

CUYAHOGA COUNTY  
CATERING AND ROOM RENTAL SERVICES  
CONTRACT

THIS CONTRACT, is effective on the date approved by the County, and is by and between the Cuyahoga County, Ohio (hereinafter referred to as County) and Crowne Plaza Cleveland South/Independence, 5300 Rockside Road, Independence OH 44131 (a private, for profit entity)(hereinafter referred to as Provider).

WITNESSETH

WHEREAS, the Cuyahoga County Division of Children and Family Services (DCFS) has determined that it desires to organize a foster care training event which will be On May 30, 2013- June 1, 2013.

WHEREAS, the Provider responded to an Informal Competitive Bid Solicitation No. RQ27171 and was selected. A copy of the Informal Bid No. RQ27171 is attached as exhibit 1 and the response of the Provider is attached as exhibit 2.

NOW, THEREFORE, the parties mutually agree as follows:

1. *Cost:* The maximum or total cost of this event shall not exceed Fifteen Thousand One Hundred Twenty Dollars (\$15,120.00). Provider understands and acknowledges that the County will not pay amounts in excess of \$15,120.00 for services related to this Contract.
2. *Delivery of Service:* The room rental will be free of charge. The cost of meals cannot exceed \$15,120.00. The meals include breakfast, lunch and dinner on Thursday, May 30, 2013 and Friday, May 31, 2013. Breakfast and lunch will be provided on Saturday, June 1, 2013. A detail of the cost for these meals is included in the Response of the Provider, attached as exhibit 2. The costs may not be increased from the amounts listed in the Provider's Response. The Provider bears the risk of price increases for food and beverages. The Provider understands and agrees that no alcoholic beverages will be made available at this event.
3. *Contract Period:* This contract will be effective for the event currently planned for May 30, 2013 to June 1, 2013 and the contract period will end June 2, 2013.
4. *Availability of Funds:* Payments for all services provided in accordance with the provisions of this Contract are contingent upon the availability of funds.
5. *Invoice/ Payment:* The invoices and summary of charges are to be submitted to:

Fiscal Services Department  
Payment Processing  
Cuyahoga County Division of Children & Family Services  
3955 Euclid Avenue, Room 341-East

Cleveland, Ohio 44115

The Provider shall submit its invoice within thirty (30) days following the event. DCFS will use best efforts to remit payment within thirty (30) days from receipt of the invoice.

6. *Indemnification and Insurance:*

A. Indemnification and Insurance: Provider shall provide documentation of insurance as required by Exhibit 1, RQ27171, section titled "Certificate of Insurance." The requirements include certain dollar amount limits and naming the County as an additional insured. The Provider agrees to contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable, foreseeable torts that could cause injury or death and to indemnify, hold harmless and defend the County against all acts and omissions by it or any of its employees or agents in any way relating to this Contract or arising from the services rendered under this Contract. Provider has supplied, or will provide documentation of its insurance coverage to an appropriate county official.

B. No Indemnification by County. Provider acknowledges that as an Ohio political subdivision, the County is prohibited by law from agreeing to indemnify any person or entity, and agrees that no provision of this Contract or any other contract or agreement between Provider and the County may be interpreted to obligate the County to indemnify or defend Provider or any other party.

7. *Termination of Agreement:* The County may terminate this Contract by providing notice within two weeks prior to the event with no cost to the County.

8. *Provider is an Independent Contractor:*

A. Provider agrees that no agency, employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Contract. Provider also agrees that, as an independent contractor, Provider assumes all responsibility for any federal, state municipal or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services purchased by County hereunder. Provider agrees that it is an independent contractor for all purposes including, but not exclusively limited to, the application of the Fair Labor Standards Act, the Federal Insurance Contribution Act, applicable provisions of the Internal Revenue Code, applicable provisions of Ohio Tax law, Workers Compensation Law and Unemployment Compensation Law.

B. The County shall not be obligated or liable to Provider or anyone else for the acts or omissions of those utilizing the Provider's premises for any purpose. The County shall not be obligated or liable hereunder to any party other than the Provider.

9. *Relationship of Informal Competitive Bid, Response and Contract:* In case of conflict between the terms and conditions of the Informal Competitive Bid (Exhibit 1), Provider's Response (Exhibit 2) and Contract, the Informal Competitive Bid will control over the Contract and

Response of the Provider. Further, the terms of the Contract control over the terms of the Response of Provider.

