



REQUEST FOR PROPOSAL #21257

FOR

**Elevator Inspection, Maintenance and Repairs of All Elevators,
Elevator Equipment, Sidewalk Lifts, Dumbwaiters**

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 Capital Facilities DIVISION FOR THE BOARD OF EDUCATION OF THE
CLEVELAND METROPOLITAN SCHOOL DISTRICT CUYAHOGA COUNTY, OHIO

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Section I: Notice of Request for Proposal #21257

Separate Sealed proposals for the requirement set forth below will be received in the Cashier's Office of the Cleveland Metropolitan School District located at 1111 Superior Avenue E, Cleveland, Ohio 44114, until **1:00 pm current local time on November 26, 2018**. This RFP will not be publicly opened.

Elevator Inspection, Maintenance and Repairs of All Elevators, Elevator Equipment, Sidewalk Lifts, Dumbwaiters

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

There will be a Pre-Proposal Conference for this Request for Proposal on **November 7, 2018 at 3:00 PM**. The Pre-Proposal Conference will be at East Professional Center 1349 East 79th Street, Cleveland, OH 44103. Attendance at the Pre-Proposal Conference is encouraged but not mandatory.

All questions and correspondence related to this RFP must be submitted in **WRITING ONLY** by **12:00 p.m. on November 19, 2018** at the email address given above. All questions with corresponding answers will be sent to every prospective vendor and posted on the website at clevelandmetroschools.org/purchasing. Any errors and/or omissions reported will be addressed via Addenda. Addenda will be issued no later than **November 16, 2018**.

No proposal may be withdrawn for at least sixty (60) days after the deadline for submittal.

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

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

The new Uniform Grant Guidance, 2 CFR200 (UGG) will go into effect for Cleveland Metropolitan School District (CMSD) on July 1, 2018 and will apply to awards or funding increments issued on or after this date. Purchases funded by federal grant funds must adhere to regulations found in Uniform Guidance "Super Circular", 2 CFR 200 (UGG), as a condition of receiving funds and to meet annual audit compliance. In an effort to keep policy for all grants consistent, the CMSD will implement the new federal guidelines regarding procurement utilized with federal grants immediately.

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

M. Angela Foraker
Executive Director, Procure to Pay
October 26, 2018

Section II: Letter to Bidders

Date: October 25, 2018
Subject: Elevator Inspection, Maintenance and Repairs of All Elevators, Elevator Equipment, Sidewalk Lifts, Dumbwaiters

To All Vendors:

In order to be considered, all bids must be received via hand delivery in the Cashier's Office of the Cleveland Metropolitan School District located at 1111 Superior Avenue E, 1st Floor Welcome Center, Cleveland, Ohio 44114 or via mail delivery to Cleveland Metropolitan School District located at 1111 Superior Avenue E, Suite 1800, Cleveland, Ohio 44114 on or before **1:00 p.m., November 26, 2018**. All bids must be submitted in a sealed envelope or package. **One (1) original, with blue ink signatures, two (2) copies of the bid, and one (1) electronic format bid on a USB flash drive including supporting documentation, must be submitted.** The Bid Name and Bid Number must be stated on the exterior of the submission envelope(s), including shipping labels.

Written questions will be accepted via e-mail until **12:00 p.m. on November 19, 2018**. No telephone calls will be permitted. Send questions via e-mail to: seletha.thompson@clevelandmetroschools.org. Bid number and title must be included. All questions/concerns with corresponding answers will be sent to every prospective vendor. Any errors and/or omissions reported will be addressed via Addenda which will be issued no later than **November 16, 2018**.

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

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

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

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

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

Sincerely,
M. Angela Foraker
Executive Director, Procure to Pay

Part 1: Required Purchasing Division Documents and Instructions

Section I: Instructions to Bidders

Elevator Inspection, Maintenance and Repairs of All Elevators, Elevator Equipment, Sidewalk Lifts, Dumbwaiters

1. All Bids shall be made upon the Bid Form(s) furnished. All information requested in the bid and in the bid package must be filled in legibly and completely with blue ink signatures, or the bid may be considered non-responsive. No oral, telephonic or telegraphic bids or modifications will be considered. The **Bid Name and Bid Number** must be stated on the exterior of the submission envelope(s), including shipping labels.
2. Bids are due at the Cashier's Office of the Board of Education, Cleveland Metropolitan School District, Administration Building, 1111 Superior Avenue E, Suite 1800, Cleveland Ohio, 44114, on or before **1:00 p.m.** current local time on **November 26, 2018**. Bid will be opened publicly.
3. All submissions must include **One (1) original, with blue ink signatures, two (2) copies, and one (1) electronic format bid on a USB flash drive.** Vendors not complying with this requirement will be notified that they have twenty-four (24) hours in which to comply with this requirement or their Bid will be **disqualified**. This applies to **copies only**.
4. No Bid may be withdrawn for at least sixty (60) days after receipt of bids at **1:00 p.m.** current local time, on **November 26, 2018**.
5. Written questions may be directed to the Purchasing Division via email to: **seletha.thompson@clevelandmetroschools.org**. The District will **NOT ACCEPT** any telephone calls regarding any of the submittals and/or "short lists." Under no circumstances should any firm interested in providing the services identified in this Bid, their designees, or anyone affiliated with their firm, contact any other District employee or official during the Bid process, in an attempt to lobby or influence the selection of a vendor pursuant to this Bid. No oral, telephonic, telegraphic, or electronic modifications will be considered. All materials submitted are as is.
6. The Cleveland Metropolitan School District reserves the right to reject any and all Bids, to waive any and all informalities or irregularities, and to disregard all non-conforming responsive conditional bids.
7. Bidder understands and agrees that subsequent to submission of the Bid, any District resolution authorizing the award of a contract or agreement does not vest any contractual rights in the bidder.
8. Bidder understands and agrees that any such District resolution operates only to encumber funds necessary for the project and does not create a binding contract.
9. Bidder further acknowledges and agrees that any such District resolution may be revoked, at any time prior to execution of a formal, written contract.

