



SPECIFICATIONS, INSTRUCTIONS AND BID SHEETS

**INVITATION TO BID
#21222**

MOVE AND RENOVATE MODULAR UNIT

FROM: SAINT THOMAS AQUINAS
9101 SUPERIOR AVENUE
CLEVELAND, OH 44104

TO: SAINT ADALBERT
2346 EAST 83RD STREET
CLEVELAND, OH 44104

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 AUXILIARY SERVICES DIVISION FOR THE BOARD
OF EDUCATION OF THE CLEVELAND METROPOLITAN SCHOOL DISTRICT
CUYAHOGA COUNTY, OHIO

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PART 1: PROCUREMENT DEPARTMENT DOCUMENTS

SECTION I: NOTICE OF INVITATION TO BID

Separate Sealed bids for the requirement set forth below will be received in the Cashier's Office of the Cleveland Metropolitan School District located at 1111 Superior Avenue E, Cleveland, Ohio 44114, until **1:00 pm current local time on May 18, 2017**. Bids will be opened immediately following in the 19th floor conference room at 1111 Superior Avenue E, Cleveland, Ohio 44114.

MOVE AND RENOVATE MODULAR UNIT (ST. THOMAS AQUINAS TO ST ADALBERT)

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

There will be a pre-bid conference for this ITB on May 4, 2017 at 3:30 pm. The pre-bid conference will be at Saint Thomas Aquinas, 9101 Superior Avenue, Cleveland, OH 44104. Attendance at the pre-bid conference is encouraged but not mandatory.

All questions and correspondence related to this ITB must be submitted in writing ONLY by **12:00 pm current local time on May 10, 2017** at the email address given above. All questions and concerns with corresponding answers will be sent to every prospective vendor and posted on the website. Any errors and/or omissions reported will be addressed via Addenda posted no later than May 12, 2017.

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. All times listed are current local time.

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 of Procurement
Posted: April 27, 2017

SECTION II: INSTRUCTIONS TO BIDDERS

Move and Renovate Modular Unit (St. Thomas Aquinas to St. Adalbert)

1. All bids shall be made upon the bid Form (s) furnished. All information requested in the ITB must be filled in legibly and complete with blue ink signatures, or the Bid may be considered non-responsive. No oral, telephonic, or telegraphic bids or modifications will be considered. **Bids shall be submitted in an opaque envelope, and the ITB name and number must be on the outside envelope of submittals including shipping labels.**
2. Bids are due at the Cashier's Office of the Cleveland Metropolitan School District, 1111 Superior Avenue E, Cleveland, Ohio 44114, before **1:00 pm current local time on May 18, 2017**. Bids will be opened publicly immediately following the due date in the 19th floor conference room
3. All submissions must include **one (1) original, with blue ink signatures, two (2) paper copies of the bid, and one (1) electronic copy of the bid on a flash drive.** Vendors who do not comply with this requirement will be notified that they have twenty-four (24) hours in which to comply with this requirement or their Bid will be disqualified. This applies to copies only.

Bids that are submitted must include:

- a. Completed Bid Form(s) including evidence of State certification to perform the work required with all addenda acknowledged
- b. Signed Acknowledgement for Instructions to Bidders
- c. Signed 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(s) 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

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

4. No bid may be withdrawn for at least sixty (60) days after the deadline for submittal.
5. 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.
6. 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.
7. Bidder understands and agrees that any such District resolution operates only to encumber funds necessary for the projects and does not create a binding contract.
8. Bidder further acknowledges and agrees that any such District resolution may be revoked, at any time prior to execution of a formal, written contract.
9. Bidder acknowledges and agrees that it has no vested contractual right until such time as a purchase order and contract have been issued.
10. 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 ITB.
11. 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.
12. Bidder shall not include Ohio Sales tax in the price quoted. The Cleveland Metropolitan School District will provide a tax exempt certificate to the bidder upon request.
13. **SECURITY:** Vendor's workmen, foremen, other personnel, and subcontractors who will be working on District property will be required to meet Cleveland Metropolitan School District security requirements. Vendor must issue personnel I.D. badges. Any worker not complying with CMSD security requirements will immediately be ordered off the project and without prejudice or recourse to CMSD.
 - Vendor agrees to successfully complete background checks on all of its employees, agents, and subcontractors who provide services under this Agreement to CMSD facilities. Vendor agrees to warrant that it will not at any time hire or utilize any individual to provide services under this Agreement on CMSD premises where such person has been convicted of, or pleaded guilty to, any criminal offense enumerated in O.R.C. 3319.39(B) or equivalent provisions under the laws of another state or the Federal Government.
14. **INSURANCE:** The successful company, their subcontractors and suppliers of labor and/or materials for this project on behalf of the Cleveland Metropolitan School District, including organizations having personnel, equipment, and vehicles on District property, shall provide evidence of insurance as follows:

- a. **Commercial General Liability:** **Including limited contractual liability
\$1,000,000.00 Limit of Liability
(Per occurrence)**
- b. **Automobile Liability:** **Including non-owned and hired
\$1,000,000.00 Limit of Liability
(per occurrence)**
- c. **Workers Compensation:** **Workers compensation and
employer’s insurance to the full extent
as required by applicable Law**
- d. **Professional Liability:** **Per occurrence/in the aggregate
\$1,000,000.00/ \$3,000,000.00**

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

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

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

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

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

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

Vendors shall refer to Section V of this ITB for further information and requirements on the District’s diversity goals.

The diversity business goal for this ITB is: 30% for maintenance, construction, and repair

16. **REQUESTS FOR CLARIFICATIONS:** Questions regarding interpretation of the content of this ITB must be directed to Denyse Hirsch at Denyse.Hirsch@clevelandmetroschools.org.

Answers to any questions shall be in writing and shall be sent to all firms who are on record with the District as having received a copy of this ITB. It is therefore imperative that firms provide full and accurate contact information to the District. The name of the party submitting the question will not be identified in the answers. Firms considering responding to this ITB are strictly prohibited from communicating with any member of District's staff or representatives of the Owner except as set forth in this Section.

17. **EVALUATION CRITERIA.** Evaluation of the bid will be based upon several factors including, but not limited to: competence to perform the required services as indicated by the training, education and experience of the firm's personnel, especially the training, education and experience of the employees who would be assigned to perform the services; ability in terms of workload and availability of qualified personnel, equipment and facilities to perform the required services competently and expeditiously; past performance as reflected by the evaluations of previous clients with respect to factors such as control of costs, quality of work and meeting of deadlines; and other similar factors. The District will award this bid to the lowest responsive responsible vendor..

18. The Vendor authorizes the District and its representatives to contact the owners and professionals on projects on which the Vendor has worked, and Vendor authorizes such owners and professionals to provide the District with a candid evaluation of the Vendor's performance. By submitting its bid, the Vendor agrees that if it or any person, directly or indirectly, on its behalf or for its benefit brings an action against any of such owners or professional or the employees of any of them as a result of or related to such candid evaluation, the Vendor will indemnify and hold harmless such owners and professionals and the employees of any of them from any claims whether or not proven that are part of or are related to such action and from all legal fees and expenses incurred by any of them arising out of or related to such legal action. This obligation is expressly intended for the benefit of such owners and professionals, and the employees of each of them.

SECTION II: ACKNOWLEDGEMENT

(Name of Company)

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

By: _____
(Name and Title)

Date: _____

SECTION II: VENDOR REQUEST FORM

VENDOR INFORMATION

**VENDOR NUMBER
(IF APPLICABLE)** _____
VENDOR NAME _____
ADDRESS LINE 1 _____
ADDRESS LINE 2 _____
CITY _____ **STATE** _____ **ZIP** _____
TELEPHONE NO. _____ **FAX NO** _____
Area Code Number Area Code Number
E-MAIL ADDRESS _____
PRIMARY CONTACT PERSON _____

REMIT TO (IF DIFFERENT FROM ABOVE)

VENDOR NAME _____
ADDRESS LINE 1 _____
ADDRESS LINE 2 _____
CITY _____ **STATE** _____ **ZIP** _____
TELEPHONE NO. _____ **FAX NO** _____
(Area Code) Number (Area Code) Number

PRIMARY SERVICE, PRODUCT, OR SPECIALTY:

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

PLEASE INDICATE WHERE APPLICABLE

DIVERSITY BUSINESS ENTERPRISE: YES NO

MINORITY BUSINESS ENTERPRISE:

FEMALE BUSINESS ENTERPRISE:

SECTION II: TAXPAYER ID FORM

Form W-9 (Rev. December 2014) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.
Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____ <small>Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.</small>	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) _____ 6 City, state, and ZIP code _____	Requester's name and address (optional) _____
	7 List account number(s) here (optional) _____	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; height: 20px;"> </td> <td style="width: 25%; height: 20px;"> </td> <td style="width: 25%; height: 20px;"> </td> <td style="width: 25%; height: 20px;"> </td> </tr> </table>				
or				
Employer identification number				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; height: 20px;"> </td> <td style="width: 25%; height: 20px;"> </td> <td style="width: 25%; height: 20px;"> </td> <td style="width: 25%; height: 20px;"> </td> </tr> </table>				

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
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General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/w9.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

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

SECTION II: NO BID FORM
ITB #21222

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

To all prospective bidders/Bidders:

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

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

If you are making a bid/Bid 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/Bid this cycle, but want to remain on the active bidder's list for the future ITBs, 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 II: CERTIFICATE OF DEBARMENT



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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name _____

Date _____

By _____

Name and Title of Authorized Representative

Signature of Authorized Representative

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

SECTION II: CONFLICT OF INTEREST FORM

Statement of Potential Conflicts of Interest

Vendor Name:	Primary Contact:
Address 1:	Telephone #:
Address 2:	Fax #:
City:	Email:
State, Zip:	Website:

Cleveland Metropolitan School District (CMSD) adheres to Ohio Ethics Law and strictly follows the opinion of the Ohio Ethics Commission. As such, each vendor is requested to submit this statement declaring any potential conflicts of interest in doing business with the District. Please answer the following two questions providing all requested information.

1. Are any current Cleveland Metropolitan School District (CMSD) employees, Cleveland Board of Education members, or any of their immediate family members, also members of the vendor's board of directors, hold any officer position with the vendor, or own any shares of any stock issued by the vendor?

Yes _____ No _____

If **Yes**, and if the CMSD employee, CMSD board member, or immediately family member is a member of the vendor's board of directors or holds an office with the vendor, please state the person's name and position with the vendor.

Name: _____

Position: _____

If **Yes**, and if the CMSD employee, CMSD board member, or immediate family member owns share of any stock in the vendor organization or company, state the percentage of all outstanding company shares owned by the CMSD employee or board member.

_____ %

2. Are any current CMSD employees, CMSD board members, or any immediate family members also employees of the vendor?

Yes _____ No _____

If **Yes**, please state the person's name and provide a description of their job duties for the provider:

Name: _____

Job Duties: _____

If **Yes**, please describe the contact that the vendor will have with the CMSD employee or CMSD board member in the course of providing services to the District:

CERTIFICATION

I do hereby certify that the foregoing statements are true and accurate, and that my signature below attests to the authenticity of my identity as the person actually signing this form. This document is not a contract. In order for a binding Agreement to exist, a signed Agreement will be required prior to any legally binding commitment by the District.

NOTARIZED STATEMENT

_____ being duly sworn and deposes says

That he/she is the _____ of
(title)

_____, and answers to all the
(organization)
foregoing questions and all statements therein contained are true and correct.

(signature)

Subscribed and sworn before me this ____ day of _____, 20____

Notary Public: _____

My commission expires: _____

SECTION III: 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 ITB.

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

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

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

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

NOTARIZED STATEMENT

_____ being duly sworn and deposes says

That he/she is the _____ of
(title)

_____, and answers to all the
(organization)

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

(signature)

Subscribed and sworn before me this ____ day of _____, 20____

Notary Public: _____

My commission expires: _____

SAMPLE: STATE OF OHIO INSURANCE

S A M P L E

STATE OF OHIO

DEPARTMENT OF INSURANCE

CERTIFICATE OF COMPLIANCE

As Superintendent of Insurance of the State of Ohio, I

do hereby certify that _____

a corporation located at _____

in the State of _____

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

authorized to transact in this state its appropriate

business of insurance as prescribed under Section 3941.02.


of Ohio, including Fidelity Insurance.

