Bulletins, Guidance and Rules and Regulations and, if this contract is federally funded in whole or in part, in strict compliance with all rules, regulations and guidance of the U.S. Office of Management and Budget and any other federal office or agency having jurisdiction over federally funded contracts.

   i. This Agreement contains the entire agreement between the parties with respect to the services to be provided hereunder, and there are no representations, understandings or agreements, oral or written, which are not included herein.
29. **CONFLICT OF INTEREST.** The Supplier represents that he/she is not an employee or board member of the Cleveland Municipal School District. The Supplier further represents that no employee or board member of the Cleveland Municipal School District has any ownership interest in or fiduciary duties to the Supplier or any of its parent affiliations and is not on the board of directors of the Supplier or hold any officer position with the Supplier. The District’s signatory to this agreement represents that neither he/she or any family member have any ownership interest in or fiduciary duties to the Supplier or any of its parent affiliations and are not on the board of directors of the Supplier or hold any officer position with the Supplier.

**CONTRACT MUST BE APPROVED BY CMSD LEGAL DEPARTMENT PRIOR TO SIGNATURE**

Approved as to form:

___________________________________
Law Department
Cleveland Municipal School District

DATE: ________________________________
NOTICE TO SUPPLIERS

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

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

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

(SUPPLIER NAME) CLEVELAND MUNICIPAL SCHOOL DISTRICT

BY: ________________________  BY: ________________________

TITLE: Supplier  TITLE: ________________________

DATE: ________________________  DATE: ________________________
Part 2: Specifications and Bid Form

#21249

Repair Services for Kitchen Equipment

FOR THE
CLEVELAND METROPOLITAN SCHOOL DISTRICT
Section A: Specifications
## CHECKOFF SHEET

**REPAIR SERVICES FOR KITCHEN EQUIPMENT**

<table>
<thead>
<tr>
<th></th>
<th>YES</th>
<th>NO</th>
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<tbody>
<tr>
<td>1.</td>
<td>ACKNOWLEDGEMENT FORM</td>
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<tr>
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<td>2.</td>
<td>BIDDERS QUALIFICATION FORM</td>
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<td>3.</td>
<td>CONFLICT OF INTEREST</td>
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<td>4.</td>
<td>DISCLOSURE STATEMENT</td>
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<td>5.</td>
<td>NON-COLLUSION AFFIDAVIT FORM</td>
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<td>9.</td>
<td>STATE OF OHIO DEPARTMENT OF INSURANCE CERTIFICATE OF COMPLIANCE</td>
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<td>(when using a Bonding Company) Attached</td>
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<td>10.</td>
<td>COMPLETED PROPOSAL FORM</td>
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<td>11.</td>
<td>CERTIFICATION AND/OR LICENSES FOR EXPERIENCE</td>
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<td>OR</td>
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<td>12.</td>
<td>PROOF OF INDUSTRIAL/COMMERCIAL EXPERIENCE</td>
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<td>(atleast 5 years)</td>
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<td>OR</td>
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<td>13.</td>
<td>VERIFIABLE PROOF OF QUALIFICATIONS AND REFERENCES</td>
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<tr>
<td>14.</td>
<td>CERTIFICATION REGARDING DEBARMENT OR SUSPENSION</td>
<td>[ ]</td>
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<tr>
<td></td>
<td>Completed, Signed and Attached</td>
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</table>
REQUEST FOR PROPOSAL #21249

REPAIR SERVICES FOR KITCHEN EQUIPMENT

SPECIAL INSTRUCTIONS

SUBMISSIONS:

Vendors must use the Proposal Form(s) included in this proposal package for their submission(s).

QUESTIONS & ANSWERS:

Vendors are NOT to contact District employees regarding this RFP. The only acceptable form of contact will be as follows:

1. All questions and/or concerns must be submitted in writing
2. Written questions are to be Submitted via E-mail to: Seletha.Thompson@clevelandmetroschools.org

Answers and responses will be sent to the vendor in writing, and later compiled in an Addendum, if required, or will be posted on the District’s Website: clevelandmetroschools.org/purchasing for all interested vendors. The District will not be liable for any misinformation given to vendors who do not adhere to this procedure. The deadline for submission of written questions and/or concerns is 12:00 PM, current local time, on Monday, June 4, 2018. The District will not respond to any communications received after this cut-off day and time. No exceptions will be allowed due to malfunctioning equipment belonging to either the vendor or the District.

