



INVITATION TO BID

#21276

For

John Hay High School
Gymnasium Floor Replacement and Bleacher Replacement

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 TRADES DEPARTMENT OF THE BOARD OF EDUCATION OF THE CLEVELAND
METROPOLITAN SCHOOL DISTRICT - CUYAHOGA COUNTY, OHIO

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Part I: NOTICE OF INVITATION TO BID #21276

Separate Sealed Bids for the requirement set forth below will be received in the Cashier's Office of the Cleveland Metropolitan School District located at 1111 Superior Avenue E, Cleveland, Ohio 44114, until **1:00 pm current local time on June 6, 2019**. This ITB will be opened immediately following the Bid cutoff time at 1111 Superior Avenue E, Cleveland, Ohio 44114.

John Hay High School Gymnasium Floor Replacement and Bleachers Replacement

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

There will be a Pre-Bid Meeting for this Invitation to Bid on **May 22, 2019 at 3:30 PM**. The Pre-Bid Meeting will be at the **Cleveland Metropolitan School District, John Hay High School Gymnasium site, 2075 Stokes Boulevard, Cleveland, Ohio 44106**. Attendance at the Pre-Bid Meeting is encouraged but not mandatory.

All questions and correspondence related to this ITB must be submitted in writing **ONLY** by **12:00 pm on May 24, 2019** at the email address given above. All answers to corresponding questions and concerns will be sent directly to those submitting the question. A comprehensive question and answer list will also be posted at clevelandmetroschools.org/purchasing. Any errors and/or omissions reported will be addressed via Addenda. Addenda will be issued no later than May 30, 2019.

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

No bid may be withdrawn for at least ninety (90) 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.

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

M. Angela Foraker
Executive Director, Procure to Pay
May 16, 2019

Section I: Instructions to Bidders

John Hay High School Gymnasium Floor Replacement and Bleachers Replacement

1. All Bids shall be made upon the Bid Form(s) furnished. All information requested in the bid and in the bid package must be filled in legibly and completely with blue ink signatures, or the bid may be considered non-responsive. No oral, telephonic or telegraphic bids or modifications will be considered. The **Bid Name and Bid Number** must be stated on the exterior of the submission envelope(s), including shipping labels.
2. Bids are due at the Cashier's Office of the Board of Education, Cleveland Metropolitan School District, Administration Building, 1111 Superior Avenue E, Suite 1800, Cleveland Ohio, 44114, on or before **1:00 p.m.** current local time on **June 6, 2019**. 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 ninety (90) days after receipt of bids at **1:00 p.m.** current local time, on **June 5, 2019**.
5. Written questions may be directed to the Purchasing Division via email to: seletha.thompson@clevelandmetroschools.org **no later than 12:00 pm on May 24, 2019**. 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.
6. The Cleveland Metropolitan School District reserves the right to reject any and all Bids, to waive any and all informalities or irregularities, and to disregard all non-conforming responsive conditional bids.
7. Bidder understands and agrees that subsequent to submission of the Bid, any District resolution authorizing the award of a contract or agreement does not vest any contractual rights in the bidder.
8. Bidder understands and agrees that any such District resolution operates only to encumber funds necessary for the project and does not create a binding contract.
9. Bidder further acknowledges and agrees that any such District resolution may be revoked, at any time prior to execution of a formal, written contract.
10. Bidder acknowledges and agrees that it has no vested contractual right until such time as a purchase order and contract have been issued.
11. Bidder further acknowledges and agrees that execution of a contract and issuance of a purchase order is not a ministerial function, but is a formal requirement for acceptance of the bid.
12. Bidder must present evidence to the District, upon request, that they are fully competent and have the necessary facilities, equipment and financial resources to perform the work required in the Specifications within the time frame required.