From _____ 20____, until _____

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

Superintendent of Insurance of Ohio

SAMPLE: ACORD CERTIFICATE OF INSURANCE

	CERTIFICATE OF LIABILITY INSURANCE	DATE (MM/DD/YYYY)																																																					
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>																																																							
PRODUCER	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ ADDRESS: _____																																																						
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<p>COVERAGES CERTIFICATE NUMBER: _____ REVISION NUMBER: _____</p> <p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">INSR LTR</th> <th style="width: 35%;">TYPE OF INSURANCE</th> <th style="width: 10%;">ADD'L SUBR</th> <th style="width: 10%;">INSR</th> <th style="width: 10%;">WVD</th> <th style="width: 15%;">POLICY NUMBER</th> <th style="width: 10%;">POLICY EFF (MM/DD/YYYY)</th> <th style="width: 10%;">POLICY EXP (MM/DD/YYYY)</th> <th style="width: 15%;">LIMITS</th> </tr> </thead> <tbody> <tr> <td></td> <td> GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC </td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td> EACH OCCURRENCE \$ _____ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ _____ MED EXP (Any one person) \$ _____ PERSONAL & ADV INJURY \$ _____ GENERAL AGGREGATE \$ _____ PRODUCTS - COMPIOP AGG \$ _____ </td> </tr> <tr> <td></td> <td> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS </td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td> COMBINED SINGLE LIMIT (Ea accident) \$ _____ BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ </td> </tr> <tr> <td></td> <td> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED \$ _____ RETENTION \$ _____ </td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td> EACH OCCURRENCE \$ _____ AGGREGATE \$ _____ </td> </tr> <tr> <td></td> <td> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below </td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;">WC STATU-TORY LIMITS</td> <td style="width: 10%;">OHT-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$ _____</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$ _____</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$ _____</td> </tr> </table> </td> </tr> </tbody> </table>			INSR LTR	TYPE OF INSURANCE	ADD'L SUBR	INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							EACH OCCURRENCE \$ _____ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ _____ MED EXP (Any one person) \$ _____ PERSONAL & ADV INJURY \$ _____ GENERAL AGGREGATE \$ _____ PRODUCTS - COMPIOP AGG \$ _____		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS							COMBINED SINGLE LIMIT (Ea accident) \$ _____ BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____		UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED \$ _____ RETENTION \$ _____							EACH OCCURRENCE \$ _____ AGGREGATE \$ _____		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below							<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;">WC STATU-TORY LIMITS</td> <td style="width: 10%;">OHT-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$ _____</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$ _____</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$ _____</td> </tr> </table>	WC STATU-TORY LIMITS	OHT-ER	E.L. EACH ACCIDENT	\$ _____	E.L. DISEASE - EA EMPLOYEE	\$ _____	E.L. DISEASE - POLICY LIMIT	\$ _____
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CERTIFICATE HOLDER		CANCELLATION																																																					
_____ _____ _____		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE _____																																																					

SECTION IV: 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 V: DIVERSITY BUSINESS ENTERPRISE PARTICIPATION FORMS

PART I: THE DISTRICT'S DBE PROGRAM

PROGRAM OVERVIEW

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

The DBE program shall make every good faith effort to ensure that certified DBE's in the relevant Cleveland 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 subcontractor indirect subcontract awarded toward a certified DBE will be counted toward the applicable goal.
 - b. In the case of a joint venture, certified by the Cleveland Municipal School District, the portion of the total dollar value of the contract equal to the percentage of the ownership and control of the DBE partner in the joint vendor will be counted toward the applicable goal. (PLEASE RETURN DBE FORM E).
 - c. Only expenditures to DBE that perform a commercially useful function in the work of a contract or subcontract or indirect subcontract will be counted toward DBE goals. A DBE is considered to perform a commercially useful function when it is responsible for execution of a distinct element of work of a contract or subcontract and carries out its

responsibilities by actually performing, managing, and supervising the work involved. If a DBE contractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of normal industry practices, the DBE is presumed not to be performing a commercially useful function. The DBE may present evidence to rebut this presumption.

- d. The total dollar value of materials and supplies obtained from DBE suppliers and manufacturers will be counted toward DBE goals if the DBE assumes the actual and contractual responsibility for the provision of the materials and supplies.
2. A bidder who fails or refuses to complete and return this Notice may be deemed a non-responsive bidder.
 3. The contractor's goals as set forth in this Notice shall express the contractor's commitment to the percentage of DBE utilization during the term of this contract. The contract shall be deemed to have met its commitment for DBE utilization if the DBE utilization rate of the contractor meets the goals established by this Notice.
 4. The contractor must receive the approval of the District before making substitutions for any subcontractors listed in the Notice. Substitution of DBE is not allowed unless the contractor receives District approval.
 5. The contractor's commitment to a specific goal is to meet the DBE objectives and is not INTENDED and shall not be used to discriminate against any qualified company or group or companies.
 6. The contractor's commitment to a specific goal for DBE utilization as required by this Notice shall constitute a commitment to make every good faith effort to meet such goal by a subcontracting to or undertaking to joint venture with DBE firms. If the contractor fails to meet the goal, it will carry the burden of furnishing sufficient documentation as part of the bid response of its good faith efforts to justify a grant of relief from the goals set forth in this Notice. Such justification will take the forms of a detailed report which will document at least the following information:
 - a. Attendance at the pre-bid meeting, if any, scheduled by the District to inform DBE's of Subcontracting opportunities under a given solicitation.
 - b. Advertisement in general circulation media, trade association publications, and minority-focus media for at least twenty (20) days before bids or Bids are due. If twenty (20) days are not available, publication for a shorter reasonable time is acceptable.
 - c. Written notification to DBE that their interest in the contract is solicited, and follow-up contact to determine whether the DBE's were interested.
 - d. Efforts made to select portions of the proposed work to be performed by DBE in order to increase the likelihood of achieving the stated goals.
 - e. Efforts to negotiate with DBE for specific sub-bid, including at a minimum:
 - i. The names, addresses, and telephone numbers of DBE's that were contacted.
 - ii. A description of the information provided to DBE regarding the plans and specifications for portion of the work to be performed; and

- iii. A statement of why additional agreements with DBE were not reached.
 - iv. Completion of (Form E) if DBE's are not involved in the ITB.
- f. Concerning each DBE the supplier/contractor contacted but rejected as unqualified, the reasons for the supplier's/contractor's conclusion.
 - g. Efforts made to help the DBE's contacted that needed assistance in obtaining required bonding, lines of credit, or insurance.
 - h. Use of the services of minority community organizations, minority contractor's groups, governmental minority business assistance offices, and other organizations that assist in the recruitment and placement of DBE's.
7. Suppliers/contractors that fail to meet DBE goals and fail to demonstrate sufficient good faith efforts are may not eligible for contract awarded.
 8. The District, through its Diversity Officer will review the contractor's minority business enterprise involvement efforts during performance of this contract. Such review will include, but not be limited to, contractor's quarterly statement of income from the District and what portion of said income went to the DBE enterprise(s) as evidenced by affirmation of the DBE enterprise(s) which the contractor hereby agrees to supply each quarter during the term of its contract with the District. If the contractor meets its goal or if the contractor demonstrates that every reasonable effort has been made to meet its goal, the contractor shall be presume to be in compliance. Where the Diversity Officer finds that the contractor shall be presume to be in compliance. Where the Diversity Officer finds that the contractor has failed to comply with the requirements of this Notice, said Diversity Officer shall inform the Purchasing Director who shall immediately notify the contractor to take corrective action. If the contractor fails or refuses to comply promptly, then the Purchasing Director, upon approval of the District, shall issue an order shopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made subject of claim for extension of time or for excess costs or damages by the contractor. When the District proceeds with such formal action it has the burden of proving that the contractor has not met the requirements of coming forward and showing that it has met the good faith requirements of the Notice, specifically including paragraph 7 hereof. Where the contractor is found to have failed to exert every good faith effort to involve DBE in the work provided, the District may declare that the contractor is ineligible to receive further District funds, whether as a contractor, subcontractor, or as a consultant, for a period of up to three (3) years.
 9. The contractor will keep records and documents for three (3) years following performances of this contract to indicate compliance with this Notice. These records and documents, or copies thereof, will be made available at reasonable times and places for inspection by any authorized representative of the District upon request together with any other compliance information which such representative may require.
 10. Bidders and contractors are bound by all requirements, terms and conditions of this Notice.
 11. Nothing in this Notice shall be interpreted to diminish the present contract compliance review

PART II: DBE FORM A

Name of Firm: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Type of Business (Product or Service): _____

Date of Proposed Contract Award: _____

Amount of Proposed Contract Award: _____

Diversity Business Enterprise Subcontractor(s):

Dollar Amount Subcontract Award: _____

Percent of Subcontract Award: _____

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

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

Name of EEO Officer: _____

(Signature of owner, partner, or authorized officer)

Name: _____ Dated: _____
(printed)

Title: _____

DO NOT COMPLETE BELOW THIS LINE

___ Compliant ___ Compliance Pending ___ Non-Compliant

Compliance Date: _____

(signature, DBE Department)

(date)

PART II: DBE FORM B

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

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

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

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

Bidder: _____

Date: _____

By: _____

Title: _____

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PART II: DBE FORM C

SCHEDULE MBE/FBE PARTICIPATION

Project Name: _____

Name of Non-DBE Contractor: _____

Identification Number: _____

Location: _____

Name of Minority Contractor: _____

Address: _____

City, State, Zip: _____

Type of work to be performed and work hours involved:

Projected commencement and completion dates for work:

Agreed price in dollars or percentage:

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

TO BE RETURNED WITH THE BID

Signature of Non-DBE Prime Contractor

Date: _____

PART II: DBE FORM D

DBE LETTER OF INTENT

To: _____
Non-DBE Prime or General Bidder

Project: _____

NON-DBE PRIME OR GENERAL BIDDER

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

an individual a corporation a partnership a joint venture

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

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

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

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

Items _____
Projected Commencement Date _____
Projected Completion Date _____

_____ % (percent) of the dollar value of the subcontract will be sublet and/or awarded to NON-DBE contractor (s) and/or NON-FBE SUPPLIERS.

The undersigned will enter into a formal agreement for the above work with you conditioned upon your execution of a contract with the Cleveland Municipal School District.

Date

Name of DBE Firm (where applicable)

Signature of DBE (where applicable)

Signature of MBE Firm

(TO BE RETURNED WITH ITB)

Name of FBE Firm

Signature of FBE Firm

PART II: DBE FORM E

DBE Unavailability Certification

I, _____,
Name Title

Of _____, certify that on _____
Date

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

Board Project: _____

Minority Contractor: _____

Work Items Sought: _____

Form of Bid Sought: _____

Female Contractor: _____

Work Items Sought: _____

Form of Bid Sought: _____

To the best of my knowledge and belief said minority business enterprise was unavailable (exclusive of the unavailability due to lack of agreement on price) for work on this project or unable to prepare a bid for the following reason (s):

Signature, Non-DBE prime Bidder Date

_____ was offered an opportunity to bid on the above-referenced work
on _____ by _____
Date Non-DBE Prime Bidder

Signature, Non-DBE Prime Bidder

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

Signature, Non-DBE prime Bidder

PART II: 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 _____

PART II: DBE FORM F

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

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

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

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

5. Nature of Joint Venture's Business: _____

6. Provide a copy of the Joint Venture Agreement.

7. What is the percentage of DBE Ownership? DBE _____% FBE _____%

8. Ownership of Joint Venture: (This need not be completed if described in the Joint Venture agreement provided in response to question 6).

a. Profit and loss sharing: _____

b. Capital contributions, including equipment: _____

c. Other applicable ownership interest: _____

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

a. Financial decisions: _____

b. Management decisions, such as:

i. Estimating: _____

ii. Marketing and Sales: _____

iii. Hiring and firing of management personnel: _____

iv. Purchasing of major items or supplies: _____

c. Supervision of field operations: _____

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

PART II: NON-MINORITY PRIME AFFIDAVIT (JOINT VENTURE)

STATE OF OHIO

CUYAHOGA COUNTY

AFFIDAVIT

The undersigned swear that the forgoing statements are correct and include all material information necessary to identify and explain the items and operation of our subcontract and the intended participation by each joint venture in the undertaking. Further, the undersigned covenant and agree to provide to the Cleveland 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

JSS.

On this _____ day of _____ 20 ____, before me

appeared _____, to me personally known, who being duly sworn, did execute the foregoing affidavit, and did state that they were properly authorized by _____ to execute the affidavit and did so as their free act and deed.

