



Request for Quotes for Services

Cleveland State University ("CSU") on behalf of the Department/Office of _____ invites you to submit a quote for the following services on or before _____. Please submit your quote via _____ to: _____.

Background Information/Project Overview: [Department/Office to add information about the University, its mission, etc., the department requesting the services, campus map, link to website, etc.]

Scope of Services, Specifications, Deliverable, etc.: [Department/Office to complete this section.]

Contract Award: CSU intends to enter into a one year contract with _____, annual renewal periods available solely at CSU's discretion. Any contract resulting from this request for quotes will consist of: (i) this request for quotes; (ii) the successful vendor's quote; and (iii) the contract form attached hereto and incorporated herein by this reference. In the event of a conflict in language between this request for quotes and the successful vendor's quote, this request for quotes shall govern. In the event that an issue is addressed in one document and not in the other document, no conflict in language shall be deemed to occur. CSU reserves the right to clarify any contractual relationship in writing, and such written clarification shall govern if there is a conflict between this request for quotes and the successful vendor's quote. In all other matters not affected by the written clarification, if any, this request for quotes shall govern.

Instructions:

1. Quotes are requested on the services specified above. If the description of your offer differs in any way, you must provide a detailed description of the alternative service described in your quote. CSU shall be the sole judge of the acceptability of any alternate quoted.
2. Thoroughly and clearly outline and explain your pricing structure. CSU reserves the right to negotiate this and other pertinent terms with the selected vendor.
3. CSU is tax exempt and does not agree to pay taxes.
4. Prices quoted must be valid for at least 30 days.
5. If unable to submit a quote, please return this form and indicate reason.
6. CSU reserves the right to reject any or all quotes or portions thereof, and to waive any informalities or irregularities in the quotes received.
7. Vendors responding with any changes to CSU's contract form do so with the understanding that their quote may be considered not responsive to this solicitation.

8. All information submitted in response to this solicitation is public information and is subject to release pursuant to The Ohio Public Records Act unless a statutory exception exists permitting CSU to decline a request for the record. Vendors are solely responsible for protecting their trade secrets and will be responsible for all costs associated with protecting such information from disclosure.
9. Vendors must comply with all applicable [CSU Policies and procedures](#).
10. Vendors are responsible for all costs incurred in responding to this request for quote. CSU shall incur no obligation or liability by reason of issuance of this request for quotes.
11. All information submitted is subject to verification and CSU reserves the right to investigate as deemed necessary to determine the ability of the vendor to perform the services specified. CSU reserves the right to reject any quote if the evidence submitted by, or the investigation of the vendor fails to satisfy CSU that the vendor is properly qualified.

By signing below, I acknowledge and agree on behalf of my firm, to supply CSU the services listed above at the price(s) shown, subject to the above terms and conditions.

Company

Date

Address

Federal Tax ID Number

Signature (Required)

Telephone

Printed Name

Fax

Title

Email

Professional Services Agreement

This Professional Services Agreement (this "Agreement") is by and between Cleveland State University, a public institution of higher education and instrumentality of the State of Ohio, located at 2121 Euclid Avenue, Cleveland, Ohio 44115-2214 ("University"), and [Contractor Name], located at [Street Address, City, State, Zip], ("Contractor").

WHEREAS, University issued a request for quotes, which is attached hereto and incorporated herein by this reference; and

WHEREAS, Contractor submitted a quote, which is attached hereto and incorporated herein by this reference; and

WHEREAS, Contractor's quote was deemed to be the most advantageous to the University.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements set forth herein, the parties hereto agree as follows:

1. Contractor Responsibilities; Fees. Contractor shall perform the Services described on Exhibit A, attached hereto and incorporated herein by this reference, to the reasonable satisfaction of University. Contractor must receive a purchase order from University before performing any Services. Assuming such satisfactory performance, the University shall pay Contractor an amount not to exceed \$_____ within 30 days following the completion of the Services by University check or in such other form as the University may require. [OPTION 1 – no travel] Contractor shall not be reimbursed for travel, lodging or any other expenses incurred in the performance of this Agreement. [OPTION 2 – travel reimbursement] If pre-approved in writing by University, Contractor will be reimbursed for its reasonable, actual, and necessary travel and lodging expenses incurred in the performance of the Services in accordance with University's Travel Policy to the extent such reimbursement is in the best interest of University. After approval by University, travel expenses will be reimbursed pursuant to University's Travel Policy in an amount not to exceed \$_____.