10. Bidder acknowledges and agrees that it has no vested contractual right until such time as a purchase order and contract have been issued.
11. Bidder further acknowledges and agrees that execution of a contract and issuance of a purchase order is not a ministerial function, but is a formal requirement for acceptance of the bid.
12. Bidder must present evidence to the District, upon request, that they are fully competent and have the necessary facilities, equipment and financial resources to perform the work required in the Specifications within the time frame required.
13. Each and every page must have the bidder's company name in the header or footer.
14. No binding of any kind should be used: use only binder clips. No staples, No paper clips, No binders, No tabs should be used; use colored paper to separate Sections. Failure to comply with submission formation may result in the submittal being disqualified.
15. Any and all changes must be initialed by the bidder.
16. The District reserves the right to award the bid in whole or in parts, by item, by group of items, to a single vendor; or to multiple vendors, where such action serves the best interests of the District.
17. This Bid should be submitted before **1:00 p.m.** current local time, **November 26, 2018** to the Cleveland Metropolitan School District, Cashiers Office of the Cleveland Metropolitan School District, 1111 Superior Avenue E, Suite 1800 Cleveland, Ohio 44114, the submission to include **One (1) original, with blue ink signatures, two (2) copies, and one (1) electronic format bid on a USB flash drive** of the following:
 - a. Completed Bid Form including evidence of State certification to perform the work required.
 - b. Signed Acknowledgement for Instructions to Bidders.
 - c. Completed and notarized Bidder's Qualification Form.
 - d. Signed Conflict of Interest Form
 - e. Completed and notarized Non-Collusion Affidavit.
 - f. Completed and notarized EOA Compliance Declaration documents.
 - g. Completed and notarized Diversity Business Enterprise Participation Forms.
 - h. Properly executed Affidavit and/or Company Board of Directors Resolution authorizing certain person to sign legal documents such as the Bid Form, Bidder's Qualification Form, etc.
 - i. Completed Debarment Form
 - j. A certified check for 10% of the total amount of the bid payable to the Treasurer of the Cleveland Metropolitan School District, or satisfactory bid bond executed by the bidder and a Surety company shall be submitted with each bid on a form supplied by the bondsman

18. Bidder shall not include Ohio Sales Tax in the price quoted. The Cleveland Metropolitan School District will provide tax exempt certificate to the successful Bidder upon request.

19. SECURITY

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

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

20. INSURANCE

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

- a. Commercial General Liability - 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
- d. Professional Liability - By applicable law
\$1,000,000/ \$3,000,000 per occurrence/in the aggregate

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

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

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

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

21. DIVERSITY BUSINESS GOAL

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

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

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

22. ADVERTISING

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

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

- a. All Purchasing Documents set forth in Part I herein;
- b. Certified Purchase Order or Supplier Contract to be issued to Lowest Responsive and Responsible Bidder;
- c. Specifications herein;
- d. Notice to Bidders;
- e. Instructions to Bidders;
- f. Bid Form;
- g. Bid Guaranty;
- h. All applicable addenda, attachments, and exhibits hereto.

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

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

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

Section II: Acknowledgement

(Name of Company)

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

By: _____
(Name and Title)

Date: _____

Section III: Vendor Request Form

VENDOR INFORMATION

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 IV: Taxpayer ID Form

Form <b style="font-size: 24pt;">W-9 (Rev. November 2017) Department of the Treasury Internal Revenue Service	<h3 style="margin: 0;">Request for Taxpayer Identification Number and Certification</h3> <p style="margin: 0;">▶ Go to www.irs.gov/FormW9 for instructions and the latest information.</p>	Give Form to the requester. Do not send to the IRS.
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Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
	2 Business name/disregarded entity name, if different from above
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____
	<input type="checkbox"/> Other (see instructions) ▶ _____
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions.	
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)																																																																							
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center; font-size: 8pt;">Social security number</td> </tr> <tr> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> </tr> <tr> <td colspan="10" style="text-align: center;">- - -</td> </tr> <tr> <td colspan="10" style="text-align: center; font-size: 8pt;">OR</td> </tr> <tr> <td colspan="10" style="text-align: center; font-size: 8pt;">Employer identification number</td> </tr> <tr> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> </tr> <tr> <td colspan="10" style="text-align: center;">- - -</td> </tr> </table>	Social security number																				- - -										OR										Employer identification number																				- - -									
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Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.																																																																							

Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and	
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and	
3. I am a U.S. citizen or other U.S. person (defined below); and	
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.	

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 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, later.*

Section V: No Bid Form

RFP # 21257

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

To all Prospective Bidders/Proposers:

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

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

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

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

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

Name of Company: _____

Company Representative: _____

Address: _____

City, State: _____ Zip Code: _____

Telephone Number: _____

Fax Number: _____

Date: _____

Section VI: Conflict of Interest Form

Statement of Potential Conflicts of Interest

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 VII: Certificate of Debarment



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

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

Section VII: Certificate of Debarment Pg. 2

- 2 -

INSTRUCTIONS FOR CERTIFICATION

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

Section VIII: Addendum Acknowledgement Form

RFP #21257

**Elevator Inspection, Maintenance and Repairs of All Elevators, Elevator Equipment, Sidewalk Lifts,
Dumbwaiters**

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

Addendum Number

Date of Receipt

Proposer: _____

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

Signature: _____ Date: _____

Section IX: Bidder Qualifications Form

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

BIDDER NAME: _____

ADDRESS: _____

CITY, STATE: _____ ZIP: _____

CONTACT PERSON: _____

TITLE: _____

TELEPHONE: () _____ TOLL FREE: () _____

TAXPAYER IDENTIFICATION NUMBER: _____

1. What type of organization? (i.e. corporation, partnership, etc.)
2. How many years has your organization been in business?
3. How many years has your organization been in business under its current name?
4. List any other aliases your organization has utilized in the last two years and the form of Business
5. If you are currently a corporation, list the following:
 - a. State of incorporation
 - b. Date of incorporation
 - c. President's name
 - d. Secretary's name
 - e. Treasurer's name
 - f. Statutory agent's name
 - g. Name of shareholders, if less than 10

- h. Principal place of doing business
6. If you are currently in a partnership, list the following:
 - a. Name and address of all general and limited partners.

 - b. Original name and date of organization's inception
 7. If you are neither a corporation nor a partnership, please describe your organization and list principals.
 8. Are you legally qualified to do business in the State of Ohio?
 9. Are you legally qualified to do business in Cuyahoga County and licensed by the City of Cleveland?
 10. Has your organization ever been (i) declared by a customer to be in default under a contractor and/or (ii) sued by a customer for failure to completely a contract or properly perform services in a timely manner? If yes, please state where, when, and why.
 11. Has your organization ever been cited by a local, county, state, or federal authority for violation of a regulation or statute or failing to timely complete a contract in accordance with specifications? If yes, please state date, agency, and final disposition.
 12. Has your organization ever filed for bankruptcy? If yes, please state where, when and why?
 13. On a separate sheet, list the major customers for whom your organization has provided this type of equipment or service in the past five years. Include owner's name and type of work performed.
 14. Has your organization ever been sued by a supplier for failure to timely pay for materials or equipment provided? If yes, please provide details.
 15. What is the dollar limit of your firm's General (CLS) Liability Insurance?