(Seal)

Notary Public

Commission expires

SECTION VI: EOA CONTRACTUAL DECLARATION FORMS

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

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

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

A. SUBMISSION OF VENDOR EMPLOYMENT PRACTICE REPORT

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

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

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

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

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

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

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

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

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

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

B. EVALUATION OF COMPLIANCE DATA

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

C. AFFIRMATIVE ACTION PLAN

1. Vendor found not in compliance with the District's equal employment opportunity standards are expected to develop and implement affirmative action programs if they expect to be eligible to successfully propose for District contracts.
2. While it is the vendor's responsibility to develop an affirmative action program which will result in equal employment opportunity for persons from all sectors of the community, the Officer in Charge of the Diversity Program may refer prospective bidders to resources which may be of assistance in developing affirmative action programs.
3. In the event that a vendor who has been awarded a District contract does not make satisfactory progress toward goals in the affirmative action program, the District will not negotiate a new contract until the vendor assures the Diversity Officer that significant progress will be made.

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

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

FORM 1: VENDOR CONTRACT COMPLIANCE FORM

Name of Firm: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Standard Metropolitan Statistical Area: _____

Recruitment Area: _____

Type of Business (product or service): _____

Name of EEO Officer: _____

Signature of Owner, Partner, or Authorized Officer: _____

Name (type or print): _____

Date: _____ Title: _____

Do not complete below this line

Status of Vendor:

Compliance Conditional Compliance

Non-Compliance Compliance Pending

Comments: _____

Date: _____ Signature: _____

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.

PART III: EMPLOYMENT DATA FORM

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

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

Additional information (optional):

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

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

FIRM OR CORPORATE NAME: _____ DATE: _____

SIGNATURE: _____ TITLE: _____

SAMPLE VENDOR CONTRACT
CLEVELAND MUNICIPAL SCHOOL DISTRICT
CONSTRUCTION AGREEMENT

This Construction Agreement (the “Agreement”) is made as of DATE by and between **THE CLEVELAND MUNICIPAL SCHOOL DISTRICT**, 1111 Superior Ave. E, Suite 1800, Cleveland, Ohio 44114 (the “District”) and **VENDOR** (the “Contractor” and, together with District, the “Parties”) and is for the purposes described below.

1. **CONTRACT PURPOSE.** The purpose of this contract is Project Title (the “Project”). The Contractor shall perform all work (“Work”) described in ITB #21223. The bidding documents, drawings and specifications and the Contractor’s bid are included in the contract terms and conditions as if rewritten herein.
2. **TERM.** This Agreement shall commence on the date first written above, and Contractor shall attain final completion of the Work not later DATE calendar days following issuance of a Purchase Order unless an extension is granted in writing by the District; provided, however, that the District may terminate this Agreement at any time without obligation and without cause by giving fourteen (14) days’ written notice to the Contractor under the Termination for Convenience clause below. Contractor acknowledges that time is of the essence in this Agreement and that the Project shall be completed on or before the date set forth herein for final completion. If Contractor fails to complete the Project on or before the date set forth herein for final completion for any reason other than a default or delay caused by the District, the Contractor hereby agrees to pay the District, as liquidated damages, the sum of \$200.00 per day for each calendar day beyond the date set forth herein for final completion that the Contractor fails to complete the Project. The amount of liquidated damages is fixed and agreed on between the District and the Contractor because of the impracticality and difficulty of ascertaining the true value of damages that the District will sustain by failure of the Contractor to complete the Project on time. Contractor may work on the Project during ordinary business hours unless otherwise agreed to by the District.
3. **COMPENSATION.** This is a fixed-price contract. Subject to the terms and conditions of this Agreement, the District shall pay the Contractor the amount of **DOLLAR AMOUNT** (the “Contract Sum”), based upon the Base Bid plus Alternate option on the bid form submitted by Contractor submitted by the Contractor on DATE. The Contractor shall submit to the District, before the first invoice, a schedule of values, allocating the entire Contract Sum to the various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the District may require. This schedule, unless objected to by the District, shall be used in reviewing the Contractor’s invoices. If all or part of any funds of the Contractor that are held by the District, whether it be retainage, escrowed funds or otherwise, should be attached, garnished or levied upon under any order of court, or if the delivery thereof shall be stayed or enjoined by any order of court, or if any other writ, order, judgment, or decree shall be made or entered by any court affecting the held funds, or any part thereof whether with or without jurisdiction, and in case District obeys and complies with any such writ, order judgment, or decree, District shall not be liable to the Contractor,

its successors, or assigns, and Contractor shall indemnify and hold District harmless for its compliance with such writ, order, judgment or decree, notwithstanding that such writ, order, judgment or decree be subsequently reversed, modified, annulled, set aside, or vacated.

4. **COORDINATION OF THE WORK.** The Contractor is responsible for scheduling the Work and coordinating the subcontractors. The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as other permits, fees, licenses, tests, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded. The Contractor shall give the District timely notice of when and where tests and inspections are to be made so that the District may be present for such procedures.
5. **PAYMENTS.** Subject to the retainage provisions of Ohio Revised Code Sections 153.12, 153.13 and 153.14, the Contractor will provide an invoice each month on or about the 15th day of the month containing a detailed summary of the Work completed by the Contractor for the previous month. Each invoice shall be accompanied by a certified payroll report as more specifically set forth in Article 37 herein. The District will render payment to Contractor within ninety (90) days after receiving such invoice. Contractor shall provide such documentation as requested by the District that the Work described in the invoice was actually provided. Failure to provide such documentation upon the District's request shall excuse the District from paying for the invoiced Work. Contractor will not submit invoices for materials stored off site unless the off-site storage has been approved by the District, which approval may be withheld in the District's sole discretion. The Contractor warrants that title to all Work covered by an invoice will pass to the District no later than the time of payment. The Contractor further warrants that upon submittal of an invoice, all Work for which payments have been received from the District shall be free and clear of liens, claims, security interests or other encumbrances adverse to the District's interests.

The Contractor shall pay in full all bills incurred by the Contractor for the Contractor's Work, and shall submit upon the District's request receipted invoices or waivers of lien as evidence of payment in full of Contractor's bills. The District reserves the right to withhold from any payment hereunder amounts claimed against the Contractor or the Contractor's surety company representing obligations arising out of the Contractor's Work, until Contractor provides to the District evidence of payment of such obligations. The District also reserves the right to withhold from any payment hereunder the amount of any expense, loss or damage that the District sustained or reasonably expects to sustain as a result of nonperformance or faulty or delayed performance by the Contractor under this Agreement. The District may apply such amount in payment of the expense, loss or damage sustained.

Final payment on this Agreement shall be payable within ninety (90) days after final completion of the Contractor's Work, the final acceptance thereof by the District, and receipt of a final invoice from the Contractor. No payment made shall be evidence of the performance of Contractor's Work, either in whole or in part, and no payment, including the final payment, shall be construed to be an acceptance of defective Work or improper materials used by the Contractor. Anything herein contained to the contrary notwithstanding, acceptance by the Contractor of the final payment shall constitute a full and final release by the Contractor of all claims against the District. As a condition precedent to the Contractor receiving final payment the Contractor shall also submit to the District (a) as-built drawings, (b) a complete list of Subcontractors and principal vendors on the Project, including addresses and telephone numbers, (c) an indexed, loose leaf binder containing complete installation, operation, and maintenance manuals, including all manufacturers' literature, of equipment and materials used in the Work, (d) an indexed, loose leaf binder containing all inspection reports, permits, and temporary and final certificates of occupancy and licenses necessary for the occupancy of the project, and (e) any and all other items required pursuant to the Contract Documents. The making of final payment shall constitute a waiver of claims by the District except those arising from (1) liens, claims, security interests or encumbrances arising out of the Contract and unsettled; (2) failure of the Work to comply with the requirements of the Contract Documents; (3) terms of special warranties required by the Contract Documents; or (4) Contractor's indemnity obligations under this Agreement

The Contractor is not entitled to payment of the Contract Sum if the Work under this Agreement is no longer needed, required or requested by the District, or if this Agreement is terminated by the District with or without cause. The District is not liable in any manner for expenses incurred by the Contractor through its utilization of third-party vendors or contractors.

6. **FUNDING SOURCE**

Budget Number/Code	<table border="1" style="display: inline-table; width: 40px; height: 20px; vertical-align: middle;"> <tr><td> </td><td> </td><td> </td></tr> </table>				•	<table border="1" style="display: inline-table; width: 40px; height: 20px; vertical-align: middle;"> <tr><td> </td><td> </td><td> </td><td> </td></tr> </table>					•	<table border="1" style="display: inline-table; width: 40px; height: 20px; vertical-align: middle;"> <tr><td> </td><td> </td><td> </td><td> </td></tr> </table>					•	<table border="1" style="display: inline-table; width: 40px; height: 20px; vertical-align: middle;"> <tr><td> </td><td> </td><td> </td></tr> </table>				••	<table border="1" style="display: inline-table; width: 40px; height: 20px; vertical-align: middle;"> <tr><td> </td><td> </td><td> </td></tr> </table>			
	<i>FUND</i>		<i>SCC</i>		<i>FUNCTION</i>		<i>OBJECT</i>		<i>OPU</i>																	

7. **INDEMNIFICATION AND HOLD HARMLESS.** The Contractor 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 Contractor or its employees, officers, or agents, in the course of the Contractor's performance of this Agreement or the Contractor's failure to perform. This indemnification and hold harmless obligation survives the term of this Agreement.

8. **INDEPENDENT CONTRACTOR STATUS.** Contractor and the District acknowledge and agree that Contractor 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 the

Contractor. Contractor will be responsible for payment of all federal, state and local income taxes, unemployment and workers' compensation coverage.

9. **CONFIDENTIALITY/OWNERSHIP.** The Contractor agrees that all information provided by the District or any information that the Contractor may acquire, directly or indirectly, if any, which relates to the District and which the District identifies to the Contractor as confidential will be kept confidential and not used by or released to any third party or parties without the prior written consent of the District.
10. **NO DAMAGES FOR DELAY.** The District shall not be held responsible for any loss, damage, costs, or expenses sustained by the Contractor 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 Contractor.
11. **FINDINGS FOR RECOVERY/ DEBARMENT OR SUSPENSION.** Contractor 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 vendor 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. Certification from the Ohio Auditor of State's website and the Federal System for Award Management (SAM) website is attached to this Agreement as Exhibit B.
12. **CRIMINAL BACKGROUND CHECK.** Contractor shall perform or cause to be performed an Ohio Bureau of Criminal Investigation and Identification and Federal Bureau of Investigation criminal background check of the employees of Contractor or of any subcontractor that will perform Work or services or otherwise be present at the Project site within the proximity of students of the District. Prior to the performance of any services by such employees, the criminal background check shall be performed and completed at Contractor's sole cost and expense. No person shall be employed on site by Contractor or by any subcontractor who has been found guilty of any of the criminal offenses enumerated in Ohio Revised Code Section 3319.39 or any equivalent provisions under Federal law or the laws of any of the other states. Contractor shall remove (and shall cause its subcontractor to remove) any person from the Project site found (during the criminal background check or otherwise) to have violated any of the offenses listed in Section 3319.39 of the Ohio Revised Code or equivalent provisions thereof under Federal law or the laws of any of the other states. The foregoing shall not (i) be cause for any claim against the District for any reason, including without limitation, interference or delay, and (ii) excuse Contractor or any subcontractor from meeting the construction schedule.
13. **DISCRIMINATION.** Contractor agrees that (A) in the hiring of employees for the performance of Work under the contract or any subcontract, Contractor, by reason of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall not discriminate against any citizen of this state in the employment of a person qualified and available to perform the Work to which the

contract relates; (B) Contractor or any subcontractor or person acting on behalf of Contractor or its subcontractors, in any manner, shall not discriminate against, intimidate, or retaliate against any employee hired for the performance of Work under the contract on account of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry; (C) Contractor shall have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code and shall file a description of the affirmative action program and a progress report on its implementation with the equal employment opportunity office of the Department of Administrative Services; and (D) Any provision of a hiring hall contract or agreement which obligates the Contractor to hire, if available, only employees referred to the Contractor by a labor organization shall be void as against public policy and unenforceable with respect to employment under any public improvement contract unless at the date of execution of the hiring hall contract or agreement, or within thirty (30) days thereafter, the labor organization has procedures in effect for referring qualified employees for hire without regard to race, color, religion, national origin, military status as defined in Revised Code Section 4112.01, or ancestry and unless the labor organization includes in its apprentice and journeyperson's membership, or otherwise has available for job referral without discrimination, qualified employees, both whites and non-whites (including African-Americans).