After Contractor has performed the Services as set forth herein, Contractor shall submit an invoice for the Services performed. Each invoice shall contain an itemization of the Services performed, including dates the Services were performed, total hours worked, and the sum due. All invoices shall contain the Contractor's name and address and shall reference Cleveland State University and list the billing address as 2121 Euclid Avenue, PH 118, Attn.: Accounts Payable, Cleveland, Ohio 44115-2214. After receipt and approval of the invoice by University, a voucher for payment will be processed.

The parties understand and agree that the performance by University of its obligations hereunder is subject to appropriations of sufficient funds to perform such obligations. Accordingly, if, at any time during the term of this Agreement, the State and/or the Board of Trustees do(es) not make available sufficient funds to permit the University to satisfy its obligations hereunder, the University shall promptly notify Contractor. Upon the giving and receipt of such notice, either party may terminate this Agreement without further obligation to the other by written notice to the other.

2. Term; Termination. The term of this Agreement shall begin on the last date of signature by the University until completion of the Services and payment therefor by the University, unless terminated sooner as provided herein. University may terminate this Agreement with or without cause by giving

written notice to Contractor. If University terminates this Agreement for convenience, Contractor will be paid for Services rendered up to the date Contractor received notice of termination, less any payments previously made, provided Contractor has supported such payments with detailed factual data. Any payments made by University for which Contractor has not rendered Services, shall be refunded to University. If this Agreement is terminated before all Services are rendered, Contractor shall deliver to University all work products and documents that have been prepared by Contractor in the course of performing the Services and all such materials shall remain University property. As the current General Assembly cannot commit a future General Assembly to expenditure, this Agreement and any renewal shall expire no later than June 30, 2019.

3. Relationship. The parties are independent contractors. Nothing in this Agreement creates or implies any joint venture, employer/employee, principal/agent or partnership relationship. Contractor is solely and personally responsible for all federal, state and local taxes, contributions, and other liabilities. Neither Contractor nor its personnel shall at any time, or for any purpose, be considered as agents, servants, or employees of University or the State of Ohio, or as public employees for Ohio Public Employees Retirement Systems benefits. Unless Contractor is a "business entity" as that term is defined in Ohio Revised Code ("R.C.") § 145.037 ("an entity with five or more employees that is a corporation, association, firm, limited liability company, partnership, sole proprietorship, or other entity engaged in business"), Contractor shall have any individual performing services under this Agreement complete and submit to University the OPERS Independent Contractor Acknowledgment Form available at: <https://www.opers.org/forms-archive/PEDACKN.pdf>. Contractor's failure to complete and submit the OPERS Independent Contractor Acknowledgment Form at the time Contractor executes this Agreement shall serve as Contractor's certification that Contractor is a "business entity" as that term is defined in R.C. § 145.037. Neither party shall have the authority to nor shall either party attempt to create or assume any obligation by or on behalf of the other party.

4. Record Keeping. Contractor shall maintain auditable records of all charges under this Agreement and shall make such records available to University as University may reasonably require for a period of six years after the term of this Agreement.

5. Ownership of Work Product. Contractor hereby assigns, conveys, grants, and transfers to the University all right, title, and interest in any reports, documents, performances or other copyrighted materials authored or created by Contractor for the University pursuant to this Agreement, including all copyrights, renewals and extensions thereof.