*10. Governing Law and Jurisdiction.* This Contract shall be governed by and construed under the laws of the State of Ohio without regard to conflicts of law provisions. The parties agree that the state and federal courts sitting in Ohio will have exclusive jurisdiction over any claim arising out of this Contract, and each party consents to the exclusive jurisdiction of such courts. Provider hereby agrees not to challenge any provision in this contract, including this Governing Law and Jurisdiction provision, and not to attempt to remove any legal action outside of Cuyahoga County for any reason.

*11. Notices.* Any notice to be given under this Contract by either party to the other may be effected either by personal delivery in writing or by certified mail, postage-prepaid, return receipt requested. Notice delivered personally shall be deemed received upon actual receipt; notice sent by certified mail shall be deemed received on the date the return receipt is either signed or refused. Mailed notices shall be addressed to the parties at the addresses appearing below:

To the County:                      David Latsko, Senior Administrative Officer  
Cuyahoga County Division of Children and Family Services  
3955 Euclid Avenue  
Cleveland, OH 44115

To Provider:                        Attn: Stephanie Irelan  
Director of Catering  
Crowne Plaza Cleveland South/Independence  
5300 Rockside Road  
Independence, OH 44131

*12. No Apparent Authority/Proper Approvals.* Provider recognizes and agrees that no public official or employee of Cuyahoga County may be deemed to have apparent authority to bind the County to any contractual obligations not properly authorized pursuant to the County's Contracting and Purchasing Procedures Ordinance.

*13. Contract Interpretation and Construction.* In the event an ambiguity or question of intent or interpretation arises, this Contract shall be construed as though drafted by both parties, and no presumption or burden of proof shall arise favoring or disfavoring one party by virtue of the authorship of any of the provisions of this Contract.

*14. Severability.* If any provision of this Contract is invalid or unenforceable for any reason, this Contract shall be divisible as to such provision and the remainder of this Contract shall be and remain valid and binding as though such provision was not included herein.

*15. Applicable County Ordinances.* All County contracts, including this Contract, are subject to all applicable County ordinances, including, but not limited to, the Cuyahoga County Ethics Ordinance, Cuyahoga County Inspector General Ordinance, and Cuyahoga County Contracting and

Purchasing Procedures Ordinance. Copies of all County ordinances are available on the County Council's web site at <http://council.cuyahogacounty.us/>.

16. *Public Records.* All parties hereto acknowledge that County is a political subdivision in the State of Ohio and as such is subject the Ohio Revised Code and other law related to the keeping and access to Public Records, including any and all applicable Sunshine Laws, open meeting requirements, and retention schedules effecting any and all manner of communication with the County and any and all documents in any format or media.

17. *Electronic Signature.* The Parties agree to conduct this transaction by electronic means and agree that all documents requiring signatures by the County may be executed by electronic means, and that the electronic signatures affixed by the County to this Contract shall have the same legal effect as if that signature was manually affixed to a paper version of this Contract. The Parties also agree, to be bound by the provisions of Chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of Cuyahoga County.

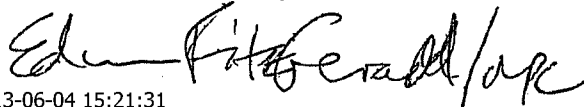
IN WITNESS WHEREOF, the parties have hereunto set their hands by their duly authorized respective officer(s), and affixed the seals of said parties:

CUYAHOGA COUNTY, OHIO

Edward FitzGerald, County Executive

\_\_\_\_\_  
Edward FitzGerald  
County Administrator

2013-06-04 15:21:31



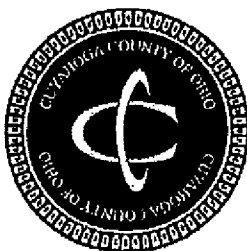
PROVIDER

\_\_\_\_\_  
Gloria Maciak  
Authorized Signature

Gloria Maciak, Controller  
Printed Name and Title

5/1/13  
\_\_\_\_\_  
Date

## EXHIBIT 1



### **Cuyahoga County** **Division of Children and Family Services**

### **Room Rental and Catering Services** **Informal Competitive Bid Solicitation RQ27171**

#### **PURPOSE:**

Cuyahoga County Division of Children and Family Services (DCFS) is seeking vendor(s) to provide room rental **and** catering services.