14. **PERSONNEL.** Upon the District's request, and in its sole discretion, Contractor shall replace any personnel assigned to the Project by the Contractor.
15. **LABOR DISPUTE.** If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Agreement, the Contractor shall immediately give notice, including all relevant information, to the District.
16. **PROMPT PAYMENT DISCOUNT.** If the Contractor offers a prompt payment discount on any other contract, public or private, then the District shall be extended the same discount on this Agreement and shall be so notified of the existence of the discount and the terms thereof.
17. **DAMAGE TO BUILDINGS, EQUIPMENT, AND VEGETATION.** The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the District premises. If the Contractor's failure to use reasonable care causes damage to any District property, the Contractor shall replace or repair the damage at no expense to the District as the District directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.
18. **NOTICE OF BANKRUPTCY.** In the event that Contractor enters into bankruptcy proceedings, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic mail, written notification of the bankruptcy to the District office responsible for administering the contract. This notification shall be furnished within five (5) days of the initiation of 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 the District makes final payment under this Agreement.

19. **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 current fiscal year (July 1 through June 30). If funds are not allocated for the Project for any succeeding fiscal year during which this Agreement may continue, the District may terminate this Agreement at the end of the last fiscal period for which funds have been allocated without liability for any termination charges, fees, or penalties. The District shall be obligated to pay all charges incurred through the end of the last fiscal period for which funds were appropriated.
20. **RECORDS.** The Contractor shall maintain all records pertaining to this Agreement on file for not less than ten (10) years and until any audit issues are resolved. The Contractor shall make such records available to the District or any duly authorized representative of the District upon request. If this is a federally funded contract, the Contractor shall comply with all federal records retention rules, regulations and laws and shall allow access to such records as required by federal law.
21. **TERMINATION BY THE OWNER FOR CAUSE.**

21.1 The District may terminate the Contract if the Contractor:

- 21.1.1 refuses or fails to supply enough properly skilled workers or proper materials;
- 21.1.2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- 21.1.3 disregards applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of a public authority; or
- 21.1.4 otherwise is guilty of breach of a provision of the Contract Documents.

21.2. When any of the above reasons exists, the District may, without prejudice to any other remedy the District may have and after giving the Contractor seven days' written notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the District may deem expedient. Upon request of the Contractor, the District shall furnish to the Contractor a detailed accounting of the costs incurred by the District in finishing the Work.

21.3 When the District terminates the Contract for one of the reasons stated in this Article 21, the Contractor shall not be entitled to receive further payment until the Work is finished.

21.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including expenses of the District made necessary thereby, and other damages incurred

by the District and not expressly waived, such excess shall be paid to the Contractor to the extent of Work that was actually and satisfactorily performed by the Contractor. If such costs and damages exceed the unpaid balance, the Contractor and/or the Contractor's surety shall pay the difference to the District.

22. **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.
23. **TERMINATION FOR CONVENIENCE OF DISTRICT**. The District may terminate this Agreement at its option without obligation upon fourteen (14) days written notice to the Contractor. The District may terminate this Agreement for any reason or no reason at all. Should the District terminate this Agreement for cause, but that cause be subsequently found to be insufficient to support termination, the termination shall be deemed one of convenience.
24. **EFFECT OF TERMINATION FOR CONVENIENCE**. If the District terminates this Agreement for its convenience, then the District shall only remit payment to the Contractor for Work satisfactorily performed up to the date of termination. In no event shall the Contractor be entitled to lost or anticipatory profits. Upon receipt of written notice from the District of a termination for convenience, the Contractor shall with respect to the Work that is terminated: (i) cease operations as directed by the District in the notice; (ii) take actions necessary, or that the District may direct, for the protection and preservation of the Work; and (iii) except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
25. **MISCELLANEOUS**
 - a. Contractor represents and warrants that it possesses the requisite qualifications and personnel to provide the services agreed to herein.
 - b. Neither party may assign or sub-contract this Agreement or any right or interest herein without the prior written consent of the other party. The subcontract form between the Contractor and a subcontractor shall meet the applicable requirements of Ohio Administrative Code 153:1-3-01 and 153:1-3-02.
 - c. This Agreement shall be binding upon and inure to the benefit of the Parties, their successors, and permitted assigns.
 - d. In the event of inconsistencies within or between parts of the Contract Documents or between the Contract Documents and applicable standards, codes, and ordinances that are not clarified through a modification, the Contractor shall (i) provide the better quality or greater quantity of Work or (ii) comply with the more stringent requirement; either or both in accordance with the Owner's interpretation. Anything shown in the drawings and not mentioned in the specifications, or mentioned in the specifications and not shown on

the drawings, shall have the same effect as if shown or mentioned respectively in both. Any Work shown on one drawing shall be construed to be shown in all drawings.

- e. The paragraph headings are for convenience only and shall not affect the interpretation of this Agreement.
 - f. The validity and construction of this Agreement shall be determined in accordance with the laws of the State of Ohio, without regard to any conflict of law provisions. The Court of Common Pleas of Cuyahoga County, Ohio shall have exclusive jurisdiction over any action concerning this Agreement except that if the U.S. District Court is determined to have exclusive jurisdiction, then the forum shall be the U.S. District Court for the Northern District of Ohio.
 - g. The Contractor 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 document contains the entire Agreement between the parties with respect to the services to be provided hereunder. The Parties hereby represent that there are no representations, understandings or agreements between the Parties related to the Project, whether oral or written, which are not included herein.
26. **CONFLICT OF INTEREST.** The Contractor represents that none of its employees, directors, officers or agents is an employee or board member of the Cleveland Municipal School District. The Contractor further represents that no employee or board member of the Cleveland Municipal School District has any ownership interest in or fiduciary duties to the Contractor or any of its affiliates. 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 Contractor or any of its affiliates.
27. **TAXES.** The Contractor shall pay applicable sales, consumer, use and other similar taxes that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect. District will provide to Contractor, upon request, a completed State of Ohio Sales and Use Tax Construction Contract Exemption Certificate.
28. **INSURANCE.** During the term of this Agreement, the Contractor shall, at its own expense, purchase and maintain insurance in no less that the following amounts and with the following conditions:
- a. Workers' Compensation and employers' liability insurance to the fullest extent required by applicable law;

- b. Commercial general liability coverage for bodily injury and property damage, including stopgap employers' liability coverage, contractual liability coverage and an exception to any applicable pollution or asbestos exclusion. If a claims policy is used, it must have an unaltered extended discovery period provision, in not less than the following amounts:
 - i. General Aggregate Limit: \$2,000,000 CSL per location;
 - ii. Each Occurrence Limit: \$1,000,000 CSL per location; and
 - iii. Commercial automobile liability coverage, including non-owned and hired automobiles, in an amount not less than \$1,000,000; and
- c. property insurance on an "all-risk" or equivalent policy form, including builder's risk. The amount of the insurance shall be equal to the Contractor's Contract Sum plus the value of subsequent modifications and cost of materials supplied and installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the District has an insurable interest in the property required by this Article to be covered, whichever is later. This insurance shall include interests of the District, the Contractor, Subcontractors and sub-subcontractors in the Project.
- d. The Contractor shall provide the District with certificates of insurance evidencing the required coverages and amounts, including without limitation any certificates of renewal. Each policy required to be purchased or maintained by the Contractor, with the exception of the Workers' Compensation policy, shall name the District as an additional insured (for the purposes of this Agreement, being a certificate holder does not constitute being named as an additional insured). The certificates of insurance shall contain a provision that the policy or policies will not be cancelled without thirty (30) days' prior written notice to the District. Upon the District's request, the Contractor shall provide complete copies of any or all policies for the District to review. All certificates must be received and approved by the District before any Work under this Agreement commences.

29. **PAYMENT AND PERFORMANCE BONDS.** If applicable, the Contractor shall furnish payment and performance bonds as required by Ohio Revised Code Section 153.54, in the form required by Ohio Revised Code Section 153.57 and 153.571, and shall provide the District with proof of such bonds at the time of entering into this Agreement.

30. **PROTECTION OF PERSONS AND PROPERTY.** The Contractor will take no action that would jeopardize the safety of the District's students, employees or guests. The Contractor will not take any action that would interfere with the District's activities without the District's prior written approval. The District reserves the right to require Contractor, its employees and agents to wear identification and stay in designated Work areas at all times while on the District's property. The District shall have the right to require Contractor to

remove any of its employees or agents from the Project for failing to wear proper identification, being outside the designated Work area, fraternizing with or engaging in any improper behavior directed towards or in the vicinity of students, employees or guests of the District, or for any other good cause shown.

The Contractor shall take all reasonable safety precautions with respect to its Work and shall comply with all safety measures of the District and all applicable laws, ordinances, rules and regulations for the safety of persons or property in connection with the Contractor's performance under this Agreement. Contractor shall take any precautions necessary to protect the Work of other trades from damages cause by its operations.

31. **WARRANTY AND CORRECTION OF WORK.** Contractor warrants that (i) all materials and equipment furnished and incorporated by it in the Project shall be new, (ii) all materials, equipment and Work provided by it shall be of good quality, free from any faults and defects and (iii) all materials, equipment and Work provided by it shall be in conformity with all applicable laws, rules and regulations and with the Contract Documents. Contractor shall correct any Work that fails to conform with any applicable law, rule or regulation or with the requirements of the Contract Documents if such failure to conform appears during the progress of the Project. The Contractor agrees to assign to the District at the time of final completion of the Work any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties.

In addition to, and not in limitation of the foregoing warranties, Contractor shall also remedy any defects due to faulty materials or workmanship which appear within a period of one (1) year from the date of completion of the Project. One month prior to the expiration of the one (1) year period, the Contractor shall attend a walk-through of the Project.

32. **ANTI-ABUSE OF DRUGS AND ALCOHOL.** The Contractor shall make a good-faith effort to ensure that no employee of the Contractor will purchase, transfer, use, possess or be under the influence of alcohol or illegal drugs or abuse legally-obtained drugs while on or about the Project. Except for the term "employee," terms in this paragraph are used as defined in Rule 123:1-76 of the Ohio Administrative Code.

33. **CHANGES TO THE PROJECT.** By appropriate modification, changes in the Project may be accomplished after execution of this Agreement. The District, without invalidating this Agreement, may order changes within the general scope of the Project consisting of additions, deletions or other revisions, with the Contract Sum and term of the Agreement being adjusted accordingly. Such changes in the Project shall be authorized by either (i) mutual agreement of the Parties through a written Change Order signed by the District and the Contractor, or (ii) in the absence of mutual agreement, by written Construction Change Directive signed only by the District.

In the case of a Construction Change Directive signed only by the District, adjustments in the Contract Sum shall be determined by calculating the Contractor's cost of additional labor, material and equipment and a reasonable allowance for overhead and profit, unless the

Parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive, and the District will make an interim determination of the amount of payment due for purposes of certifying the Contractor's invoice for payment. When the District and Contractor agree on adjustments to the Contract Sum and/or the term of this Agreement arising from a Construction Change Directive, the District will prepare a Change Order. The Contractor shall proceed diligently with the performance of the changes in the Project following receipt of and as set forth in the Construction Change Directive pending resolution of a Change Order.

The District will have authority to order minor changes in the Project not involving adjustment in the Contract Sum or extension of the term of this Agreement and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the District and Contractor. The Contractor shall carry out such written orders promptly.

Agreement on any Change Order shall constitute a final settlement of all claims of the Contractor relating to the change in the Project that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule.

34. **SUBMITTALS.** The Contractor shall review for compliance with the Contract Documents and submit to the District shop drawings, product data, samples and similar submittals required by the Contract Documents in such sequence as to allow the District reasonable time for review. By submitting shop drawings, product data, samples and similar submittals, the Contractor represents to the District that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals. shop drawings, product data, samples and similar submittals are not Contract Documents. In the event of a conflict between submittals and the Contract Documents, the Contract Documents take precedence and govern the Work unless the variance in the submittals is accepted by Change Order.
35. **OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE.** Instruments of service, including drawings and documents that are required to be provided or prepared by the Contractor or Subcontractor pursuant to this Agreement shall become, upon payment of all undisputed payments due the Contractor, the property of the District whether or not the Project for which they are prepared is commenced or completed. The Contractor may retain copies, including reproducible copies of such instruments of service for information and reference. Such instruments of service may be used by the District or others employed by the District for reference in any completion, correction, remodeling, renovation, reconstruction, alteration, modification or addition to the Project, without compensation to the Contractor or Subcontractors. Such instruments of service shall not be given or sold by the District to be used by others on other

projects except by agreement in writing and with agreed upon appropriate compensation to the Contractor or Subcontractor, as applicable. The Contractor shall not be held liable if (i) a third party receives the instruments of service and either modifies, changes or uses them for the Project in a way not originally anticipated when the documents were created, or (ii) the instruments of service are used by others not related to the Project without the involvement of the Contractor. If any event occurs for which the Contractor may be liable, the District shall notify the Contractor of such event as soon as practical after such event and shall provide access to the Project to the Contractor, Subcontractor and their representatives.