13. Each and every page must have the bidder's company name in the header or footer.
14. No binding of any kind should be used: use only binder clips. No staples, No paper clips, No binders, No tabs should be used; use colored paper to separate Sections. Failure to comply with submission formation may result in the submittal being disqualified.
15. Any and all changes must be initialed by the bidder.
16. The District reserves the right to award the bid in whole or in parts, by item, by group of items, to a single vendor; or to multiple vendors, where such action serves the best interests of the District.
17. This Bid should be submitted before **1:00 p.m.** current local time, **June 6, 2019** 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. Transmittal Cover Letter
 - b. Completed Bid Form with Addendum Acknowledgement including evidence of State certification to perform the work required.
Please note: *Failing to acknowledge a published Addendum may cause your response to be rejected.*
 - c. Signed Acknowledgement for Instructions to Bidders.
 - d. Completed and notarized Bidder's Qualification Form.
 - e. Signed Conflict of Interest Form
 - f. Completed and notarized Non-Collusion Affidavit.
 - g. Completed and notarized EOA Compliance Declaration documents.
 - h. Completed and notarized Diversity Business Enterprise Participation Forms.
 - i. 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.
 - j. Completed Debarment Form
 - k. A certified check for 10% of the total amount of the bid payable to the Treasurer of the Cleveland Metropolitan School District, or satisfactory bid bond executed by the bidder and a Surety company shall be submitted with each bid on a form supplied by the bondsman.
18. Bidder shall not include Ohio Sales Tax in the price quoted. The Cleveland Metropolitan School District will provide tax exempt certificate to the successful Bidder upon request.

19. SECURITY

Vendor's workmen, foremen, other personnel, and subcontractors on CMSD sight will be required to meet Cleveland Metropolitan School District security requirements. Contractor must issue personnel I.D. badges. Any worker not complying with CMSD security requirements will immediately be ordered off project and

without prejudice or recourse to CMSD.

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

20. INSURANCE

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

- | | | |
|----------------------------------------------------------------------|---|---------------------------------------------------------------------------------|
| a. Commercial General Liability
\$1,000,000.00 Limit of Liability | - | including limited contractual liability
(per occurrence) |
| b. Automobile Liability
\$1,000,000.00 Limit of Liability | - | including non-owned, and hired
(per occurrence) |
| c. Workers Compensation | - | Workers compensation and employer's
Insurance to the full extent as required |
| d. Professional Liability
\$1,000,000/ \$3,000,000 | - | By applicable law
per occurrence/in the aggregate |

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

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

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

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

21. DIVERSITY BUSINESS GOAL

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

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

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

The diversity business goal for this ITB is: 30% Maintenance/Construction Repair

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.

Part II: DISTRICT RELATED FORMS

Required Purchasing Division Documents and Instructions

Section I: Addendum Acknowledgement Form for RFP #21276

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.

Failing to acknowledge a published Addendum may cause your response to be rejected

Signature: _____ Date: _____

Section II: Acknowledgement

(Name of Company)

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

By: _____
(Name and Title)

Date: _____

Section 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: YES NO

FEMALE BUSINESS ENTERPRISE: YES NO

Section IV: Taxpayer ID Form

<p>Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service</p>	<p>Request for Taxpayer Identification Number and Certification</p> <p>▶ Go to www.irs.gov/FormW9 for instructions and the latest information.</p>	<p>Give Form to the requester. Do not send to the IRS.</p>																			
<p>Print or type. See Specific instructions on page 3.</p>	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p>2 Business name/disregarded entity name, if different from above</p> <hr/> <p>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.</p> <p> <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) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____ </p> <p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Apply to accounts maintained outside the U.S.)</small></p>																				
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p>6 City, state, and ZIP code</p> <hr/> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>																			
<p>Part I Taxpayer Identification Number (TIN)</p>																					
<p>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.</p> <p>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.</p>																					
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<p>Part II Certification</p>																					
<p>Under penalties of perjury, I certify that:</p> <ol style="list-style-type: none"> The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and I am a U.S. citizen or other U.S. person (defined below); and The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. <p>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.</p>																					
<p>Sign Here</p>	<p>Signature of U.S. person ▶ _____</p>	<p>Date ▶ _____</p>																			
<p>General Instructions</p> <p>Section references are to the Internal Revenue Code unless otherwise noted.</p> <p>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.</p> <p>Purpose of Form</p> <p>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:</p> <ul style="list-style-type: none"> • 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) <p>Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.</p> <p><i>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.</i></p>																					
<p>Cat. No. 10231X Form W-9 (Rev. 10-2018)</p>																					