CONTRACT TERM:

Awarded vendors will be notified in writing and sent a Term Agreement for signature. Vendors must respond to these letters and Agreements for their contract to be effective. Please be sure to indicate the proper name and title of person who is to receive these forms, and that this person can legally bind the company to a contract, (See “Instructions to Proposers”; page 6; Item 12; sub-section g. An original copy of the Agreement, countersigned by the District, will be returned to the Vendor for their records. The initial contract period will be for one (1) year commencing July 1, 2018 and terminating June 30, 2019. The District will have the option to offer each awarded contractor two (2) one-year renewal options at the termination of each contract period July 1, 2019 to June 30, 2020 and July 1, 2020 to June 30, 2021, which will be under the same terms and conditions as the original contract and for the price; discount; or rate as stated in this proposal package.
REQUEST FOR PROPOSAL #21249

REPAIR SERVICES FOR KITCHEN EQUIPMENT

The Cleveland Municipal School District’s Food and Child Nutrition Services is currently seeking proposals from qualified companies for providing emergency commercial/industrial repair services AND PREVENTATIVE MAINTAINENCE for all kitchen equipment, inclusive but not limited to; freezers, refrigerators, ovens (gas and electric), milk coolers, steam tables, kettles, fryers, slicers, and warming cabinets, on an "as needed" basis.

I. Estimated Volume of Work:

The estimated volume for emergency repair services work is approximately $300,000.00 annually, which will be distributed among contractors meeting District and Food and Child Nutrition Services qualifications to make repairs to specific kitchen equipment.

AS WELL AS PREVENTATIVE MAINTAINENCE THAT WILL BE ARRANGED WITH CONTRACTORS AFTER AWARDS ARE MADE.

A list of current brands of kitchen equipment at various sites is listed on page S-3.

II. Agreement Period:

Twelve months beginning July 1, 2018 and expiring June 30, 2019.

Two (2) one-year options, at the District's discretion, under the same terms and conditions as the original contract year:

- July 1, 2019 through June 30, 2020
- July 1, 2020 through June 30, 2021

III. Description of Services:

Emergency commercial/industrial repairs for kitchen equipment, inclusive but not limited to: electrical, mechanical and refrigeration systems on an "as needed" basis.

IV. Qualifications:

All service personnel must be properly licensed and certified per established industry standards. Proof of certification and/or license must be submitted with proposal.

Proof of industrial and/or commercial experience for at least five (5) years and references must be submitted with proposal. In lieu of five (5) years experience
providing this service, verifiable proof of qualifications and references must be submitted.

Must be able to respond within four (4) hours of request for service, or sooner if possible.

Proof of commercial general liability insurance with coverage limits of not less than one million dollars ($1,000,000.00) and automobile liability insurance with a liability limit of not less than one million dollars ($1,000,000.00), must be submitted with the proposal and maintained throughout the life of the contract. The service contractor shall provide the District with evidence of the same in accordance with the specification on file at the District. Proof of Workers' Compensation certificates must also be submitted with the proposal.

V. **Additional Specifications:**

Proposal must also include:

- A complete description and scope of services the company is able to provide.
- List of brands of equipment company is authorized to service
- A fixed hourly rate schedule for skilled labor for regular time, overtime (after hours and weekends) and premium time (holidays).
- A fixed hourly rate schedule for general labor for regular time, overtime (after hours and weekends) and premium time (holidays).
- Terms and conditions of general warranties covering work performed.
- Materials cost plus percentage of mark-up.
- **ALL AWARDED COMPANIES MUST BE IN COMPLIANCE WITH THE DISTRICTS DIVERSITY BUSINESS ENTERPRISE AND AFFIRMATIVE ACTION POLICIES.**
REQUEST FOR PROPOSAL #21249

REPAIR SERVICES FOR KITCHEN EQUIPMENT

Repair Service Workorder

The contractor shall supply signed documentation from the Person-in-Charge (kitchen manager at each site), verifying when the work was complete. This documentation shall accompany the invoice. If the signed verification is not received with invoice, payment will be withheld until such proper documentation has been received.