36. **COMMUNITY INCLUSION PLAN PROGRAM.** Contractor shall adhere to the requirements of the District's Community Inclusion Plan Program as detailed in the ITB and the District's goals with respect to its Diversity Business Enterprise Program and Workforce Participation Program.

37. **CLAIMS AND DISPUTES.**

37.1 The parties are fully committed to working with each other throughout the project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements.

37.2 Contractor and District will first attempt to resolve any dispute, disagreement, controversy or claim (including a claim that is not resolved in accordance with Section 37.1) through direct discussions. Upon the request of either party, Contractor and District shall meet as soon as possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between Contractor and District, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement. If the meeting does not occur within the thirty (30) day period, or if after meeting Contractor and District determine that the dispute or disagreement cannot be resolved on terms satisfactory to both parties, the parties may, within thirty (30) days thereafter, follow the process set forth in Section 37.3 herein.

37.3 Any dispute, disagreement, controversy or claim between District and Contractor arising out of or related to this Contract, or the breach thereof not resolved through the process set forth in Section 37.2, shall be settled by litigation as the method of binding dispute resolution. In addition, the Parties may, by written agreement, submit any disputes to non-binding mediation upon such terms as shall be mutually agreeable and such mediation shall take place at an agreed-upon location in Cuyahoga County, Ohio. The mediation may occur concurrently with or prior to litigation. This Article shall not prevent either party from bringing a third party claim in pending litigation for indemnity and/or contribution.

38. **MINIMUM WAGES.** Laborers and mechanics employed on the Project will be paid the full amount of wages and bona fide fringe benefits or cash equivalents thereof at rates not less than those contained in the applicable general wage determinations by the United States Department of Labor ("DOL") in accordance with the Davis-Bacon Act, 40 USC 3141 et seq. and 29 CFR, Parts 1, 3, 5, 6 and 7. The current DOL general wage determination is attached as Exhibit D. In the event that the class of work of any of the laborers or mechanics for the

Project are not covered by the DOL's general wage determination, the Contractor shall use good faith efforts to obtain a classification and wage rate determination from the DOL. In the event the Contractor is unable to obtain the classification and determination from the DOL, then the Contractor shall utilize the rate and classification for Cuyahoga County, Ohio as established in the applicable collective bargaining agreement for the Work, regardless of whether the Contractor is a party to the collective bargaining agreement. The District will not seek enforcement of the wage rates through the DOL or the mechanisms of 40 USC 3141 et seq. Rather, the District shall be entitled to rely upon the accuracy and completeness of certified payroll reports of compliance with the wage rate requirements submitted by Contractor. When submitting certified payroll reports, Contractor shall utilize the DOL Form WH-347 or equivalent form. Failure to pay the wage rates will be deemed non-compliance and a material breach of the terms and conditions of this Agreement.

[Signature Page Follows]

CONTRACT MUST BE APPROVED BY CMSD LEGAL DEPARTMENT PRIOR TO SIGNATURE

Approved as to form:

Law Department
Cleveland Municipal School District

DATE: _____

NOTICE TO VENDORS

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

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 CMSD 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.

[CONTRACTOR]

CLEVELAND MUNICIPAL SCHOOL DISTRICT

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____



PART 2

For the
Cleveland Metropolitan School District

FORMS AND SPECIFICATIONS

#21222

Section II – Division 1 – General Specifications

Section 01000 – Summary of Work

1.01 General Requirements

A. Drawings and general provisions of the contract, including general and supplementary conditions and other division 1 specifications sections, apply to this section.

1.02 Name of Project

Move the Existing Modular Unit at Saint Thomas Aquinas to Saint Adalbert	
Saint Adalbert	Saint Thomas Aquinas
2346 East 83 RD. St.	9101 Superior Ave.
Cleveland, Ohio 44104	Cleveland, Ohio

1.03 Multiple Prime Contracts

A. The Installation of the new Modular Unit, will be constructed under a Single Construction Contract, other Prime Contract work may still be ongoing.

1.04 Coordination

A. The term “contractor” applies only to the person, company, or corporation signatory, with the owner, to an agreement of the execution of all work for the respective categories described by the specifications. He is employed to provide scheduling, coordination, direction, and supervision for his respective category of the work and to deliver a complete piece of work within the stipulated contract time.

1.05 Use of Premises

A. During the construction period, the contractor shall have limited use of the premises for construction operations, including use of the site, as determined by the owner. The contractor’s use of the premises is additionally limited by the owner’s right to perform work or to retain other contractors on portions of the project.

B. Use of site: limit use of premises to work in areas indicated. Confine operations to areas within contract limits indicated. Do not disturb portions of the site beyond the areas in which the work is indicated.

1. Owner occupancy: allow for owner occupancy and use by the public.

2. Driveways and entrances: keep driveways and entrances serving the premises clear and available to the owner, the owner’s employees, and emergency vehicles at all times. Do not use these areas for parking or storage materials. Schedule deliveries, to minimize space and time requirements for storage of materials and equipment on site.

C. Use of the existing building: maintain the existing building in a weather tight condition throughout the construction period. Repair damage caused by construction operation. Take all precautions necessary to protect the building and its occupants and contents during the construction period.

1.06 Works under Other Contracts

A. Cooperate fully with separate contractors, if any, so work on those contracts may be carried out smoothly, without interfering with or delaying work under this contract.

B. Other Contracts:

1. None

1.07 Scope of Work:

- A. Transport the (14' x 50') Modular Building from Saint Thomas Aquinas Campus at East 91 St to Saint Adalbert at East 83 Rd. St. in Cleveland, Ohio, inclusive of permits and Escort Services.
- B. For access to the site and building location the existing fence and guardrail must be removed.
- C. Install new concrete pier foundations, (10) units 24" dia. by 42" deep and remove all excavated debris for the site. Install eight (8) wet cement "J" hooks anchors and straps per design requirements. The new building will be situated in the lawn area next to the existing Modular Unit. Provide Temporary steel Construction Fencing around work area. Install 6 mil Vapor Barrier in the Crawl Space area with 3" gravel Ballast. Remove the existing Fencing on the street side for access to the site and reinstall the fencing when completed. Install a concrete Rodent Deterrent around the perimeter of the Building Crawl Space. The continuous concrete slab will be 4" in depth and 2' wide with 3/8' Rebar for the slab reinforcement.
- D. Complete the installation of the Building on the prepared foundation, inclusive of anchoring, vented duratemp skirting, trim and access panel. The foundation will be vented, per code requirements, removal and proper disposal of all debris, Storage of the Building Running Gear will be in the crawlspace area as required for future mobilization. Rodent Barrier will be installed around the perimeter of the facility prior to the skirting installation. Caulking and painting of the Building Exterior after the installation is complete. Paint the interior ceiling of the facility. General Cleaning of the facility prior to turn over. Installation of the HVAC Condenser Unit on a new concrete slab. Installation of an HVAC Enclosure to protect the Unit.
- E. Construct Access Decks, Ramps Canopies, and steps per the Design Plan Drawings. This Construction will utilize treated lumber construction on all exposed areas. Metal Handrails will be furnished per Design Drawings. Concrete pier foundations 12" dia. and 41" deep will be installed at each support column. Non Slip Deck Surface will be installed per the Design Requirements . Re-configure the existing fence to accommodate the new installation. Install %' wide Concrete Access Walks to the Ramp and steps at the exit Doors.
- F. Electrical Service: Provide Service Entry Equipment for a new 200 AMP overhead utilizing the existing Service Pole on site located to the north of the Unit. Underground Service from the Pole location to the Building Panel. Install a 1" PVC Conduit for the Telephone Services provided by others. Provide Coordination for the new Electrical Service. Utility Company fees will be paid by others.
- G. Storm Sewer Services: Install Storm Sewer to accommodate the roof run off water. These 4" SDR-35 Downspout Sewer Lines will be connected to the existing Storm Sewer at the Curb. Backfill, Grading, Landscape Restoration and Fencing removal and replacement are included.
- H. Fire Alarm: Upgrade the Fire Alarm Panel as required in the existing Modular Unit to allow interconnection of the New Modular Unit into that system. This will be a Monitored System, inclusive of (no Smoke Detectors per Bid), Pull Stations, Fire Alarm Panel Upgrade, Audio Visual Devices and Visual Devices. The Fire Alarm Panel will have reporting capabilities. Monitoring Service and Phone Lines wii be necessary and

will be provided by others. Raceway for the (2) Phone Lines supplied by Owner will be installed underground in the Electrical Service Trenching.

I. Design Services, Permit and Project Management: Contractor to include cost of Design Services in Bid Amount. If Design are by Owner, Contractor to Deduct cost of Design Service from Bid Amount, Permit fee to be included in Base Bid Amount.

J. Landscape Guardrail and Fence Restoration: Rough and Final Grading around the perimeter of the Building and any areas disturbed by the Construction Services. Rework the Guard Rail Section and the perimeter Fence Restoration of the area removed for Access to the Site.

K. Low Voltage Devices: Low Voltage Devices: (Telephone, PA, Secure Access, Cameras & Data) to be furnish and installed by others.

L. SAC & WAC Fees: Sewer availability and Water Tap or Usage Fees, if applicable, is by others.

M. Security Requirements

1. All personnel to wear I.D. Badges. Personnel not complying with CMSD security requirements will be immediately ordered off the project and without prejudice or recourse to CMSD.

2. Contractor agrees to successfully complete background checks on all of its employees, agents and subcontractors per requirements of Ohio Revised Code O.R.C. 3319.39, who provide services under this Agreement to CMSD Facilities. Contractor 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 or pleaded guilty on any criminal offense enumerated in O.R.C. 3319.39B).

E. Guarantee and Warranty

1. The Contractor shall provide a dMaintenance Guarantee to the School District that all Work is in conformity with the Plans and Specifications and free from defects in workmanship, materials and equipment for a period of one (2) year or such longer period as specified in the Contract Documents. The Guarantee time period shall commence on the date of approval of the certificate of Contract Completion by the CEO, unless otherwise provided in writing. See Section 5020 for complete description of Contract Work.

End of Section

Section 01110 – Project Allowance Schedule

1.01 General Requirements

A. Drawings and general provisions of the contract, including general and supplementary conditions and other division 1 specifications sections, apply to this section.

1.02 Allowance Description

A. Allowance

1. An Allowance for unforeseen conditions, and other additional work not covered by these specifications is included on the bid form as a line item. The allowance is \$5,000.00 for Labor and Material.
 - a. Actual Permit cost to be deduct from the Allowance Funds.
2. Unit labor costs, provided by contractor, will apply to Allowance work.

End of Section

Section 01150 – Submittals

1.01 General Requirements

A. Drawings and general provisions of the contract, including general and supplementary conditions and other division 1 specifications sections, apply to this section.

1.02 Shop Drawings and Product Data

A. Shop drawings

1. Prime Contractor to furnish all Engineering Drawings required for Permits, Site Work, Foundations, Electrical, Utilities and Communication Systems.

B. Product data

1. Submit four (4) copies of manufacturer's data bulletins, specification, and of catalog cuts for approval.

C. Identify Shop Drawings And Product Data With The Following Data:

1. Owners name
2. Project location
3. Project title
4. Specification & section numbers relating to drawing or data.

D. Contractor to stamp each submittal with his stamp indicating data set forth thereon has been checked for compliance with contract documents; shop drawing of equipment to bear seal of certification of vendor or manufacturer.

E. Owner Representative will review all submittals of shop drawings and product data, for general compliance of the specifications. This review does not relieve the contractor in any way of responsibility for satisfactory construction, compliance with contract documents and applicable codes, or for errors or omission of any kind in the final work.

F. No work is to be started until all submittals have been approved.

1.03 Submit to The Owner's Representative for Review the Contractor's Written Employee safety plan prior to any construction.

1.04 Submit to The Owner's Representative All Required MSDS Data Safety Sheet.

1.05 Samples

A. Not required.

1.06 Close out Submittals

A. Close out data to be put in a three-ring loose-leaf binder and forwarded to the owner's representative, containing the following:

1. As-built drawings
2. Manufacturer's on-site inspection reports
3. Maintenance / warranty manual

End of Section

Section 01200 – Project Meetings

1.01 General Requirements

A. Drawings and general provisions of the contract, including general and supplementary conditions and other division 1 specification sections, apply to this section.

1.02 Pre-Construction Meeting

A. The project manager, representing the owner, shall schedule a pre-construction meeting at the job site prior to the actual start of operations. All contractors are requested to be present to discuss the scope of work for the project.