Section V: No Bid/Proposal Form

RFP #21276

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

To all prospective bidders/proposers:

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

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

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

_____ (1) If you are not making a bid/proposal this cycle, but want to remain on the active proposer's list for the future RFPs, 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 proposer'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: 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 VI: 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 VII: 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 VIII: Bidder/Proposer Qualifications Form

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

PROPOSER 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 contract 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 IX: State of Ohio Insurance

Sample: State Of Ohio Insurance

S A M P L E

STATE OF OHIO

DEPARTMENT OF INSURANCE

CERTIFICATE OF COMPLIANCE

As Superintendent of Insurance of the State of Ohio, I

do hereby certify that _____

a corporation located at _____

in the State of _____

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

authorized to transact in this state its appropriate

business of insurance as prescribed under Section 3941.02.

of Ohio, including Fidelity Insurance.

From _____ 20____, until _____

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

Superintendent of Insurance of Ohio

Section X: Sample Certificate of Liability Insurance

Sample: Acord Certificate of 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, No, Ext):	FAX (A/C, No):	
INSURED	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:		
	INSURER B:		
	INSURER C:		
	INSURER E:		

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 GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPI/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"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A WC STATUTORY LIMITS OTH-ER 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

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Section XI: Non-Collusion Affidavit

This Affidavit must be executed and shall accompany the proposal in order for the proposal 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 proposal; that such proposal is genuine and not collusive or sham; that said proposer has not colluded, conspired, connived, or agreed, directly or indirectly, with any proposer or person, to put in a sham proposal, or that such other person shall refrain from proposing, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price of affiant or any other proposer, to fix any overhead, profit or cost element of said proposal price, or of that of any proposer, or to secure any advantage against the Board of Education of the Cleveland Metropolitan School District, or any person or persons interested in the proposal; and that all statements contained in said proposal are true; and further that such proposer has not, directly or indirectly, submitted this proposal, 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 XII: 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 proposal 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 proposer who fails or refuses to complete and return this Notice may be deemed a non-responsive proposer.
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 proposal 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-proposal 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-proposal, 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 stopping 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. Proposers 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 proposers for award of the contract should comply with the Requirements, Terms, and Conditions of this Notice.

The undersigned proposer 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.

Proposer: _____

Date: _____

By: _____

Title: _____

Definition of DBE: A Diversity Business Enterprise (DBE)

"Small Diversity business concern" means a small business concern that is at 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 PROPOSAL

Signature of Non-DBE Prime Contractor

Date: _____

4: DBE Form D

DBE LETTER OF INTENT

To: _____
Non-DBE Prime or General Proposer

Project: _____

NON-DBE PRIME OR GENERAL PROPOSER

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 Proposal for work items to be performed on:

Board Project: _____

Minority Contractor: _____

Work Items Sought: _____

Form of Proposal Sought: _____

Female Contractor: _____

Work Items Sought: _____

Form of Proposal 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 proposal for the following reason (s):

Signature, Non-DBE prime Proposer Date

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

_____ by _____
Date Non-DBE Prime Proposer

Signature, Non-DBE Prime Proposer

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

Signature, Non-DBE prime Proposer

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 XIII: 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 proposals, informal proposals, and contract term agreements are required to submit a Vendor Employment Practice Report with each Proposal. Approved status by the Vendor Employment Practice Report includes the following documents which must be completed in their entirety and returned with the proposal.