Name of insuring company: _____

Policy number: _____

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

Owned vehicles _____

Non-Owned vehicles _____

Name of insuring company _____

Policy number _____

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

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

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

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

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

Notarized Statement

_____ being duly sworn and deposes says

that he/she is the _____ of
(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 X: 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

Section XI: Sample Certificate of Liability Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER 	CONTACT NAME: PHONE (A/C, Ho, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ <table style="width: 100%; border: none;"> <tr> <td style="border: none; text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="border: none; text-align: center;">NAIC #</td> </tr> <tr> <td style="border: none;">INSURER A:</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER B:</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER C:</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER D:</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER E:</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER F:</td> <td style="border: none;"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A:		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A:															
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED 															

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

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

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

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

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

Section XII: Non-Collusion Affidavit

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

**NON-COLLUSION AFFIDAVIT
State of Ohio, Cuyahoga County**

_____, being first duly sworn, deposes and says that

he/she is _____ of _____

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

Affiant

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

Notary Public in and for Cuyahoga County, Ohio

My commission expires: _____

Section XIII: Diversity Business Enterprise Program and Participation Forms

PROGRAM OVERVIEW

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

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

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

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

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

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

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

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

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

TERMS AND CONDITIONS OF NOTICE AND REQUIREMENTS TO ENSURE DIVERSITY BUSINESS ENTERPRISE (DBE) OPPORTUNITY

Definition of DBE: A Diversity Business Enterprise (DBE)

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

1. “Socially diverse individuals” means individuals who have been subjected to racial or ethnic prejudice or culture bias because of their identity as a member of a group without regard to their qualities as individuals.
2. “Economically diverse individuals” means socially diverse individuals whose ability to compete in the free enterprise system is impaired due to diminished opportunities to obtain capital and credit as compared to others in the same line of business who are not socially diverse. Individuals who certify that they are members of named groups (African Americans, Hispanic Americans or Latin Americans, Native Americans, Asian-Pacific Islander Americans, Subcontinent Asian Americans) are to be considered socially and economically diverse.

Definition of FBE: Female Business Enterprise (FBE)

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

1. Which is at least fifty-one (51) percent owned by one or more women; or, in the case of any publicly owned business, at least fifty-one (51) percent of the stock of which is owned by one or more women and;
2. Whose management and daily business operations are controlled by one or more woman.

TERMS

1. DBE participation will be counted toward meeting the goals outlined in the notice as follows:
 - a. The total dollar value of a correct contract or 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 proposals are due. If twenty (20) days are not available, publication for a shorter reasonable time is acceptable.
 - c. Written notification to DBE that their interest in the contract is solicited, and follow-up contact to determine whether the DBE's were interested.
 - d. Efforts made to select portions of the proposed work to be performed by DBE in order to increase the likelihood of achieving the stated goals.
 - e. Efforts to negotiate with DBE for specific sub-bid, including at a minimum:
 - i. The names, addresses, and telephone numbers of DBE's that were contacted.
 - ii. A description of the information provided to DBE regarding the plans and specifications for portion of the work to be performed; and
 - iii. A statement of why additional agreements with DBE were not reached.
 - iv. Completion of (Form E) if DBE's are not involved in the RFP.
 - f. Concerning each DBE the supplier/contractor contacted but rejected as unqualified, the reasons for the supplier's/contractor's conclusion.
 - g. Efforts made to help the DBE's contacted that needed assistance in obtaining required bonding, lines of credit, or insurance.
 - h. Use of the services of minority community organizations, minority contractor's groups,

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 not eligible for contract awarded.
8. The District, through its Diversity Officer will review the contractor's minority business enterprise involvement efforts during performance of this contract. Such review will include, but not be limited to, contractor's quarterly statement of income from the District and what portion of said income went to the DBE enterprise(s) as evidenced by affirmation of the DBE enterprise(s) which the contractor hereby agrees to supply each quarter during the term of its contract with the District. If the contractor meets its goal or if the contractor demonstrates that every reasonable effort has been made to meet its goal, the contractor shall be presume to be in compliance. Where the Diversity Officer finds that the contractor shall be presume to be in compliance. Where the Diversity Officer finds that the contractor has failed to comply with the requirements of this Notice, said Diversity Officer shall inform the Purchasing Director who shall immediately notify the contractor to take corrective action. If the contractor fails or refuses to comply promptly, then the Purchasing Director, upon approval of the District, shall issue an order shopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made subject of claim for extension of time or for excess costs or damages by the contractor. When the District proceeds with such formal action it has the burden of proving that the contractor has not met the requirements of coming forward and showing that it has met the good faith requirements of the Notice, specifically including paragraph 7 hereof. Where the contractor is found to have failed to exert every good faith effort to involve DBE in the work provided, the District may declare that the contractor is ineligible to receive further District funds, whether as a contractor, subcontractor, or as a consultant, for a period of up to three (3) years.
9. The contractor will keep records and documents for three (3) years following performances of this contract to indicate compliance with this Notice. These records and documents, or copies thereof, will be made available at reasonable times and places for inspection by any authorized representative of the District upon request together with any other compliance information which such representative may require.
10. Bidders and contractors are bound by all requirements, terms and conditions of this Notice.
11. Nothing in this Notice shall be interpreted to diminish the present contract compliance review.

1: DBE Form A

Name of Firm: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Type of Business (Product or Service): _____

Date of Proposed Contract Award: _____

Amount of Proposed Contract Award: _____

Diversity Business Enterprise Subcontractor(s):

Dollar Amount Subcontract Award: _____

Percent of Subcontract Award: _____

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

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

Name of EEO Officer: _____

(Signature of owner, partner, or authorized officer)

Name: _____ Dated: _____
(printed)

Title: _____

DO NOT COMPLETE BELOW THIS LINE

_____ Compliant _____ Compliance Pending _____ Non-Compliant

Compliance Date: _____

(signature, DBE Department)

(date)

2: 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: _____

Definition of DBE: A Diversity Business Enterprise (DBE)

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

3: DBE Form C

SCHEDULE MBE/FBE PARTICIPATION

Project Name: _____

Name of Non-DBE Contractor: _____

Identification Number: _____

Location: _____

Name of Minority Contractor: _____

Address: _____

City, State, Zip: _____

Type of work to be performed and work hours involved:

Projected commencement and completion dates for work:

Agreed price in dollars or percentage:

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

TO BE RETURNED WITH THE BID

Signature of Non-DBE Prime Contractor

Date: _____

4: 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 RFP)

Name of FBE Firm

Signature of FBE Firm

5: DBE Form E

DBE Unavailability Certification

I, _____, _____
Name Title

Of _____, certify that on _____
Date

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

Board Project: _____

Minority Contractor: _____

Work Items Sought: _____

Form of Bid Sought: _____

Female Contractor: _____

Work Items Sought: _____

Form of Bid Sought: _____

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

Signature, Non-DBE prime Bidder Date

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

6: DBE Form F

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 _____

7: DBE Form G

(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.

8: DBE Form H

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]SS.