1.03 Job Meetings

A. In order to maintain orderly progress of the work, job meetings will be scheduled as required by the Project Manager.

1. The Project Manager can schedule necessary job meeting if the work progress does not meet the schedule.

1.04 Job Site Administration

A. Request for special instruction, additional details, color schemes, etc. shall be made available by the Owner's Representative during scheduled job meetings. Requests shall be made from time to time as need develops, but at least two weeks shall be available to the Owner's Representative for preparation and delivery of information.

1. Contractor is fully responsible for any delay in his work or to others arising from failure to make timely requests for supplemental information.

End of Section

Section 01300 – Quality Assurance

1.01 General Requirements

A. Drawings and general provisions of the contract, including general and supplementary conditions and other division 1 specifications sections, apply to this section.

1.02 Material Approval

A. Owner's representative will have the authority to reject work, which does not conform to requirements of contract documents.

B. Where contract documents require materials to be Inspected or tested by contractor, such inspections and tests shall be conducted by an independent testing laboratory selected and approved by owner's representative.

C. If owner's representative determines that any work requires special inspection or testing. Contractor shall perform such special inspection or testing as directed. If special inspection or testing reveals a failure of work to comply with requirements of contract documents, contractor shall bear all costs thereof; otherwise, owner will bear such costs and appropriate supplemental work authorization will be issued.

1.03 Contractor Assistance

A. Contractor shall cooperate with owner's representative and assist laboratory personnel at project site by furnishing necessary labor, tools, and equipment.

1.04 Contractor

A. Not used

1.05 Manufacturers Field Services

A. Manufactures of materials shall, when requested, to provide the full time services of a trained employee of the manufacturer to work with the roofing installer to assure proper use of the product.

B. Notification- Inspection and Tests

1. Notify owner's representative in advance of dates of inspection and or test at project site; provide notification one (1) week in advance of dates scheduled for inspection and tests away from project site. All inspections and test are subject to observation by the owner's representative.

C. Release

1. Release of work or waiver of inspection or testing does not relieve contractor of responsibility of conforming to requirements of contract documents or invalidate owner's representative's right to order replacement of non-conforming work.

End of Section

Section 01320 – Project Schedule

1.01 General Requirements

A. Drawings and general provisions of the contract, including general and supplementary conditions and other division 1 specifications sections, apply to this section.

1.02 Qualifications

A. The Contractor shall designate an authorized representative who shall be responsible for the preparation of all required project schedule reports.

1.03 General Requirements

A. A Project Schedule as described below shall be prepared. The scheduling of construction shall be the responsibility of the Contractor. Contractor management personnel shall actively participate in its development. Sub-Contractors and Suppliers work on the project shall also contribute in developing and maintaining an accurate Project Schedule. The approved Project Schedule shall be used to measure the progress of the work, to aid in evaluating time extensions, and to provide the basis of all progress payments.

1.04 Project Schedule

A. the Contractor is to use P3 of Sure Trak, or other format as determined by the Construction Manager, and schedules must be submitted in a format acceptable to CMSD.

B. See Bid Documents for Completion Date.

End of Section

Section 01322 – Photographic Documentation

1.01 General Requirements

A. Drawings and general provisions of the contract, including general and supplementary conditions and other division 1 specifications sections, apply to this section.

1.02 Photography

A. Each Prime Contractor shall take digital photographs of work progress, starting with pictures of grounds prior to starting any work, and a set of picture of work progress at the end of each week, issue then on disc and (2) color sets of prints each month with their pay requests. The pictures must illustrate work in place of work that will be covered for clear documentation of progress and adherence to the Contract Documents.

B. Failure to comply with these photographic requirements will delay the pay request process.

End of Section

Section 01400 – Regulatory Requirements

1.01 General Requirements

A. Drawings and general provisions of the contract, including general and

B. Supplementary conditions and other division 1 specification sections, apply to this section.

1.02 Governing Regulations

A. Occupational safety and health regulations for construction and other codes, rules and ordinances governing work are as fully a part of this specification as if herein repeated.

B. Where removal of hazardous materials is required, compliance with national emission standard for hazardous air pollutants (neshap), state and Federal Environmental Protection Agency (EPA), OCCUPATIONAL AND SAFETY AND HEALTH ADMINISTRATION (OSHA) And State Department Health Regulations are Mandatory.

1. Before proceeding with removal work, submit to owner sufficient written documentation indicating that removal procedures are in compliance with regulatory agency laws and regulations.

C. Compliance with all local codes, Ohio Building Code, and Ohio Basic. Plumbing Code is Mandatory

End of Section

Section 01500 – Job Facilities and Temporary Utilities

1.01 General Requirements

A. Drawings and general provisions of the contract, including general and supplementary conditions and other division 1 specification sections, apply to this section.

B. Prime Contractor (General Contractor) shall provide temporary utilities as outlined below.

1. Provide and maintain lights, barricades, and supervision at obstruction in buildings, drives, and walks, and at all material storage areas and work areas for his respective work.

2. Provide constant protection against rain, wind, storm, and heat so as to maintain work free from damage.

3. Protect school buildings, grounds, roads, walks and maintain them throughout the course of the work; repair damage to same without extra cost to the CMSD.

4. Prime contractor to secure and pay for all necessary permits, relating to this bid package.
5. Provide adequate supervision, barricades, and other safety related items at all construction areas during working hours on the site. At no time during the working hours shall work areas, materials, or equipment be left unattended, breaks and lunch hours included.

2.01 Protection

A. It is the intent of these specifications to have the Prime Contractor maintain his work, materials, apparatus, and fixtures free from damage in accordance with the general conditions throughout the entire construction period.

1. Work that is likely to be damaged is to be covered or protected at the end of each day's work. Any work damaged due to failure to provide protection shall be removed and replaced with new work at the contractor's expense
2. No materials, tools and or equipment are to be stored on the grounds unless it is in a locked storage unit, due to the high vandalism in the area.

2.02 Safety

- A. Contractor shall adhere to a safety program and at all times enforce all safety CODES AND STANDARDS REQUIRED BY THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) and / or any other applicable local, state or federal agency. Special attention needs to be given to all material hoisting and material removal operations to protect both the contractors and owner's personnel. Contractor shall, at a minimum, hold weekly tool- box safety meeting with all employees and subcontractors associated with this project and keep written reports on subjects and personnel who attended each meeting. Contractor shall furnish the owner with the contractor's written employee safety plan prior to any construction. This safety plan must meet the minimum requirement of all governing authorities related to this project.
- B. Assure that all mechanics on the project been trained in the material application safety.
- C. A copy of the Material Data Safety Sheet is to be kept on the job at all times.
- D. Two fully trained contractor personnel in administering first aid are to be on job at all times, as required by the safety data sheets.

2.03 Fire Prevention

- A. Comply with directives contained in NFPA 241, safeguarding building construction operations
- B. Conduct operations requiring open flames, such as lead pots, torches, etc. In a safe manner. Excess LP / Propane Tanks are to be stored in a safe area away from building.
- C. Do not burn trash or waste materials on owner's property.
- D. Check and secure all fittings, hoses and heads before and while using torch equipment. Check for leaks using soapy water. Never by pass triggers or regulators on torches, trolleys, or tanks.
- E. Secure propane tanks in upright position ten (10) feet from open flame. Place torch heads carefully into support legs with heads at an upward angle when not in use. Never leave a lighted torch unattended.
- F. Make sure operators wear proper clothing, gloves, boots, and eye protection.
- G. Propane is heavier than air – check low-lying areas for accumulation of gasses. Never operate torch when the smell of gas is evident.

H. Obtain Permit for Hazardous Substances for the City of Cleveland Fire Dept. and forward a copy to CMSD – Construction Management.

2.04 Temporary Utilities

A. Temporary Power

1. Owner will furnish 110 volt 15 / 20 amp service (whatever is available at the nearest junction box) as long as it does not interfere with the building operation. It is recommended that the contractor bring portable generators. If more than 110 volt 20 amp service is required, contractor to supply with portable generator.

B. Temporary Water

1. Furnished by owner but limited to garden hose bib at fixed location.

C. Temporary Telephone

1. Contractor to furnish and maintain temporary telephone service as necessary for work.

2.05 Temporary Heat

A. Prime Contractor shall provide temporary heat and fuel as necessary to complete the work, if applicable.

B. Prime Contractor shall provide at his own expense all cold weather protection, as required to carry on his respective work expeditiously during inclement weather and to protect all work and materials from damage by the weather.

C. Prime Contractor shall pay all fuel bills for his “temporary heating needs”.

2.06 Temporary Sanitary Arrangements

A. Prime Contractor shall provide temporary toilets, acceptable to public health authorities. Locate as directed by owners representative. Maintain in antiseptic condition at all times.

2.07 Temporary Scaffolds, Staging, and Safety Device

A. Contractor shall be responsible for providing erecting, maintaining and removing when directed, all scaffolding, ladders, staging, platforms, temporary runways, ramps, chutes, temporary flooring, guards, railing, stairs, warning lights, etc. As required by local and state codes or ordinances for protection of workmen and public related to the work. Construction, inspection, and maintenance of above items shall comply with all safety codes and regulations as applicable to the project.

2.08 Parking

A. Location of on-site parking for contractor’s employees will be determined at the Pre Construction Meeting. Trucks and equipment parking is limited to staging area.

B. Location of staging areas will be determined at the Pre Construction Meeting, by Custodian, CMSD-Trades Department., and Project Manager.

2.09 Dust and Dirt Controls

A. Control blowing dust and refuse.

B. Remove accumulation of dust, dirt, and litter.

2.10 Fume and Odor Controls

A. Prime Contractor to provide a temporary six (6) foot high chain link fence enclosure around staging area, with operable gate, chain, and lock, for the duration of the project. At the completion of the project, the fence is to be removed, and fence post holes are to be filled in.

2.11 Flammable Substances

A. Adhesives, liquid-welding agents, cleaning agents, and sealants contain ingredients, which are both toxic and flammable. Use of these products shall be restricted to fully ventilated areas.

1. Avoid breathing vapor and do not use near heat, sparks, open flames, etc. Do not smoke during use.

2.12 Project Signs

A. No project signs are permitted

End of Section

Section 01600 – Products

1.01 General Requirements

A. Drawings and general provisions of the contract, including general and supplementary conditions and other division 1 specifications sections, apply to this section.

1.02 Description

A. The contract documents, drawing and specifications, illustrate each type of work required to construct and complete the project.

B. The specifications and drawings supplement each other to provide a complete, finished system of work, unless otherwise specifically indicated. Any work obviously necessary to provide proper performance of the component parts and customarily a part of similar work, even though not specifically mentioned is to be supplied under this contract.

C. This specification delineates minimum criteria for performance. If any manufacturer or supplier will not guarantee his product to perform as required in the designated application, his objection must be transmitted to the owner representative in writing before accepting an order or delivering any work of the category in question. If no exceptions are stated, the respective contractor is responsible for the proper installation and performance of items to be incorporated into the work.

D. Follow the specific directions of the manufacturer for installing proprietary items. In case of conflict between the manufacturer's directions and the contract documents secure specific instructions from the owner's representative before proceeding with the work.

1.03 Standard Specifications

A. Federal specifications and other national standards are, by reference, made a part of this project. The latest revisions govern except when specific year editions are named.

1.04 Materials and Substitution

A. Where specific brands or manufacturers are specified, the exact item names to be furnished with no substitution.

B. No material, for which samples are required, shall be delivered to the site for use until representative samples have been approved in writing by the owner's representative.

C. When a material has been approved, no change in brand or make will be permitted unless the manufacturer cannot make satisfactory delivery, or the material delivered fails to comply with the contract requirements.

1. Specific reference in the specifications to any article, device, product, material, fixture, form, or type of construction will be interpreted as establishing a standard or quality and shall not be construed as limiting competition. The contractor may, at his option, use any article, device, product or material, fixture, form, or type of

construction, which, in the judgment of the owner's representative expressed in writing, will be a satisfactory substitution for the named.

2. Where the terms "or equal", "similar (as) approved" or "equivalent" appears in the specifications, their connotation will be construed: that in the owner's representatives opinion the product or process will provide the same of equally desirable features and service, the same variety and refinement of control, the same accessibility and ease of maintenance and repair, the same accuracy of assembly and uniform quality, equally rugged. Construction of similar gauges and weights of strength of materials and of similar acceptable finish and without increase in energy consumption, decrease in capacity, or alteration in its environmental impact.