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 proposals 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 proposal 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 proposers 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 PROPOSALS MAY BE REJECTED OR CONTRACTS TERMINATED ON EQUAL EMPLOYMENT OPPORTUNITY GROUNDS

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

Form 1: Vendor Contract Compliance Form

Name of Firm: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Standard Metropolitan Statistical Area: _____

Recruitment Area: _____

Type of Business (product or service): _____

Name of EEO Officer: _____

Signature of Owner, Partner, or Authorized Officer: _____

Name (type or print): _____

Date: _____ Title: _____

Do not complete below this line

Status of Vendor:

___ Compliance

___ Conditional Compliance

___ Non-Compliance

___ Compliance Pending

Comments: _____

Date: _____ Signature: _____

Form 2: Compliance Declaration

The following must be filled out completely:

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

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

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

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

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

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

(Name of Company)

_____ Date: _____

(Signature of Company Official)

STATE OF (_____)
COUNTY OF (_____)SS.

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

It's _____, who acknowledged that they knowingly signed the aforesaid instrument, and that the same is their free act and deed duly authorized and the free act and deed of said company.

IN TESTIMONY WHEREOF, I have hereto set my hand and affixed seal at

_____, _____, this

day of _____, 20__.

DESCRIPTION OF JOB CATEGORIES

OFFICIALS, MANAGERS, AND SUPERVISORS

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

PROFESSIONALS

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

TECHNICIANS

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

SALES WORKERS

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

OFFICE AND CLERICAL

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

CRAFTWORKERS (SKILLED)

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

OPERATIVE (SEMI-SKILLED)

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

LABORERS (UNSKILLED)

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

SERVICE WORKERS

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

APPRENTICES

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

Form 3: Employment Data Form

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

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 proposer to make the statements and representations contained in this report, and that they have red 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 XIV: Supplier Contract Sample



SAMPLE ONLY

CMSD SUPPLIER CONTRACT

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

the right to recoup payments already tendered for any services that have been performed or any defective item provided. The District is not liable in any manner for expenses incurred by the Supplier through its utilization of third-party Suppliers or Contractors.

5. **FUNDING SOURCE.**

	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. The parties acknowledge that the District is a political subdivision, and as such, is prohibited by law from entering into an indemnification agreement. Nothing contained within this Agreement is intended nor shall be construed to provide indemnification by the District.
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] (INCLUDE BOTH REPORTS)*

<https://ohioauditor.gov/auditsearch/Search.aspx> (Microsoft Edge & Google Chrome)

<https://sam.gov/SAM/pages/public/index.jsf> (Google Chrome) (If Unsupported, Click SAM icon).

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

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

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

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

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

16. **PROMPT PAYMENT DISCOUNT.** If the Supplier offers a prompt payment discount on any other contract, public or private, then the District shall be extended the same

discount on this contract and shall be so notified of the existence of the discount and the terms thereof.

17. **DAMAGE TO BUILDINGS, EQUIPMENT, AND VEGETATION.** The Supplier shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the District premises. If the Supplier's failure to use reasonable care causes damage to any District property, the Supplier shall replace or repair the damage at no expense to the District as the District directs. If the Supplier fails or refuses to make such repair or replacement, the Supplier shall be liable for the cost, which may be deducted from the contract price.
18. **TIME.** Time is of the essence in the performance of this contract.
19. **NOTICE OF BANKRUPTCY.** If the event Supplier enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Supplier agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the District Office responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of District contract numbers and contracting offices for all District contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.
20. **PAYMENT OF MONEYS DUE DECEASED SUPPLIER.** If the Supplier dies or is dissolved prior to completion of this Agreement, any moneys that may be due to Supplier from the District for services rendered prior to the date of death or dissolution shall be paid to Supplier's executors, administrators, heirs, personal representative, successors, or assigns or as may be directed by an order of a Probate Court.
21. **AVAILABILITY OF FUNDS.** The Parties acknowledge and agree that the District is a governmental entity and due to statutory provisions cannot commit to the payment of funds beyond its fiscal year (July 1, through June 30). If funds are not allocated for the Services that are the subject of this Agreement following the commencement of any succeeding fiscal year during which this Agreement may continue, the District may terminate this Agreement without liability for any termination charges, fees, or penalties, at the end of its last fiscal period for which funds were appropriated. The District shall be obligated to pay all charges incurred through the end of the last fiscal period for which funds were appropriated. The District shall give the Service Supplier written notice that funds have not been appropriated (a) within a reasonable time after the District receives notice of such non-appropriation; and, (b) at least fourteen (14) days prior to the effective date of such termination.
22. **RECORDS.** The Supplier shall maintain all records pertaining to this Agreement on file for not less than ten (10) years and until any audit issues are resolved and to make such