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

(Seal)

Notary Public

Commission expires

Section XIV: EOA Contractual Declaration Forms

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: _____

DESCRIPTION OF JOB CATEGORIES

OFFICIALS, MANAGERS, AND SUPERVISORS

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

PROFESSIONALS

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

TECHNICIANS

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

SALES WORKERS

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

OFFICE AND CLERICAL

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

CRAFTWORKERS (SKILLED)

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

OPERATIVE (SEMI-SKILLED)

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

LABORERS (UNSKILLED)

Workers in manual occupations which generally require no special training. Perform elementary duties that may be learned in a few days and require the application of little or no independent judgment. Includes: garage laborers, car washers and greasers, gardeners (except farmers), ground-keepers, long-shore workers, craftsperson and stevedores, lumber's and wood chippers, laborers performing lifting, digging, mixing, loading, and pulling operations, and kindred workers.

SERVICE WORKERS

Workers in both protective and non-protective service occupations. Includes: attendants (hospital and other instruction, professional and personal service), barbers, and cleaners, cooks, guards, door keepers, stewards, janitors, police officers and detectives, porters, food services, and kindred workers.

APPRENTICES

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

Form 3: Employment Data Form

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

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: _____

Section XV: Supplier Contract Sample

**CMSD SUPPLIER CONTRACT
(DO NOT COMPLETE)**

This agreement is made on this _____ day of _____ 201_, by and between

Supplier Name

Address, City, State, Zip

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

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

*(State
Purpose)*

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

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

2. **TERM.** This Agreement shall commence on the date executed by the second of the Parties to sign this instrument and shall terminate on acceptance of all equipment, supplies, goods, services and deliverables described above and no later _____ *(Date)*; than _____ provided, however, that the District may terminate this Agreement without obligation and without cause by giving fourteen (14) days written notice to the Supplier under the Termination for Convenience clause below.

5. **FUNDING SOURCE.**

	FD_				FN		SC		PG
<i>Fund</i>		<i>Cost Center</i>		<i>Function</i>		<i>Spend Category</i>		<i>Program</i>	
<i>Additional Worktags</i>					<i>Additional Worktags</i>				

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

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

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

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

10. **NO DAMAGES FOR DELAY.** The District shall not be held responsible for any loss, damage, costs, or expenses sustained by the Supplier as the result of any project delays, disruptions, suspensions, work stoppages, or interruptions of any kind, whether reasonable or unreasonable or whether occasioned by changes ordered in the work or otherwise caused by an act or omission of the District, its agents, employees, or representatives, or by any cause whatsoever beyond the control of the Supplier.

11. **FINDINGS FOR RECOVERY/ DEBARMENT OR SUSPENSION.** [ATTACH CERTIFICATION FROM AUDITOR OF STATE'S WEBSITE AND FEDERAL SYSTEM FOR AWARD MANAGEMENT (SAM) WEBSITE]

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

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

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

12. **CRIMINAL BACKGROUND CHECK.** Supplier agrees to successfully complete a criminal background check on any of its employees who provide services under this Agreement in the school district and who are required by Ohio Revised Code Section 3319.39, 3319.31 or 3319.392, as amended. A copy of all such background checks shall be provided by the Supplier to the District at the Supplier's expense.
13. **DISCRIMINATION.** Supplier certifies that it does not discriminate and covenants that it shall not discriminate on the basis of race, religion, marital status, color, national origin, sex, age, disability or any other classification protected under federal, state, or local law.
14. **PERSONNEL.** Upon the District's request, and in its sole discretion, Supplier shall replace personnel, if any, assigned by Supplier.
15. **LABOR DISPUTE.** If the Supplier has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the party shall immediately give notice, including all relevant information, to the District.
16. **PROMPT PAYMENT DISCOUNT.** If the Supplier offers a prompt payment discount on any other contract, public or private, then the District shall be extended the same discount on this contract and shall be so notified of the existence of the discount and the terms thereof.
17. **DAMAGE TO BUILDINGS, EQUIPMENT, AND VEGETATION.** The Supplier shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the District premises. If the Supplier's failure to use reasonable care causes damage to any District property, the Supplier shall replace or repair the damage at no expense to the District as the District directs. If the Supplier fails or refuses to make such repair or replacement, the Supplier shall be liable for the cost, which may be deducted from the contract price.
18. **TIME.** Time is of the essence in the performance of this contract.
19. **NOTICE OF BANKRUPTCY.** If the event Supplier enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Supplier agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the District Office responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of District contract numbers and contracting offices for all District contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

20. **PAYMENT OF MONEYS DUE DECEASED SUPPLIER.** If the Supplier dies or is dissolved prior to completion of this Agreement, any moneys that may be due to Supplier from the District for services rendered prior to the date of death or dissolution shall be paid to Supplier's executors, administrators, heirs, personal representative, successors, or assigns or as may be directed by an order of a Probate Court.
21. **AVAILABILITY OF FUNDS.** The Parties acknowledge and agree that the District is a governmental entity and due to statutory provisions cannot commit to the payment of funds beyond its fiscal year (July 1, through June 30). If funds are not allocated for the Services that are the subject of this Agreement following the commencement of any succeeding fiscal year during which this Agreement may continue, the District may terminate this Agreement without liability for any termination charges, fees, or penalties, at the end of its last fiscal period for which funds were appropriated. The District shall be obligated to pay all charges incurred through the end of the last fiscal period for which funds were appropriated. The District shall give the Service Supplier written notice that funds have not been appropriated (a) within a reasonable time after the District receives notice of such non-appropriation; and, (b) at least fourteen (14) days prior to the effective date of such termination.
22. **RECORDS.** The Supplier shall maintain all records pertaining to this Agreement on file for not less than ten (10) years and until any audit issues are resolved and to make such records available to the District, or any other duly authorized representative, upon request except if this is a federally funded contract.

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

23. **DEFAULT.** Any of the following events constitute default by the Supplier:
- a. Non-performance of any term, covenant, or condition of this Agreement by the Supplier within the time provided; or
 - b. Any act of insolvency by the Supplier or the filing of any petition under any bankruptcy, reorganization, insolvency, receivership, or moratorium law, or any law for the relief of, or relating to debtors; or
 - c. The filing of any involuntary petition under any bankruptcy statute against the Supplier or the appointment of any receiver or trustee or to take possession of the property of the Supplier; or
 - d. Failure of the Supplier to pay a third party(ies) resulting in any claim(s) against the District or the filing of Liens on Public Funds; or
 - e. Failure to maintain the required insurance or equipment as well as failure to provide qualified/licensed personnel or quality and safe vehicles.
24. **EFFECT OF DEFAULT.** In the event of any default by the Supplier, the District may do any one or all of the following:
- a. Terminate the contract and withhold funds due, if any to satisfy any third-party claims;
 - b. Sue for and recover all damages arising out of the Supplier's default;
 - c. Cure the default and obtain reimbursement and cover from the Supplier.