3. Note that the design documents generally are based on specific products. If an approved substitute is to be utilized for the improvement, any cost for modification, on account of providing adequate clearances for operation, service, and / or replacement, must be assumed by the respective contractor without charge in contract price.

D. Approval of any material will be general only and will not constitute a waiver of the District right to demand full compliance with contract requirements. After actual deliveries, the owner's representative will order such check test as he deems necessary in each instance and may reject materials, equipment, or accessories, for cause, even though the materials and devices have been given general approval. If materials, equipment or accessories of the type failing to meet check tests have been incorporated into the work, the owner's representative shall have the right to cause their removal and replacement with complying materials, or to demand and secure such reparation form the contractor as is equitable.

End of Section

Section 01700 – Additional General Requirements

1.01 General Requirements

A. Drawings and general provisions of the contract, including general and supplementary conditions and other division 1 specifications sections, apply to this section.

1.02 Meetings

A. Pre-construction meeting Within 10 days after notice to proceed, and before any work is started, contractor to meet with owner's representative for a pre-construction meeting to review the scope of work, staging and other agenda as noted below.

1. Establish construction start date
2. Construction schedule
3. Use of approaches, corridors, stairways, elevators, and other public areas.
4. Entry into occupied area for inspection and repairs; required notices and scheduling
5. Staging, material, and equipment storage areas.
6. Submittal review
7. Temporary utilities; water, power, parking, etc.
8. Safety and health

B. Progress meeting Bi-weekly progress meetings are not required. If job progress schedule is not being adhered to, Owners Representative will schedule job meeting as required.

1.03 Drawings and Specifications

A. General Contractor to furnish all required Architectural drawing and future revised issues. General Contractor is responsible for additional prints, if required for work.

B. Should errors be found in drawings or specifications, immediately notify General Contractor and Owner's Representative in writing and do not proceed with work in question until error is resolved with owner's representative.

C. Changes to drawings will be shown by notes in margins including new issues, number, and date. Contractor shall mark void all previous issues.

D. Have available at project site one complete set of drawings, specifications and all addenda issued. Keep such materials in good order and available to owner's representative at all times.

1.04 Changes in the Work / Change Orders

A. In the event changes are required in the work, the applicable unit pricing for the work shall be used in adjusting the contract price. It is agreed that this schedule be used only for the purpose of establishing change order prices and that all other provisions of the contract governing shall remain in force.

B. Changes in the work shall be authorized by the owner or his representative. Authorization shall be secured by the contractor prior to commencement of the work, by submitting to the owner's representative a properly executed and signed change order (AIA DOCUMENT G701 OR CMSD CHANGE ORDER DOCUMENT).

C. Value of change shall be governed by unit pricing. Changes of work which cannot be valued by unit / alternate pricing shall be valued in accordance with AIA A201 (CURRENT EDITION).

1.05 As Built Drawings

A. Required.

1.06 Advertising, References and Pictures

A. No references to the project are to be made or photographs of the work in any advertisement without written permission of the owner. These limitations also apply to subcontractors and vendors.

1.07 Relocation of Materials, Equipment, and Facilities

A. Owner's representative will make all reasonable effort to provide suitable and undisturbed space to the contractor; however, if it becomes necessary at any time during progress of work to move temporary storage facilities, field offices, equipment or materials, the contractor, when instructed by the owner's representative, shall move such components without additional cost to the owner

1.08 Labor and Material

A. By executing the contract and or purchase order, contractor warrants to owner that all materials and equipment furnished under the contract will be new unless otherwise specified, and that all materials, equipment, and labor will be of good quality, free of defects and in accordance with the contract documents. All work not conforming to these requirements will be considered defective and shall be replaced without additional cost to the owner. If required by owner's representative, furnish evidence as to the kind and quality of materials and equipment furnished by contractor.

1.09 Supervision

A. Assign to the work a competent resident superintendent and necessary assistants, all satisfactory to the owner's representative. Superintendent shall represent contractor and all instructions given to him shall be as binding as if given to contractor. Contractor's superintendent is not to be replaced during progress of work without consent of owner's representative.

B. Superintendent and at least two assistants must have attended and passed the primary materials manufacturer's installation course. Evidence of completion of manufacturer's training must be presented prior to project start.

1.10 Removal of Workmen

A. Contractor shall be responsible for all personnel employed in work and shall have power to employ and discharge such personnel, or remove from project site, personnel employed in the work, who in the judgment of owner's representative, are detrimental to the best interest of owner and the project.

1.11 Inspection and Tests

A. Parts of the specification state that the owner's representative or a testing laboratory retained by the owner will perform certain tests, contractor to cooperate with the owner's representative and assist the laboratory technician at the site in the performance of tests by furnishing labor, equipment and small tools (i.e. wheel barrow, shovel, etc.).

B. Notify the owner's representative in advance of test and inspections the contractor is to perform at the site. The owner may witness same at his option. It is the contractor's responsibility to notify the proper building department authorities, insurance carriers, etc. of scheduled test and inspections and perform those functions to their satisfaction.

C. Notify the owner's representative of any scheduled test dates that are away from the job site, with at least one weeks advance notice. All factory tests shall be witnessed by the owner's representative, unless otherwise directed. Release of materials and / or equipment or waiver of inspection shall not relieve the supplier or contractor from responsibility nor invalidate any claim which the owner may make because of unsatisfactory material and/ or construction.

D. See to it that the owner's representative has access during working hours to all parts of the factory or fabricator's shop where materials and / or equipment is being fabricated or manufactured for this project and is provided with all reasonable inspection facilities.

1.12 Field Measurements

A. Obtain or verify all dimensions for the accommodation of equipment and / or materials furnished by the owner and / or the contractor and installed by the contractor. Dimension on the drawings indicate nominal sizes under ideal conditions and shall not under any circumstances be so construed as to relieve the contractor of the responsibility of taking measurements in the field and furnishing material of the correct dimensions.

1.13 Lines and Grades

A. The owner's representative will designate control lines for the contractor's use, if necessary.

1.14 Interference

A. Coordinate work in order to eliminate interference. Examine in advance the location of mechanical and electrical systems and equipment to be installed and properly coordinate the installation of resolved by the contractor, bring the situation to the attention of the owner's representative before proceeding any further with the work.

1.15 Access Roads

A. All contractors' employees and trucking for construction purposes shall have access to the site as directed by the owner's representative.

B. The contractor shall be liable for any damages caused to existing roadways, sidewalks, and fire protection system components as a result of the contractor's operation or that of his personnel. All such damage shall be repaired as soon as possible at the contractor's expense.

C. All delivery of material and equipment shall be directly to the contractor at the construction area. Material deliveries shall be arranged so as not to interfere with owner's employees entering and leaving the site.

1.16 Plant Interferences

A. Contractor shall see to it that his personnel work in complete harmony with the owner's employees.

B. No interruption of owner's operations will be permitted and contractor shall schedule and perform his work accordingly.

1.17 Plant Rules

A. Contractor employees shall be instructed to refrain from fraternization with the building occupants.

B. The contractor shall furnish owner's representative on the job with a list of personnel to be working at the project.

C. The owner's security service shall retain the right to inspect all packages, material, equipment, and property of any nature, entering and/ or leaving the plant, as circumstances warrant. The guard shall hold any material, which he deems irregular or about which he has any doubt until it is inspected and passed by the owner's representative.

D. Motor vehicles will be permitted at the designated dock, to load or unload materials, equipment, tools, trash, etc. All motor vehicles while on owner's property shall be driven slowly with extreme caution, obeying all posted traffic signs.

E. Contractor has the responsibility to protect all of his personal property, materials, equipment, etc, from theft. All material, equipment tools, etc. must be stored in a locked temporary storage unit, due to the high theft rate in the area.

F. Contractor shall not leave materials, tools, etc., lying in an unsafe manner while working on the owner's property. Do not store tools or materials, which block an exit or path to an exit.

G. Provide barricades and warning signs at all operation of the work which are deemed hazardous by the owner's representative to the movement of both contractor's and owner's personnel.

H. Maintain good housekeeping. Do not allow accumulation of rubbish or scrap materials. Remove rubbish and scrap daily.

I. CMSD prohibits the use, possession, distribution, or sale on the project premises, facilities, or work place of any of the following: fire arms, alcoholic beverage, intoxicants, drugs, and related drug paraphernalia, also, the sale, distribution or use on any tobacco products on the project premises is prohibited. Employees must not report for duty or perform work while under the influence of any drug, alcoholic beverage, or intoxicant. Employees on the project premises may be subject to search as provided

herein. Applicants and employees will be required to consent to drug/alcohol testing as provided here in.

J. Contact owner's representative on job prior to placing or using any rigging, hoists cranes, temporary stairs, towers, etc.

K. Provide the owner's representative with sufficient advance notice, when planning to work outside normal hours so that his manpower, security forces and other interested parties may be advised.

L. Provide barricades and warning signs at outside excavation or at holes cut through walls, floors, or roofs in building, also as required about any working area.

M. Smoking is prohibited in school district buildings and vehicles.

N. Use only 3-wire electrical equipment with ground fault protection. Electrical extension cords shall be kept clear of aisles.

O. All emergency accesses from the buildings must be kept clear at all times.

P. All ladders are to be taken down at the end of each day.

1.18 Protection of Work and Building

A. The contractor shall protect and maintain all building entrances to allow safe pedestrian entrance to the building.

B. Provide protection of equipment and personnel during operations creating dust from drilling, chipping, etc.

C. The contractor shall be responsible for the protection of the building exterior and grounds from contractor operations. When hoisting materials and / or removing materials, cover exterior walls, including all items in the work area with tarps or other required protection.

End of Section

Section 01800 – Clean Up

1.01 General Requirements

A. Drawings and general provisions of the contract, including general and supplementary conditions and other division 1 specifications sections, apply to this section.

1.02 Cleaning Up

A. Refer to respective trade section of specifications.

1. Throughout the construction period, Prime and Sub Contractors shall maintain construction site in a standard of cleanliness.

2. Prime and Sub Contractors shall conduct daily inspection to verify standards of cleanliness of this section are being met.

3. During Construction

a. Prime and Sub Contractors shall keep his work areas free of accumulation of waste material, rubbish, and debris. Contractors shall collect waste, rubbish and debris daily and place in areas designated, for removal from site.

b. Prime and Sub Contractors shall remove waste materials, rubbish, and debris from site and legally dispose of it at public or private dumping areas off the owner's site.

c. Prime and Sub Contractors shall handle materials in a controlled manner with as few handling as possible.

4. Final Cleaning:
 - a. Final “site” (contractor’s area of work) cleaning shall be done, where possible, just before final acceptance of the work (or at such time as directed by the owner’s representative).
 - b. Unless otherwise specified or shown to the contrary, all portions of the premises or site, which were disturbed, by the contractors or his employees during the progress of the work, shall be left restored to acceptable condition.
 - c. No burning of rubbish / debris will be permitted on the owner property.

End of Section

Section 01900 – Cutting & Patching

1.01 General Requirements

A. Drawings and general provisions of the contract, including general and supplementary conditions and other division 1 specifications sections, apply to this section.

1.02 Definition

A. Cutting: Removal of existing construction necessary to permit installation or performance of other work.

B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other work.

1.03 Submittals

A. Submit letter describing procedures at least 10 days before the time cutting and patching will be performed, requesting approval to proceed. Include the following information:

1. Describe cutting and patching, show how they will be performed, and indicate why they cannot be avoided.
2. Describe the changes to the existing structure and the anticipated results. Include changes to structural elements and operating components as well as changes in building’s appearance and other significant visual elements.
3. List products to be used and firms or entities that will perform the work.
4. Indicate when cutting and patching will be performed.
5. List utilities that cutting and patching procedures will disturb or affect. List utilities that will be relocated and those that will be temporarily out of service. Indicate how long service will be disrupted.
6. Where cutting and patching involve adding reinforcement to structural elements, submit details and engineering calculation showing integration of reinforcement with original structure.
7. Obtain approval of cutting and patching work by CMSD’S Structural Engineer or Architect.

1.04 Quality Assurance

A. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load –deflection ratio.

B. Do not cut and patch the following operating elements and related components in a manner that results in reducing their capacity to perform as intended or those results in increased maintenance or decreased operation life or safety.

1. Primary operation systems and equipment.

2. Air or smoke barriers.
3. Fire-protection systems.
4. Control systems.
5. Communication systems.
6. Conveying systems
7. Electrical systems.

C. Do not cut and patch the following elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or those results in increased maintenance or decrease operation life or safety.

1. Water, moisture, or vapor barriers.
2. Membranes and flashings.
3. Exterior curtain-wall construction
4. Equipment supports.
5. Piping, ductwork, vessels, and equipment.
6. Noise and vibration control elements and systems.

D. Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

1. If possible retain original Installer or fabricator to cut and patch exposed work. If it is impossible to engage original Installer or fabricator, engage another recognized, experienced, and specialized firm.

End of Section

Section 02000 – Closeout Documents

1.01 General Requirements

A. Drawings and general provisions of the contract, including general and supplementary conditions and other division 1 specifications sections, apply to this section.

1.02 Contractor to furnish the following close out documents, in a three-ring loose leaf binder. Closeout documents must be submitted to the owner's representative prior to final payment (retainage).

1. Manufactures warranties – Required
2. Contractor warranty- Required
3. Material and supplier's warranty – Required
4. List of subcontractor, materials, and equipment suppliers with current address and phone numbers.
5. Waiver of Lien
6. Affidavit of Contractor
7. Completed Punch List or Verification Letter
8. Consent of Surety
9. Copy of Custodial Overtime Check (where applicable)
10. As Built Drawings – Required
11. Photographs per Section 01322-1

End of Section

DIVISION 50 – MODULAR BUILDING

5020 – MODULAR BUILDING SPECIFICATIONS

1.01 General Requirements

A. Drawings and general provisions of the contract, including general and supplementary conditions and other division 1 specification sections, apply to this section.

B. Building

1. Must comply with:
 - a. Ohio building code
 - b. Ohio mechanical code
 - c. National electrical code
 - d. Accessibility guideline with Ohio modifications
 - e. City of Cleveland building code

C. Disconnection, demolition and mobilization of the classroom building at St. Thomas Aquinas campus

1. The existing 14 x 50 building at saint Thomas Aquinas is to be prepared for transport to Saint Adalbert. Disconnect the buildings electrical and phone services, coordination with cmsd to terminate the services. Salvage for return the (2) electrical meters to the power company. Remove the service pole at the parking lot edge. Coordination and disconnection of the fire alarm and phone lines. Proper evacuation and salvage of the hvac condenser unit. Place the condenser unit inside the building for transport demolition of the skirting, decks, ramps steps and canopies. Removal of all debris. Install epdm cover flashing at the areas where the canopies were removed. remove the anchors and prepare the building for transport. Provide new tires (10 units) and install on the unit. Utilize the existing hitch and axels. Lubricate the axels as required. Secure the main door shutter in the up position. Secure the emergency exist door in the lowered position. Remove the building from the foundation and stage on the site for transport. Remove and dispose of all debris resulting from the construction services from the site. Provide permits, escort, and equipment to transport the building unit to Saint Adalbert @ 2346 east 83 rd. Street, Cleveland, Ohio 44104.

D. Site restoration at Saint Thomas Aquinas

1. Remove the anchor heads from the pier foundation tops. Clean and prepare the footer holes for asphalt patch. Re-fill all access foundation and guard rail foundation holes with gravel and compact. Furnish the asphalt in these areas and seal the edges.

All preparation work of the area will be performed under this contract. This would include cutting and edging of the areas to be patched. Removal of the concrete hvac concrete slab. Removal of the guard rail and posts below grade. Removal and disposal of all debris resulting from the restoration services.

E. Building delivery to Saint Adalbert

1. Transport (1) 14 x 50 building from the Saint Thomas Aquinas campus located at 9101 Superior Ave. Cleveland, Ohio to east 2346 east 83rd St. In Cleveland, Ohio inclusive of all permits and escort services.

F. Foundation and rodent barrier at Saint Adalbert

1. Demolish and remove the existing fence and guardrail as required for access to the site. Install concrete pier foundation, (10) units 24" dia. By 42" deep and remove all excavated debris from the site. Install (8) wet cement "j" hook anchors and straps per design requirements. Building will be located in the existing lawn area approximately 10 from the fence. Provide temporary construction fence during construction services. Install 6 mil vapor barriers in the crawl space area with 3" gravel ballast. Remove the existing fencing on the street side for access to the site and reinstall the fencing when completed. Install a concrete rodent deterrent around the perimeter of the building crawl space. The continuous concrete slab will be 4" in depth x 2' in width. 3/8" rebar will be utilized for reinforcement of this slab.

G. Building installation

1. Complete the installation of the building on the prepared foundation inclusive of anchoring, vented duratemp skirting, trim and access panel. The foundation will be vented, per code requirements. Removal and proper disposal of all debris, storage of the building running gear is in the crawl space area required for future mobilization. Rodent barrier will be installed around the perimeter of the facility prior to the skirting installation. Caulking and painting of the building exterior after the installation is complete. Install new seamless aluminum gutters and downspouts. General cleaning of the facility prior to turn over. Installation of the hvac condenser unit on a new concrete slab. Installation of a hvac enclosure to protect the unit.

H. Access system deck, ramp, canopies, and steps, concrete walks and fencing rework for access

1. Construct the access decks, ramp, canopies, and steps per the design plan drawings. This construction will utilize treated lumber construction on all exposed areas. Metal handrail will be furnished per design drawings. Concrete pour foundation 12" in diameter and 42" deep will be installed at each support column. Nonslip deck surface coating will be installed per the design requirements. Construct (2) canopies at the (2) egress doors. Install new shingles on the building mansard and the canopies.

Reconfigure the existing fencing to accommodate the new installation. Install 5' wide concrete access walks to the ramp and steps at the exit doors.

I. Electrical services

1. Provide service entry equipment for a new 200 amp overhead service utilizing the existing service pole on the site located to the north of the unit. Underground service from the pole location to the building panel. install a 1" pvc conduit for telephone services provided service. Utility company fees will be paid by the owner.

J. Storm sewer services

1. Install storm sewer to accommodate the roof runoff water. These 4" sdr-35 downspouts sewer lines will be connected to the existing storm sewer at the curb. Backfill, grading landscape restoration and fencing removal and replacement are included.

K. Fire alarm

1. Upgrade the fire alarm panel in the existing modular to allow interconnection of the new modular into that system. This will be a monitored system, inclusive of (no smoke detector per bid), pull stations, fire alarm panel upgrade, audio visual devices and visual devices. The fire alarm panel will have reporting capabilities, monitoring service and phone lines will be necessary and will utilize the services in the existing modular. Raceway for the (2) phone line supplied by others will be installed underground in the electrical service trench or between the 2 modular classroom units.

L. Other services by owner

1. Equipment and installation of low voltage devices, (pa, telephone, secure access, cameras & data.)

2. Sewer availability and water tap or usage fees if applicable.

M. Design and permit services

1. Provide architectural design and engineering as required for the permits, construction services and planning zoning approvals.

N. Interior renovations

1. No interior renovation are included, unless specifically noted.

1.03 Warranty

A. The Contractor shall provide a one (1) year **No Charge Repair and Maintenance Program** beginning with CMSD acceptance date of the Modular Unit. To the School District that all Work is in conformity with the Plans and Specifications and free from defects in workmanship, from materials and labor.

End of Section

ITB #21222 BID FORM

PROJECT NAME: MOVE AND RENOVATE MODULAR UNIT
(ST. THOMAS AQUINAS TO ST ADALBERT)

BID DATE: May 18, 2017

NAME OF BIDDING CONTRACTOR _____

ADDRESS _____

STREET

CITY

STATE

ZIP

PHONE NO: _____ FAX NO: _____

BY _____

TITLE _____

Having read the Specification, and examined the Plans, visited and inspected the site conditions governing the work hereby agree to furnish all labor, materials, transportation, equipment, to pay for all federal, state and local taxes, all insurance costs and permit fees necessary, to complete the work for this project as required by said proposed Contract Documents or Purchase Order, as described in this specification and indicated on the drawings, including all addenda issued.

- 1. **BASE BID: MOVE AND RENOVATE EXISTING MODULAR UNIT AT SAINT THOMAS AQUINAL TO SAINT ADALBERT (See Scope of Work)**

The Base Bid is to include the following items, as listed below. Any additional work beyond the unit's specified will billed at the unit cost, through change orders.

Material for the sum of: \$ _____

Labor for the sum of: \$ _____

MATERIAL & LABOR TOTAL \$ _____

Maintenance and Warranty for the Sum of \$ _____

Allowance #1 – Material and Labor for unforeseen conditions-

\$ 5,000.00

**TOTAL BID (LABOR, MATERIAL,
WARRANTY & ALLOWNACE #1)** \$ _____

The Bidder hereby acknowledges receipt of the following addenda:

Addendum no. _____ Dated _____ Addendum no. _____ Dated _____

Addendum no. _____ Dated _____ Addendum no. _____ Dated _____

Addendum no. _____ Dated _____ Addendum no. _____ Dated _____

4. UNIT COSTS

The bidder offers the following Unit Costs to be applied to changes approved by the Owner, and differing in quantity from work of like type, as indicated in the Contract Documents or Purchase Order. The contract will be adjusted, as necessary, by Change Order. Units Costs will apply to either **Add** or **Deduct** quantities.

A. UNIT COSTS

Item #1: None

5. CHANGE ORDERS

Change Orders reflecting work not covered by the base bid or unit prices there-in, shall be reimbursed to the Contractor. Allowable profit and overhead shall be as outlined in the general and supplementary conditions, and the Contractor will, upon request, make all records available to the owner to determine such percentage, without exception, to the owner's satisfaction.

The Owner must approve, in writing all Change Order Work prior to commencement.

Provide labor cost to reflect the hourly rate affected Contractor, to complete additional work required,

Note: If labor is required from other trades, labor costs must be documented and reviewed by the Owner's Representative prior to executing any additional required work.

6. GENERAL NOTES

NOTE #1 Unit item cost found to be out of line with the low cost range of all bids received may require adjustment prior to entering any contract or purchase order.

Installation of any Unit Cost item must be approved prior to the installation to insure payment. If unit cost adjustments cannot be made to the owner's satisfaction, the owner may reject the entire bid and award the project to another bidder.

NOTE #2 Installation of any Unit Cost item must be approved prior to installation to insure payment.

NOTE #3 It is understood and agreed that work embodied in the Contract and or Purchase Order **must start later than May 26,2017 and be completed by August 15, 2017**

Upon failure to have all work completed within the period of time above mentioned, the Contractor shall forfeit and pay, or cause to be paid, to the Owner, for and as liquidated damages to be deducted from any payments due or to become due to the said Contractor, the sum of two hundred dollars (\$200.00) per day for each and every day thereafter that the said work remains in an unfinished condition.

NOTE #4 Bid Bond and **Performance Bond are required.**

NOTE #5 The wording of this Proposal shall be retained throughout, without change, alteration, additions or substitutions. Any change in the wording may cause the Proposal to be rejected.

NOTE #6 Drawings and specifications are for bid assistance only. Contractors are responsible for measurements, quantities of tear-off and installation, or handling that may affect their bids. No allowance shall be made for any oversight on the Contractor's part not qualified in his bid or allowed for in the specifications including measurements of areas, quantities of thickness, or amounts of materials or items to be removed and installed.

NOTE #7 Bidders Qualifications: The experienced bidder must have completed applications similar in material and extent to those indicated for the project that have resulted in a construction record of successful in-service performance for at least the last five consecutive years unless otherwise noted within this specification.

NOTE #8 **Normal work hours are from 8:00 AM to 5:00 PM, Monday thru Friday. If the contractor needs access to building, after normal normal work hours, he is responsible for the custodial overtime at \$69.50 per hour**

NOTE #9 **This Project is a Non Prevailing Wage Rate Job.**

NOTE #10 **Building Permits and City of Cleveland Plan Reviews are required, and related cost is to be included in the Bid.**

NOTE #11 Contractor to furnish a copy of Insurance Certificate and copy of Workmen's Compensation Certificate with project submittals.

NOTE #12 **This work is being bid by Term Agreement Contractors, and other Contractors. The Term Agreement Rules and Regulations apply to this contract, which include minority participation goals.**

NOTE #13 The budget estimate for this Bid is \$82,146.00

By completing this request for quotation form, the Contractor agrees to comply with all contract requirements as established by the Cleveland Metropolitan School District.

This is a Lump Sum Total Cost project to Move the Existing Modular Unit at Saint Thomas Aquinas to Saint Adalbert, as described in the scope of work dated April 20, 2017. Cost to include permits, insurance, equipment, transportation, materials, labor and any incidentals to provide a complete job. The enclosed Bid Form must be used.

This Bid is submitted by the following authorized individual / firm:

BIDDER _____

BY (sign): _____

ADDRESS: _____

Type of Business Entity: _____

Individual Member of the Firm:

President of Corporation _____

Secretary of Corporation: _____

Corporation is organized under laws of the State of _____

Bid dated this _____ day of _____, _____

End of Bid Form