records available to the District, or any other duly authorized representative, upon request except if this is a federally funded contract.

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

23. **DEFAULT.** Any of the following events constitute default by the Supplier:
- a. Non-performance of any term, covenant, or condition of this Agreement by the Supplier within the time provided; or
 - b. Any act of insolvency by the Supplier or the filing of any petition under any bankruptcy, reorganization, insolvency, receivership, or moratorium law, or any law for the relief of, or relating to debtors; or
 - c. The filing of any involuntary petition under any bankruptcy statute against the Supplier or the appointment of any receiver or trustee or to take possession of the property of the Supplier; or
 - d. Failure of the Supplier to pay a third party(ies) resulting in any claim(s) against the District or the filing of Liens on Public Funds; or
 - e. Failure to maintain the required insurance or equipment as well as failure to provide qualified/licensed personnel or quality and safe vehicles.
24. **EFFECT OF DEFAULT.** In the event of any default by the Supplier, the District may do any one or all of the following:
- a. Terminate the contract and withhold funds due, if any to satisfy any third-party claims;
 - b. Sue for and recover all damages arising out of the Supplier's default;
 - c. Cure the default and obtain reimbursement and cover from the Supplier.
 - d. Exercise any other rights available to it in law or equity.
25. **WAIVER OF DEFAULT.** If the District consents to or waives the breach of any provision of covenant in this Agreement, such waiver shall not constitute a waiver of such provisions or covenant as to the future, and the District shall not be estopped from later enforcing any provision or covenant it may have previously waived or elected not to enforce; nor shall such waiver have any effect on the enforcement of any other provision of this contract.
26. **TERMINATION FOR CONVENIENCE OF DISTRICT.** The District may terminate this Agreement at its option without obligation upon fourteen (14) days written notice to the Supplier. The District may terminate this Agreement for any reason or no reason at all.

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

28. **MISCELLANEOUS.**

- a. Supplier represents and warrants that she possesses the qualification and personnel, if required, to provide the services agreed to herein.
- b. Neither party may assign, modify, or sub-contract this Agreement, or any right or interest herein, without the prior written consent of the other party.
- c. This Agreement shall be binding upon and inure to the benefit of the Parties, their successors, and permitted assigns.
- d. To the extent that the terms of this Agreement materially conflict with or render ambiguous any provision of the Supplier's (Bid/Proposal), the terms of this Agreement shall govern.
- e. The paragraph headings are for convenience only and shall not effect the interpretation of this Agreement.
- f. This validity, construction of this Agreement shall be determined in accordance with the laws of the State of Ohio.
- g. The Supplier and all subcontractors shall comply with all local, state and federal laws, rules, regulations and ordinances.
- h. No travel expense reimbursement is authorized unless specifically stated in this contract. If so stated, the meals, travel, and lodging are reimbursable only in strict compliance with the Ohio Auditor of State Technical Bulletins, Guidance and Rules and Regulations and, if this contract is federally funded in whole or in part, in strict compliance with all rules, regulations and guidance of the U.S. Office of Management and Budget and any other federal office or agency having jurisdiction over federally funded contracts.
- i. This Agreement contains the entire agreement between the parties with respect to the services to be provided hereunder, and there are no representations, understandings or agreements, oral or written, which are not included herein.