- d. Exercise any other rights available to it in law or equity.
25. **WAIVER OF DEFAULT.** If the District consents to or waives the breach of any provision of covenant in this Agreement, such waiver shall not constitute a waiver of such provisions or covenant as to the future, and the District shall not be estopped from later enforcing any provision or covenant it may have previously waived or elected not to enforce; nor shall such waiver have any effect on the enforcement of any other provision of this contract.
26. **TERMINATION FOR CONVENIENCE OF DISTRICT.** The District may terminate this Agreement at its option without obligation upon fourteen (14) days written notice to the Supplier. The District may terminate this Agreement for any reason or no reason at all.
27. **EFFECT OF TERMINATION FOR CONVENIENCE.** If the District terminates this Agreement for its convenience, then the District shall only remit payment to the Supplier for work performed up to the date of termination. In no event shall the Supplier be entitled to lost or anticipatory profits.
28. **MISCELLANEOUS.**
- a. Supplier represents and warrants that she possesses the qualification and personnel, if required, to provide the services agreed to herein.
 - b. Neither party may assign, modify, or sub-contract this Agreement, or any right or interest herein, without the prior written consent of the other party.
 - c. This Agreement shall be binding upon and inure to the benefit of the Parties, their successors, and permitted assigns.
 - d. To the extent that the terms of this Agreement materially conflict with or render ambiguous any provision of the Supplier's (Bid/Proposal), the terms of this Agreement shall govern.
 - e. The paragraph headings are for convenience only and shall not effect the interpretation of this Agreement.
 - f. This validity, construction of this Agreement shall be determined in accordance with the laws of the State of Ohio.
 - g. The Supplier and all subcontractors shall comply with all local, state and federal laws, rules, regulations and ordinances.
 - h. No travel expense reimbursement is authorized unless specifically stated in this contract. If so stated, the meals, travel, and lodging are reimbursable only in strict compliance with the Ohio Auditor of State Technical Bulletins, Guidance and Rules and Regulations and, if this contract is federally funded in whole or in part, in strict compliance with all rules, regulations and guidance of the U.S. Office of Management and Budget and any other federal office or agency having jurisdiction over federally funded contracts.
 - i. This Agreement contains the entire agreement between the parties with respect to the services to be provided hereunder, and there are no representations, understandings or agreements, oral or written, which are not included herein.

29. **CONFLICT OF INTEREST.** The Supplier represents that he/she is not an employee or board member of the Cleveland Municipal School District. The Supplier further represents that no employee or board member of the Cleveland Municipal School District has any ownership interest in or fiduciary duties to the Supplier or any of its parent affiliations and is not on the board of directors of the Supplier or hold any officer position with the Supplier. The District's signatory to this agreement represents that neither he/she or any family member have any ownership interest in or fiduciary duties to the Supplier or any of its parent affiliations and are not on the board of directors of the Supplier or hold any officer position with the Supplier.

CONTRACT MUST BE APPROVED BY CMSD LEGAL DEPARTMENT PRIOR TO SIGNATURE

Approved as to form:

Law Department
Cleveland Municipal School District

DATE: _____

NOTICE TO SUPPLIERS

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

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

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

**(SUPPLIER NAME)
DISTRICT**

CLEVELAND MUNICIPAL SCHOOL

BY: _____

BY: _____

TITLE: *Supplier* _____

TITLE: _____

DATE: _____

DATE: _____



Part 2: Specifications and Bid Form

#21257

**Elevator Inspection, Maintenance and Repairs of All Elevators, Elevator
Equipment, Sidewalk Lifts, Dumbwaiters**

FOR THE
CLEVELAND METROPOLITAN SCHOOL DISTRICT

Section A: Specifications

SPECIFICATIONS FOR INSPECTION, MAINTENANCE AND REPAIR OF ALL ELEVATORS, SIDEWALK LIFTS, DUMBWAITERS AND ELEVATOR EQUIPMENT OWNED BY THE CLEVELAND MUNICIPAL SCHOOL DISTRICT & LOCATED AT VARIOUS DISTRICT FACILITIES

I. Location of Elevator Units

See Attachment "D" for the inventory of elevator units located at various facilities. The Independent Elevator Contractor shall verify this information by inspection and note changes or additions and submit these in writing to the Executive Director of Facilities or their designee.

II. Scope of Work

The independent Elevator Contractor shall furnish:

- All labor, materials and equipment necessary to provide monthly inspection and maintenance to elevators, dumbwaiters, sidewalk lifts and elevator equipment for each facility listed in Attachment "D".
- All labor, materials and equipment necessary to provide both emergency, and scheduled repair to this same equipment.

III. Independent Contractor Personnel

The Independent Elevator Maintenance Contractor shall maintain in his employ during the term of the service and maintenance agreement, a competent staff of qualified and thoroughly skilled elevator maintenance personnel to assure the Cleveland Municipal School District expedient and efficient maintenance service on routine minor repairs and adjustment, and on major repairs and emergency calls. The Elevator Contractor must possess the experience, background, knowledge, diagnostics equipment, skill set and equipment to inspect, maintain and repair the unit per manufacturer's specifications.

IV. Inspection & Maintenance

The Independent Elevator Contractor shall provide an inspection / maintenance plan for each facility listed in Attachment "D." One copy of the maintenance plan shall be provided to the facility custodian and one copy provided to the Executive Director of Facilities or designee. The inspection / maintenance plan shall include but not be limited to:

- Examine all safety devices and governors periodically.
- Check and equalize tension at all elevator hoisting ropes.
- Renew all ropes when necessary to insure adequate factor of safety.
- Repair or renew elevator cables when necessary.
- Renew guide shoe gibs or rollers as necessary to insure smooth and quiet operation.
- Lubricate all guide rails properly, except when roller guides are used.
- Maintain proper lubrication at all times on all equipment.
- Maintain all accessory equipment, electronic and electronic circuitry.

The Independent Elevator Contractor shall perform full load safety tests, hydraulic elevator tests and any other test required by the City. When required, buffer test, balance test, and 125% load and brake test on all elevators shall be performed in accordance with the American Safety Code and such City of Cleveland and State of Ohio Codes that may exist. The Independent Elevator Contractor shall also perform an annual no load test on all elevators. These tests shall be performed at no charge to the District and will be part of the maintenance program.

Repair

The Independent Elevator Contractor shall provide both scheduled and emergency repair service for elevators, dumbwaiters, sidewalk lifts, and elevator equipment at the facilities listed in Attachment "D." Repair will be performed "as needed." Including future buildings that open during the term agreement where the warranty has expired. Any inspection fees levied by a federal, state or municipal agency as it related to a repair will be paid for by the contractor. The Elevator Contractor must possess the experience, background and diagnostics and equipment to repair the unit per manufacturer's specifications.