The Cleveland Municipal School District reserves the right to reject any and all proposals. The District also reserves the right to negotiate hourly rates and materials percentage mark-ups with qualified contractors.

Current Brand Names of Equipment

The following is a list of kitchen equipment currently at CMSD schools.

- **Beverage Merchandiser**: Federal, Hussmann, Regal Pinnacle
- **Cold Table**: Randell, Servo Lift Eastern
- **Cold Holding Cabinet**: Cres Cor, Carter Hoffmann, FWE
- **Combi Ovens**: Alto Shaam, Convotherm
- **Convection Ovens**: Southbend, Blodgett, Montague
- **Convection Steamer**: Groen, Cleveland Range, Winston
- **Garbage Disposal**: Hobart, In Sink Erator, Salvajor
- **Heat Lamp**: Eagle Group, Cres Cor, Hatco
- **Hot Holding Cabinet**: Cres Cor, Carter Hoffmann, FWE
- **Kettle**: Groen, Cleveland Range, Market Forge
- **Milk Cooler**: Beverage Air, Norlake, Continental
- **Mixer**: Hobart, Berkel, Vari
- **Roll-in Freezer**: Traulsen, Victory, Delfield
- **Roll-in Hot Holding Cabinet**: Carter Hoffmann, Royalton
- **Roll-in Oven**: Carter Hoffmann, Royalton, Blodgett, Crown-X
- **Roll-in Rack**: Cres Cor, Metro, Kelmax
- **Roll-in Refrigerator**: Traulsen, Victory, Delfield
- **Slicers**: Hobart, Berkel, Globe
- **Steam Table**: Duke, Randell, Servo Lift Eastern
- **Walk-in Freezer**: Kolpak, W. A. Brown, Harford
- **Walk-in Refrigerator**: Kolpak, W. A. Brown, Harford
- **Washer/Dryer**: General Electric, Frigidaire, Whirlpool
The undersigned proposes to provide emergency commercial/industrial repair services for kitchen equipment at various sites of the Cleveland Municipal School District on an “as needed” basis, and in accordance with the specifications and to the entire satisfaction and acceptance of the Food and Child Nutrition Services of the Cleveland Municipal School District, for the period from July 1, 2018 through June 30, 2019 with two (2) renewable options (July 1, 2019 through June 30, 2020 and July 1, 2020 through June 30, 2021) under the same terms and conditions as the current contract period and for the following price(s) Vendor agrees to hold firm fixed pricing for ninety (90) days from due date of proposals, June 20, 2018.

<table>
<thead>
<tr>
<th>July 1, 2018 through June 30, 2019</th>
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<tbody>
<tr>
<td><strong>JOB CATEGORY:</strong> SKILLED LABOR</td>
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<tr>
<td>HOURLY RATE</td>
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<tr>
<td>OVERTIME RATE</td>
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<tr>
<td>PREMIUM RATE</td>
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<tr>
<td><strong>SERVICE CALL CHARGE</strong></td>
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<td><strong>COST OF MATERIAL MARK-UP</strong></td>
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<td><strong>RENEWAL OPTION YEARS</strong></td>
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<tr>
<td>July 1, 2019 through June 30, 2020</td>
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<tr>
<td>July 1, 2020 through June 30, 2021</td>
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Vendors must complete the signatory requirement below

COMPANY NAME:_________________________________________________________

REPRESENTATIVE:________________________________________________________
PRINT (TITLE)

SIGNATURE:____________________________________________________________

ADDRESS:____________________________________________________________

CITY:___________________________ STATE:_________________________

TELEPHONE: (   )_________________________ FAX NO: (   )_________________________

E-MAIL ADDRESS:________________________________ DATE:_________________

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