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

to the Supplier or any of its parent affiliations and are not on the board of directors of the Supplier or hold any officer position with the Supplier.

CONTRACT MUST BE APPROVED BY CMSD LEGAL DEPARTMENT PRIOR TO SIGNATURE

Approved as to form:

Law Department
Cleveland Municipal School District

DATE: _____

NOTICE TO SUPPLIERS

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

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

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

(SUPPLIER NAME)

CLEVELAND MUNICIPAL SCHOOL DISTRICT

BY: _____

BY: _____

TITLE: *Supplier* _____

TITLE: _____

DATE: _____

DATE: _____

Section XIV: References

Include below three references of equal or larger size to this current ITB project. Public sector experience is preferred, but not required. Please attach relevant supporting documentation, such as project plans, scope of work.

Reference #1:

Company/School Name: _____

Address: _____

Type of Business: _____

Contact Person: _____

Telephone and Fax#: _____

Dates of Service: _____

Description of Services Provided: _____

Reference #2:

Company/School Name: _____

Address: _____

Type of Business: _____

Contact Person: _____

Telephone and Fax #: _____

Dates of Service: _____

Description of Services Provided: _____

Reference #3:

Company/School Name: _____

Address: _____

Type of Business: _____

Contact Person: _____

Telephone and Fax#: _____

Dates of Service: _____

Description of Services Provided: _____



PART III: GENERAL CONDITIONS, FORMS AND SPECIFICATIONS

ITB #21276

JOHN HAY HIGH SCHOOL
GYMANSIUM FLOOR REPLACEMENT and BLEACHERS REPLACEMENT

Overview – Overall Specifications

Gymnasium Floor Replacement Specifications

General Conditions

1. The proposer for this contract shall include all the work generally defined by the drawings and specifications necessary to result in a complete functioning High School Gymnasium per State of Ohio High School Assoc. guidelines. Proposals for this work shall include and be based upon the work required by the documents issued with this package, as follows:
 - a. Construction Documents
 - b. Notice to Bidders Letter
 - c. Bid Form
2. The project shall be proposed using State of Ohio Prevailing Wage Rates. Those rates may be obtained from the State of Ohio's website: <https://www.actohio.org/issues/prevailing-wage/by-county/cuyahoga-county/>
3. Work is scheduled to begin with the certification and signoff of CMSD; and the General Contractor is to provide a project schedule with the bid submission which details the adherence to the substantial completion date.
4. Operations & Maintenance Manual submittals no later than 15 days after date of substantial completion.
5. As-built drawings no later than 15 days after date of substantial completion.
6. If overtime hours are anticipated to meet the requisite deadline, CMSD custodial staff must be present at the site/building and the cost of those services shall be within the contractor's Base Proposal.
7. If the contractor fails to complete the work within the contract time or fails to achieve any of the contract milestones, the contractor agrees to pay the owner \$100.00 per day as liquidated damages to cover losses, expenses and damages of the owner for each and every day which the contractor fails to achieve completion of the milestone work or the entire
8. Testing and Inspection of systems will be performed in such a manner that the Owner is notified two (2) days in advance of the test.
9. All permits, fees, etc. required for this scope of work shall be the responsibility of this contractor and shall be included in the Base Proposal cost.
10. Any inconsistencies, omissions, out of tolerance dimensions relating to the work of others that affects the work of this general contract must be reported to the Owner in writing one (1) week prior to starting work that is affected. No claims will be accepted resulting from conditions after work had begun.
11. If during the pricing of this general contract, value engineering/cost savings suggestions come to light, we request they be outlined with cost savings identified and attached to your proposal as a voluntary alternate/suggestion.
12. A full-time superintendent of the General Contractor must be on-site, at all times, including off hours, during the work of this general contract, this includes all trade work. Superintendent must be qualified and acceptable to the Owner.
13. Proposers are required to visit the site and familiarize themselves with the existing site and actual field conditions, and advise the Owner in your proposal of any exceptions taken with existing conditions. Any inconsistencies, omissions, out of tolerance dimensions relating to the work of others that affect the scope of your work, must be identified and submitted with your proposal.
14. Contractors are responsible to implement their work and maintain progress in conformance with the submitted and Owner approved job progress schedule. Contractors are responsible for all overtime, shift differential and/or manpower necessary to maintain the established project schedule. Should overtime/shift work be required because of contractor's negligence and/or inability to maintain the pace of the project, this contractor will be charged for any additional costs.