Repair service shall be available twenty-four (24) hours per day, seven (7) days per week. Emergency repair service shall be provided within twenty-four (24) hours of being notified of an emergency repair need.

Diagnostics will be limited to four (4) hours unless additional time is approved by CMSD personnel.

Repairs may be immediately authorized up to \$750.00. Any repair exceeding this amount will require a quote with specific information that must be provided within twenty-four (24) hours of initial service call.

Work ticket must accompany the invoice showing start and completions dates with hour worked and material used and custodial staff signature.

For repairs that take more than three (3) days to complete the Executive Director of Facilities or their designee must be notified via an email.

Scheduled and emergency repair service shall include but not be limited to:

- Stator complete with windings for all A/C and D/C motors.
- Door operator motors and gear reduction units.
- Transformers and rectifiers for each type and size used.
- Brake magnets, cores, and related items for repair of the brake.
- Generator and motor brush sets for each type and size used.
- Controller and selector switch contacts and coils for each size and type used.
- Selector tapes and selector motor.
- Door interlocks.
- Car door safety edge complete.
- Car door electronic safety devices.
- Car door photo electric safety device.
- Hanger rollers for both car and hall doors.
- Limit switches and terminal stopping switches.
- Roller guides for car and counterweight.
- Electronic tubes for each type and size used.
- Car and counterweight guide shoes.
- Worms and gears.
- Elevator guide rail.
- Brake shoes and lining.
- Elevator machine.
- Elevator pumps, motors and valves.

- Directional Indicator Lights and Bulbs.

Prior to performing “as needed” repairs, the Independent Elevator Contractor shall provide a cost estimate to the Executive Director of Facilities or designee consistent with the amounts entered on the Proposal pages of these specifications.

V. Hours of Work

All work is to be performed during regular working day / week of the elevator trade. Overtime work must receive prior approval from the Director of Building Trades.

VI. Holidays

The following Holidays shall be observed by the Cleveland Municipal School District, and the Independent Elevator Contractor shall not be expected to perform service on these days except in an emergency when authorized by the Director of Building Trades.

- New Year’s Day
- Martin Luther King Jr. Day
- Independence Day
- Labor Day
- Discoverer’s Day / Veteran’s Day
- President’s Day
- Memorial Day
- Thanksgiving Day
- The day after Thanksgiving
- Christmas Day

VII. Contract Period

Three (3) year contract beginning January 1, 2019 through September 30, 2021.

Two (2) one (1) year renewal options, at District’s discretion, under the same terms and conditions as the previous contract year.

- October 1, 2021 through September 30, 2022
- October 1, 2022 through September 30, 2023

VIII. Method of Payment

For inspection and maintenance, payment shall be made upon receipt of monthly itemized invoice for service actually performed. The maximum monthly invoice shall not exceed one twelfth (1/12) of the total contract price for the contract year, or option year.

Invoicing shall reference the building in which services were actually performed and include the monthly inspection plan showing an itemized description of actual service performed on each elevator. This monthly plan shall be signed by the Custodian of the building verifying that the service was completed and shall accompany the invoice. If Custodial verification is not received, that monthly payment will not be made and will be deducted from the initial price of the contract.

For repairs, payment will be made in accordance with terms of the quote received prior to performance of the repair work. In addition, the invoice will show the scope of work performed, the name of the mechanics performing the work, the hours worked, and the materials used. A notation will be included in the invoice indicating that this repair was performed outside of the monthly maintenance / service inspection. A service ticket signed by CMSD personnel must accompany the invoice.

ATTACHMENT "D"

FACILITY	MFG.	INSTALL DATE	TYPE
ADLAI STEVENSON 3500 East 147 th Street	OTIS	2010	H-PASS
ANDREW J. RICKOFF 3500 East 147 th Street	OTIS	2005	PASS
ANTON GRDINA 3050 East 77 th Street	SCHINDLER	2010	H-PASS
ARTEMUS WARD 4315 West 140 th Street	THYSSENKRUP	2009	H-PASS
BUHRER 1600 Buhrer Avenue	SCHINDLER	2008	H-PASS
Ben Franklin 1905 Spring RD,	SCHINDLER	N/A	H-PASS
CAMPUS INTERNATIONAL K-8 2160 Payne Ave.	SCHINDLER	2017	H-PASS
CARL SHULER 13501 Terminal Ave.	ROSSBOROUGH	1957	H-PASS
CHARLES DICKENS 13013 Corlett	OTIS		H-PASS
CHARLES A. MOONEY 3213 Montclair Ave.	WESTINGHOUSE	1963	T-PASS
COLLINWOOD 15210 St. Clair Ave.	OTIS	1926	T-PASS
	ESCO	1975	H-FRT
DANIEL MORGAN 1440 East 92 nd Street	SCHINDLER	2007	H-PASS
EAST PROFESSIONAL CENTER 1349 East 79 th Street	KONE	2015	H-PASS
	KONE	2015	FREIGHT
EAST CLARK	SCHINDLER	2009	H-PASS

885 East 146 th Street			
EAST TECH 2439 E. 55 th St.	ESCO	1972	H-FRT
	ESCO	1972	H-PASS
	ESCO (SEALED)	1972	D-D / W
EUCLID PARK 17914 Euclid Avenue	SCHINDLER	2010	H-PASS
FRANKLIN D. ROOSEVELT 800 Linn Dr.	THYSSENKRUP	2006	H-PASS
FULLERTON 3900 E 75 th Street	THYSSENKRUP	2018	PASS
GARFIELD 3800 West 140 th Street	SCHINDLER	2008	H-PASS
GARRETT MORGAN 4016 Woodbine Ave.	WARNER	1939	T-FRT
GEEORGE W. CARVER 2201 East 49 th Street	SCHINDLER	2010	H-PASS
GLENVILLE 650 E. 113 th St.	WESTINGHOUSE	1960	T-PASS
HANNAH GIBBONS 1378 Clearaire Road	SCHINDLER	2006	H-PASS
H. BARBARA BOOKER 7901 Halle Ave.	THYSSENKRUPP	2018	PASS
HARRY E. DAVIS 10700 Churchill Ave.	WESTINGHOUSE	1964	T-PASS
HARVEY RICE 2730 East 116 th Street	SCHINDLER	2009	H-PASS
HEALTH CAREERS 1740 E. 32 nd St.	OTIS	1980	H-PASS
JAMES F. RHODES 5100 Biddulph Avenue	THYSSENKRUPP	2007	PASS
	THYSSENKRUPP	2007	FRT