#### **MINIMUM QUALIFICATIONS**

\*Awarded vendor must be registered with the Cuyahoga County Inspector General. Information can be accessed on the Internet at [www.inspectorgeneral.cuyahogacounty.us](http://www.inspectorgeneral.cuyahogacounty.us), or by calling (216) 698-2101.

\*Vendors' business location must be located within the vicinities of: central Cleveland (downtown area of Cleveland), east and southeast of Cleveland (i.e. Beachwood/Independence areas).

\*Vendor must provide free parking for conference participants.

#### **BID SPECIFICATIONS:**

##### **Room Needs:**

1. We are in need of five (5) breakout training rooms from 7:00a.m. – 9:00p.m. on **Thursday, May 30, 2013 and Friday, May 31, 2013.**
  - a. Each breakout training room should accommodate 25 - 30 participants.
2. We will need five (5) breakout training rooms from 7:00a.m. – 4:00p.m. on **Saturday, June 1, 2013.**
  - a. Each breakout training room should accommodate 25 - 30 participants.
3. We are in need of one (1) training room to be used as a general gathering space from 10:00a.m. – 2:00p.m. on **Thursday, May 30, 2013, Friday, May 31, 2013, and Saturday, June 1, 2013**
  - a. The training room to be used as a general gathering space should accommodate 100 - 150 participants.
4. All training rooms should be media ready and equipped with an LCD, VCR/DVD, and internet accessibility.

**Food Needs:**

The food needs listed below are required for **Thursday, May 30, 2013** and **Friday, May 31, 2013**.

**Breakfast (150 People):**

- Coffee service
- Assorted Bottled Juices: Apple, Orange, Cranberry
- Assorted Breakfast Mini-Pastries: Danishes, Muffins, Bagels w/ Cream Cheese, Butter and Assorted Jellies
- Serving ware (ie. forks, spoons, knives, napkins, plates, cups, etc)

**\*\*\*Note: Breakfast items to be setup by 7:45am\*\*\***

**Lunch (150 People):**

- Boxed lunches with an assortment of 6oz – 8oz sandwiches: Turkey, Roast Beef, Ham, Tuna Salad, and Chicken Salad
- Boxed lunches should include a bag of chips, fruit, one side dish, and a dessert
- Assorted Regular and Diet Sodas, Water, and Juices
- Serving ware (ie. forks, spoons, knives, napkins, plates, cups, etc)

**\*\*\*Note: Lunch to be served at 12:00pm\*\*\***

**Evening Snack (150 People):**

- Assorted Regular and Diet Sodas, Water, and Juices
- Assorted Bags of Chips
- Assorted Fresh Baked Cookies
- Serving ware (ie. forks, spoons, knives, napkins, plates, cups, etc)

**\*\*\*Note: Evening Snacks to be setup by 7:00pm\*\*\***

**Food Needs:**

The food needs listed below are required for **Saturday, June 1, 2013**.

**Breakfast (150 People):**

- Coffee service
- Assorted Bottled Juices: Apple, Orange, Cranberry
- Assorted Breakfast Mini-Pastries: Danishes, Muffins, Bagels w/ Cream Cheese, Butter and Assorted Jellies
- Serving ware (ie. forks, spoons, knives, napkins, plates, cups, etc)

**\*\*\*Note: Breakfast items to be setup by 7:45am\*\*\***

**Lunch (150 People):**

- Boxed lunches with an assortment of 6oz – 8oz sandwiches: Turkey, Roast Beef, Ham, Tuna Salad, and Chicken Salad
- Boxed lunches should include a bag of chips, fruit, one side dish, and a dessert
- Assorted Regular and Diet Sodas, Water, and Juices
- Serving ware (ie. forks, spoons, knives, napkins, plates, cups, etc)

**\*\*\*Note: Lunch to be served at 12:00pm\*\*\***

## **REQUIRED FORMS and DOCUMENTATION**

*(To be completed by successful vendor at time of contract preparation)*

**In addition to the contract furnished by Cuyahoga County, the successful vendor shall provide the following documents within five (5) calendar days of the RFP award date. Failure to provide these documents within this time frame may result in a rescission of the award.**

1. Worker's Compensation Certificate
2. Certificates of Insurance- **with required coverage and language**
3. Signature Authorization
4. IRS Form W-9: Request for Taxpayer Identification Number and Certification\*\*
5. Non-Collusion Affidavit *(requires notarization)\*\**
6. Vendor Compliance Form\*\*
7. Principal Owner Form\*\*

These documents are described in the following paragraphs.