- This contractor is to include in proposal all premium time required to do the work. This includes any after hour or weekend work for shutdowns, or service outages.
15. Include comeback and out of sequence work, which may be required due to temporary facilities, access for long lead electrical items and/or scheduling constraints.
 16. Contractor shall furnish, install and conduct his work as required due to temporary facilities, access for long lead electrical items and/or scheduling constraints.
 17. Contractor shall furnish, install and conduct his work as required to effect compliance with all existing codes, laws and ordinances, City, State and Federal regulations, including OSHA, EPA and City of Cleveland requirements.
 18. The Owner reserves the right to reject any employee on this project who does not conduct himself in a safe manner, or does not work in a manner which benefits the project as a whole, fraternization with CMSD employees or neighborhood residents is not allowed. Rejected employees shall be removed from the job-site at once without appeal.
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 21. This contractor will provide the Owner with hazardous material data sheets for any material that the contractor may use during the installation of the work.
 22. No substitutions will be accepted with base proposal, unless previously approved by addendum. All proposals are to be based upon specified manufacturers. Contractors can submit proposed substitutions with applicable credits on the Form of Proposal.
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 26. Contractor shall coordinate all cooperation between all trades. This contractor shall coordinate their work with all adjacent work and shall cooperate with other trades so as to facilitate general work progress. Each trade shall afford other trades every reasonable opportunity for installation of their work and for storage of their materials. When the whole or a portion of the work is suspended for any reason, each Contractor shall properly cover over, secure and protect such of his work as may be liable to sustain damage from any cause. The General Contractor shall provide supervision during deliver, installation and related building trades coordination with the Owners Equipment contractors and vendors.
 27. Shop drawing approval is crucial to the schedule of this project. Shop drawing submittal is to start as soon as possible after notice of award of the contract, especially submittals noted on Project Schedule. Be advised that shop drawings and related rough in of utilities must be coordinated with CEI, Cleveland Public Power and the City of Cleveland governing utility departments. All shop drawings submitted must bear the stamp of approval of the Contractor as evidence that the drawings have been checked by the Contractor. Where shop drawings submitted by the Contractor indicate a departure from the Contract which the Owner deems to be a minor adjustment not involving a change in contract price or extension of time, the Owner may, at his discretion, approve the drawings. All dimensions as shown in Shop Drawings shall be field verified by Contractor.
 28. Contractor provided sanitary facilities in the area shall be EXCLUSIVELY used by workmen. Said facilities shall be protected and maintained by the General Contractor in a manner acceptable to the Local Authorities, and the Owner.