JANE ADDAMS 2373 E. 30 th St.	THYSSENKRUPP	1968	H-FRT
	THYSSENKRUPP	1968	H-PASS
JOHN ADAMS 3817 E. 116 th	DOVER	2006	FRT
	DOVER	2006	PASS
JOHN HAY 2075 E. 107 th St.	THYSSENKRUPP	2006	T-PASS
	THYSSENKRUPP	2006	T-FRT
JOHN HAY (Athletic Bldg.)	THYSSENKRUPP	2006	PASS
JOHN F. KENNEDY 17100 Harvard Ave.	WESTINGHOUSE	1964	T-PASS
(new) JOHN F. KENNEDY 15111 Miles Ave.	THYSSENKRUPP	2020	PASS
JOSEPH M. GALLAGHER 6601 Franklin Blvd.	ESCO	1976	H-PASS
LAKESIDE ADMIN BLDG. 1440 Lakeside Ave.	OTIS	1974	T-PASS
	OTIS	1974	T-FRT
	OTIS	2005	PASS
LINCOLN WEST 3202 W. 30 th St.	DOVER	1970	H-PASS
LUIS MARIN 1701 Castle Ave.	ROSSBOROUGH		H-PASS
MARGARET SPELLACY 655 E. 162 nd St.	DOVER	1967	H-PASS
MARTIN L. KING 1651 E. 71 st St. S-10	ESCO	1977	H-PASS
MARY BETHUNE 11815 Moulton Avenue	THYSSENKRUPP	2006	H-PASS
MARY B. MARTIN 8200 Brookline Avenue	THYSSENKRUPP	2006	H-PASS

MAX S. HAYES 4600 Detroit Ave.	ESCO	1960	H-FRT
MEMORIAL 410 E. 152 nd Street	SCHINDLER	2005	H-PASS
MILES 11918 Miles Road	SCHINDLER		H-PASS
MILES PARK 4090 East 93 rd Street	SCHINDLER	2006	H-PASS
MOUND 5405 Mound Avenue	SCHINDLER	2011	H-PASS
NATHAN HALE 3588 Martin Luther King Drive	SCHINDLER	2010	H-PASS
Oliver H. Perry 18400 Schenely Ave.	THYSSENKRUPP	2018	PASS
ORCHARD 4200 Bailey Avenue	SCHINDLER		H-PASS
PATRICK HENRY 11901 Durant Avenue	SCHINDLER	2009	H-PASS
PAUL DUNBAR 2159 West 29 th Street	SCHINDLER		H-PASS
RIVERSIDE 14601 Montrose	SCHINDLER	2005	H-PASS
ROBERT H. JAMISON 4092 East 146 th Street	SCHINDLER	2009	H-PASS
ROBINSON G. JONES 4550 West 150 th Street	THYSSENKRUPP	2009	H-PASS
SOUTH 7414 Broadway	GABRIEL	2018	H-PASS
	KONE		FREIGHT
SUNBEAM 11731 Mt. Overlook Ave	EDMONDS	1965	H-PASS

THOMAS JEFFERSON 3145 West 46 th Street	SCHINDLER	2010	H-PASS
TREMONT 2409 W. 10 th St.	OTIS	1924	T-PASS
1. WADE PARK 2. 7600 Wade Park	OTIS		H-PASS
WAVERLY 1805 West 57 th Street	SCHINDLER	2018	PASS
WARNER 8315 Jeffries Street	THYSSENKRUPP	2007	H-PASS
WEST SIDE HIGH SCHOOL 4600 Detroit Ave.	THYSSENKRUPP	2020	PASS
	THYSSENKRUPP	2020	PASS
WHITNEY YOUNG 17900 Harvard Ave.	OTIS	1959	T-PASS
(new)WHITNEY YOUNG 17900 Harvard Ave.	THYSSENKRUPP	2018	PASS
WILBUR WRIGHT 11005 Parkhurst Ave.	(New)OTIS	2018	T-FRT
WILLIAM R. HARPER 5515 IRA Ave.	THYSSENKRUPP	2018	PASS
WILLSON 1126 Ansel Road	SCHINDLER	2009	H-PASS
WOODLAND DISTR. 4966 Woodland Ave.	WARNER	1930	T-FRT
	WARNER	1930	T-PASS

Section B: Proposal Cost Forms

PROPOSAL FORM #21257 - ELEVATOR MAINTENANCE

The Independent Elevator Contractor proposes to furnish all labor, materials and equipment necessary to complete inspection, maintenance and repair to elevators, dumbwaiters, sidewalk lifts, and elevator equipment owned by the Cleveland Municipal School District, located in various facilities, in accordance with the Specifications on file in the office of the Director of Purchasing, and to the entire satisfaction and acceptance of the Cleveland Municipal School District, and to complete the same on or before the time to be written into the Service Agreement and for the following price(s):

CONTRACT PERIOD JANUARY 1, 2019 through SEPTEMBER 30, 2019

INSPECTION / MAINTENANCE PROGRAM:

Annual Cost \$ _____
Monthly invoicing (1/12 of annual cost) \$ _____

REPAIR:

Hourly cost for straight time labor:

Mechanic Rate \$ _____ Helper Rate \$ _____

Hourly cost for premium time labor:

Mechanic Rate \$ _____ Helper Rate \$ _____

Percentage of discount for parts and materials
from the manufacturer's list price _____%

CONTRACT PERIOD OCTOBER 1, 2019 through SEPTEMBER 30, 2020

INSPECTION / MAINTENANCE PROGRAM:

Annual Cost \$ _____
Monthly invoicing (1/12 of annual cost) \$ _____

REPAIR:

Hourly cost for straight time labor:

Mechanic Rate \$ _____ Helper Rate \$ _____

Hourly cost for premium time labor:

Mechanic Rate \$ _____ Helper Rate \$ _____

Percentage of discount for parts and materials
from the manufacturer's list price _____%

CONTRACT PERIOD OCTOBER 1, 2020 through SEPTEMBER 30, 2021

INSPECTION / MAINTENANCE PROGRAM:

Annual Cost \$ _____

Monthly invoicing (1/12 of annual cost) \$ _____

REPAIR:

Hourly cost for straight time labor:

Mechanic Rate \$ _____ Helper Rate \$ _____

Hourly cost for premium time labor:

Mechanic Rate \$ _____ Helper Rate \$ _____

Percentage of discount for parts and materials
from the manufacturer's list price _____%

Option 1 Renewal Period:

CONTRACT PERIOD OCTOBER 1, 2021 through SEPTEMBER 30, 2022

INSPECTION / MAINTENANCE PROGRAM:

Annual Cost \$ _____

Monthly invoicing (1/12 of annual cost) \$ _____

REPAIR:

Hourly cost for straight time labor:

Mechanic Rate \$ _____ Helper Rate \$ _____

Hourly cost for premium time labor:

Mechanic Rate \$ _____ Helper Rate \$ _____

Percentage of discount for parts and materials
from the manufacturer's list price _____%

Option 2 Renewal Period:

CONTRACT PERIOD OCTOBER 1, 2022 through SEPTEMBER 30, 2023

INSPECTION / MAINTENANCE PROGRAM:

Annual Cost \$ _____

Monthly invoicing (1/12 of annual cost) \$ _____

REPAIR:

Hourly cost for straight time labor:

Mechanic Rate \$ _____ Helper Rate \$ _____

Hourly cost for premium time labor:

Mechanic Rate \$ _____ Helper Rate \$ _____

Percentage of discount for parts and materials

from the manufacturer's list price _____%

Vendors must complete the signatory requirement below:

Company Name: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

Signature: _____

Printed Name: _____

Date: _____

PROPOSAL FORM #21257 – ELEVATOR MAINTENANCE
INSPECTION, SERVICE, AND MAINTENANCE OF ALL ELEVATORS, SIDEWALK LIFTS, DUMBWAITERS
AND ELEVATOR EQUIPMENT OWNED BY THE CLEVELAND MUNICIPAL SCHOOL DISTRICT AND
LOCATED IN VARIOUS BOARD FACILITIES.