### **Signature Authorization**

The successful vendor shall provide one of the following signature authorizations:

1. For a corporation, a notarized certificate of power of attorney authorizing the individual's signature to bind the corporation or a notarized certificate of corporate resolution authorizing the signature of the document.
2. For the sole owner, a notarized statement indicating that the individual is the sole owner and is authorized to sign for and bind the company.
3. For a partnership, a certificate of partnership agreement showing the names and address of all partners and authorizing the signatures to bind the partnership.

### **Worker's Compensation Certificate**

A Worker's Compensation Certificate is required from corporations and partnerships with employees. Sole proprietors and individual consultants are not required to submit this document.

The contractor shall provide a Certificate of Premium Payment for Ohio State Worker's Compensation Insurance, or equivalent Worker's Compensation Insurance or letter of indemnification in lieu thereof. This document shall be current for the entire period of the contract.

### **Certificate of Insurance**

The contractor shall have in effect during the term of the contractual agreement comprehensive general liability insurance wherein Cuyahoga County and its employees are named as co-insured or additional insured.

This insurance shall protect the contractor, Cuyahoga County and its employees, and any subcontractor performing work covered by the contractual agreement against claims for damage for personal injury including accidental death, as well as for property damages which may arise from operations under the contractual agreement whether such operations be by contractor or by any subcontractor or by anyone directly or indirectly employed by either of them.

An exact copy of such insurance policy or policies shall be made available to the contracting authority for review upon request. A Certificate of Insurance with the following minimum levels of such insurance shall be submitted as follows:

- a. Bodily Injury Liability: \$250,000 per person, \$500,000 per accident.
- b. Property Damage Liability: \$50,000 per accident, \$100,000 per aggregate.

**\*\*All Certificate of Liability Insurance documentation must include the following language: Cuyahoga County and its employees are additional named insured for purposes of commercial general liability ''.**

**Items with\*\* will be sent upon award notification\*\***

**CONTACT:**

Questions regarding this bid solicitation and specifications should be directed to the following:

**Kurtisene Cunningham, MPA  
Program Officer 3  
Cuyahoga County Division of Children and Family Services  
3955 Euclid Ave.  
Cleveland, Ohio 44115  
Phone (216) 881-4729  
Fax (216) 432-5033  
Email [CUNNIK@odjfs.state.oh.us](mailto:CUNNIK@odjfs.state.oh.us)**



## EXHIBIT 2



## TAKE A MOMENT...

Below is the breakdown of the Estimated Charges for the Ninth Annual Foster Parent Conference, as requested. Please let me know if we can assist with anything further at this time.

Thursday May 30, 2013

ITEM	# of People	COST	Service Charge	TOTAL
Room Rental		0		0
Breakfast	150	7	20%	1260
Lunch	150	17	20%	3060
Evening	150	6	20%	1080

Subtotal

Friday May 31, 2013

ITEM	# of People	COST	Service Charge	TOTAL
Room Rental		0		0
Breakfast	150	7	20%	1260
Lunch	150	17	20%	3060
Evening	150	6	20%	1080

Subtotal

Saturday June 1, 2013

ITEM	# of People	COST	Service Charge	TOTAL
Room Rental		0		0
Breakfast	150	7	20%	1260
Lunch	150	17	20%	3060
Evening	0	0	0	0
Subtotal				

Total Cost

ITEM	TOTAL
Room Rental	0
Breakfast	3780
Lunch	9180
Evening	2160
Subtotal	15120

All the best,

Stephanie Ireian

Director of Catering

Crowne Plaza Cleveland South

CLEVELAND SOUTH-INDEPENDENCE

T. 216-524-0700 F. 216-524-0335 E. W. [www.cpclevelandssouth.com](http://www.cpclevelandssouth.com)  
A. 5300 Rockside Road, Independence, OH, 44131 USA