6. Liability; Insurance. Contractor agrees to indemnify and to hold University, its trustees, officers, employees and agents and the State of Ohio harmless and immune from all claims for injury or damages arising from this Agreement, which are attributable to Contractor's own actions or omissions or those of its trustees, directors, officers, agents, employees, subcontractors, suppliers, third parties utilized by Contractor, or joint venturers while acting under this Agreement. In no event shall either party be liable to the other party for indirect, consequential, incidental, special, or punitive damages, or lost profits. Contractor shall purchase and maintain at all times that this Agreement is in effect, in its name and at its own cost all insurance coverages required by applicable law, and in any event, the minimum types and amounts listed in Exhibit B, which is attached hereto and incorporated herein by this reference. [Check with University's Risk Manager to determine insurance requirements.]

7. Contractor Representations and Warranties. Contractor shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and University Policies and procedures, including but

not limited to those regarding drug free workplace, nondiscrimination of employment, Ohio Ethics and Conflict of Interest laws, qualifications to do business in Ohio, campaign contributions, Findings for Recovery under R.C. § 9.24, R.C. § 9.76 regarding Boycotts, R.C. § 125.25 regarding Debarment of vendor from contract awards, and R.C. § 145.38 regarding employment of retirant.

8. Miscellaneous.

(a) Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by the Contractor, without the prior written consent of the University.

(b) This Agreement represents the entire agreement between the parties and supersedes any prior oral or written understandings with respect to the Services. Only a written instrument that refers this Agreement and that is signed by the authorized representatives of both parties may amend this Agreement.

(c) This Agreement and the rights of the parties shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio, without regard for its choice of law principles, and only Ohio courts shall have jurisdiction over any action or proceeding concerning the Agreement.

(d) A waiver by a party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.

(e) All notices and communications shall be given in writing and shall be deemed to have been properly given when: i) hand delivered with delivery acknowledged in writing; ii) sent by U.S. certified mail, return receipt requested, postage prepaid; or iii) sent by overnight delivery service (Fed Ex, UPS, etc.) with receipt. Notices shall be deemed given upon receipt thereof, and shall be sent to the addresses first set forth above. Any party may change its address for receipt of Notices upon notice to the other party. If delivery cannot be made at any address designated for Notices, a Notice shall be deemed given on the date on which delivery at such address is attempted.

(f) In the event of any conflict between the terms and provisions of the body of this Agreement and any exhibit hereto, the terms and provisions of the body of this Agreement shall control.

(g) The headings in this Agreement are for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.

(h) The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.

(i) This Agreement is not binding upon University unless executed in full and is effective as of the last date of signature by University.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, as of the day and year written below.

CLEVELAND STATE UNIVERSITY

CONTRACTOR

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Insurance Requirements

Contractor agrees, at its own cost, to procure and continue in force at all times that this Agreement is in effect, in its name general liability insurance in the amount of at least \$1,000,000 combined single limit per occurrence/\$2,000,000 aggregate; Workers' Compensation coverage including employer's liability, where applicable and in accordance with appropriate federal and state laws; automobile liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 per accident (\$5,000,000 for transportation suppliers), when applicable.

The comprehensive general liability and/or auto insurance policies shall include Cleveland State University as an Additional Insured, but solely with respect to liability arising from the performance of this Agreement. A certificate evidencing such coverage shall be provided to the University contact for this Agreement, and copied to Cleveland State University, Risk Management and Insurance Administration Office, 2121 Euclid Avenue, AC 246, Cleveland, Ohio 44115 or emailed as a PDF copy to risk.management@csuohio.edu.

If applicable, supplier shall maintain professional liability insurance for claims arising from real or alleged errors, omissions, or negligent acts committed in the performance of professional or technical services associated with this Agreement, with limits of at least \$1,000,000 per claim.

Such insurance shall be written by a company or companies authorized to do business in the State of Ohio, with an A.M. Best rating of at least "A" or be otherwise approved in writing by the University. Certificate of insurance shall reflect continuing coverage of all applicable policies procured by Contractor, in compliance herewith, and shall be delivered by Contractor, and thereafter at least thirty (30) days prior to the expiration of any policies, as herein stated. All policies evidenced shall bear an endorsement stating that insurer agrees to notify the University not less than thirty (30) days in advance of any proposed modification or cancellation of any such policy.

University (Initials)

Contractor (Initials)