Facility	Unit No.	Original Contract Period 01/1/19 to 09/30/21	1 st Option Contract Period 10/1/21 to 09/30/22	2 nd Option Contract Period 10/1/22 to 09/30/23
Adlai Stevenson	1	\$ _____	\$ _____	\$ _____
Andrew J. Rickoff	2	\$ _____	\$ _____	\$ _____
Anton Grdina	3	\$ _____	\$ _____	\$ _____
Artemus Ward	4	\$ _____	\$ _____	\$ _____
Benjamin Franklin	5	\$ _____	\$ _____	\$ _____
Buhrer	6	\$ _____	\$ _____	\$ _____
Campus International K- 8	7	\$ _____	\$ _____	\$ _____
Carl Shuler	8	\$ _____	\$ _____	\$ _____
Charles Mooney	9	\$ _____	\$ _____	\$ _____
Collinwood	10	\$ _____	\$ _____	\$ _____
Collinwood	11	\$ _____	\$ _____	\$ _____
Collinwood	12	\$ _____	\$ _____	\$ _____
Daniel Morgan	13	\$ _____	\$ _____	\$ _____
East Clark	14	\$ _____	\$ _____	\$ _____
East Professional Center	15	\$ _____	\$ _____	\$ _____
East Professional Center	16	\$ _____	\$ _____	\$ _____
East Tech	17	\$ _____	\$ _____	\$ _____
East Tech	18	\$ _____	\$ _____	\$ _____
East Tech	19	\$ _____	\$ _____	\$ _____

Facility	Unit No.	Original Contract Period 01/1/19 to 09/30/21	1 st Option Contract Period 10/1/21 to 09/30/22	2 nd Option Contract Period 10/1/22 to 09/30/23
Euclid Park	20	\$ _____	\$ _____	\$ _____
Franklin D. Roosevelt	21	\$ _____	\$ _____	\$ _____
Fullerton	22	\$ _____	\$ _____	\$ _____
Garfield	23	\$ _____	\$ _____	\$ _____
Garrett Morgan	24	\$ _____	\$ _____	\$ _____
George W. Carver	25	\$ _____	\$ _____	\$ _____
Glenville	26	\$ _____	\$ _____	\$ _____
H.B. Booker	27	\$ _____	\$ _____	\$ _____
Hannah Gibbons	28	\$ _____	\$ _____	\$ _____
Harry E. Davis	29	\$ _____	\$ _____	\$ _____
Harvey Rice	30	\$ _____	\$ _____	\$ _____
Health Careers	31	\$ _____	\$ _____	\$ _____
James F. Rhodes	32	\$ _____	\$ _____	\$ _____
James F. Rhodes	33	\$ _____	\$ _____	\$ _____
Jane Addams	34	\$ _____	\$ _____	\$ _____
Jane Addams	35	\$ _____	\$ _____	\$ _____
John Adams	36	\$ _____	\$ _____	\$ _____
John Adams	37	\$ _____	\$ _____	\$ _____
John Hay	38	\$ _____	\$ _____	\$ _____
John Hay	39	\$ _____	\$ _____	\$ _____
John Hay	40	\$ _____	\$ _____	\$ _____
John F. Kennedy	41	\$ _____	\$ _____	\$ _____

Facility	Unit No.	Original Contract Period 01/1/19 to 09/30/21	1 st Option Contract Period 10/1/21 to 09/30/22	2 nd Option Contract Period 10/1/22 to 09/30/23
Joseph Gallagher	42	\$ _____	\$ _____	\$ _____
Lakeside Admin	43	\$ _____	\$ _____	\$ _____
Lakeside Admin	44	\$ _____	\$ _____	\$ _____
Lakeside Admin	45	\$ _____	\$ _____	\$ _____
Lincoln West	46	\$ _____	\$ _____	\$ _____
Luis Marin	47	\$ _____	\$ _____	\$ _____
Margaret Spellacy	48	\$ _____	\$ _____	\$ _____
Martin L. King	49	\$ _____	\$ _____	\$ _____
Mary Bethune	50	\$ _____	\$ _____	\$ _____
Mary B. Martin	51	\$ _____	\$ _____	\$ _____
Max Hayes	52	\$ _____	\$ _____	\$ _____
Memorial	53	\$ _____	\$ _____	\$ _____
Miles Park	54	\$ _____	\$ _____	\$ _____
Mound	55	\$ _____	\$ _____	\$ _____
Nathan Hale	56	\$ _____	\$ _____	\$ _____
O. H. Perry	57	\$ _____	\$ _____	\$ _____
Patrick Henry	58	\$ _____	\$ _____	\$ _____
Riverside	59	\$ _____	\$ _____	\$ _____
Robert Jamison	60	\$ _____	\$ _____	\$ _____
Robinson G. Jones	61	\$ _____	\$ _____	\$ _____
Sunbeam	62	\$ _____	\$ _____	\$ _____
Thomas Jefferson	63	\$ _____	\$ _____	\$ _____

Facility	Unit No.	Original Contract Period 01/1/19 to 09/30/21	1 st Option Contract Period 10/1/21 to 09/30/22	2 nd Option Contract Period 10/1/22 to 09/30/23
Tremont	64	\$ _____	\$ _____	\$ _____
Warner	65	\$ _____	\$ _____	\$ _____
Waverly	66	\$ _____	\$ _____	\$ _____
West Side High School	67	\$ _____	\$ _____	\$ _____
Whitney Young	68	\$ _____	\$ _____	\$ _____
Wilbur Wright	69	\$ _____	\$ _____	\$ _____
Willson	70	\$ _____	\$ _____	\$ _____
William R. Harper	71	\$ _____	\$ _____	\$ _____
Woodland Distr. Ctr.	72	\$ _____	\$ _____	\$ _____
Woodland Dist. Ctr.	73	\$ _____	\$ _____	\$ _____