29. All Contractors shall use care and caution in the performance of their work to protect property and personnel in the areas adjacent to the construction operations.
 30. The various Contractors shall carefully examine the drawings and site conditions relative to utilities and shall be responsible for repair or replacement thereto for damage caused by their work. Any damage to existing curbs, walks, grades, grass, or related items caused by vehicles or equipment, shall be repaired with materials and workmanship equal to conditions found at the start of construction operations. Cost of such repair or restoration work shall be paid by the Contractor. CMSD standard Utility Shutdown protocols apply to this project, standard shutdown form with minimum 7 day notice, as defined by the CMSD Facilities Department.
 31. No disruption to vehicular or pedestrian traffic outside of the established project site boundaries is to occur. Any necessary expansion of project activities beyond these boundaries must be approved in advance by CMSD and local regulatory agencies.
 32. Certificates of Substantial Completion will be issued per the discretion of the architect. Once issued and executed by the Owner and Contractor the Owner may commence using the area equipment. Warranty period will not commence until the FINAL Completion document is executed. The date of Substantial Completion will be the date for the commencement of the one (1) year warranty period (or longer as allowed by law) for all items furnished under this Contract.
 33. Generally, job progress meetings will be held once a week at the job site. They will be scheduled in advance by the General Contractor. The Prime Contractor and concerned Subcontractors shall have a representative in attendance. The representative shall be the project manager, job superintendent, or officer of the firm. General Contractor shall publish meeting minutes. The purpose of the meeting is to review the status of the work and acquaint all parties with the anticipated work schedule. Should Prime Contractor not have a representative in attendance at a meeting as identified herein before, then such Contractor shall forfeit the sum of \$100.00 per day every missed meeting from the amount due him by the Owner, unless the Owner specifically excused the Contractor in writing for that missed meeting. Minutes of safety issues must be documented by the General Contractor and all safety violation issues must be documented. These minutes must be distributed in a timely fashion. Documentation of all safety violation corrective measures must also be included in these minutes.
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SPECIFICATIONS

SECTION 09642 – WOOD GYMNASIUM FLOORING

PART 1 - GENERAL

1.1 DESCRIPTION

A. Related work specified under other sections.

1. CONCRETE SUBFLOORS-SECTION 03

- a. Existing Slab depression shall be (contractor to field verify):
 - 2" (51mm) for Standard Profile – SP-11 & SP-111 subfloor with 25/32" (20mm) Floor.

3. THRESHOLDS - SECTION 08

4. GAME STANDARD INSERTS - SECTION 11

1.2 REFERENCES

A. MFMA - Maple Floor Manufacturers Association

1.3 QUALITY ASSURANCE

A. Manufacturer

1. Manufacturer of resilient Floor shall be a firm specializing in manufacturing products specified in this section.
2. Manufacturer of floor and subfloor components must be ISO 14001:2015 Certified.
3. Basis of design shall be "RezillBase" sports floor system as provided by Connor Sports, www.connorfloor.com, (800-833-7144) or approved equal.
4. Materials other than those listed must be approved 10 days prior by written addendum. Materials from non-approved manufacturers will not be accepted.

B. Installer (Floor Contractor)

1. The complete installation of the floor system, as described in the scope of these specifications, shall be carried out by an experienced installer (Flooring Contractor), and the work shall be performed in accordance with most recent installation instructions of the manufacturer.
2. Installer (Flooring Contractor) shall be liable for all matters related to installation for a period of one year after the floor has been substantially installed and completed.

C. Performance Testing

1. Floor system shall have been independently evaluated according to established performance standards for the athletic flooring industry.
2. Compliance of athletic floor standard(s) for specified system as provided by Connor Sports at www.connorsports.com.

1.4 SUBMITTALS

A. Specification - Submit Connor RezillBase or approved equal specification sheets.

B. Sample - Submit one sample of specified system.

C. Maintenance Literature - Upon completion of floor installation, send to owner, attendants or individuals in charge and responsible for the upkeep of the building a CARE CARD. This card spells out care and maintenance instructions including temperature and humidity ranges for areas where flooring is installed.

1.5 WORKING CONDITIONS

- A.** The wood flooring specified herein shall not be installed until all work and contractors have finished in the wood floor areas. The building shall be enclosed and weathertight.
- B.** The concrete subfloor shall be determined dry by industry standard testing procedures, free of foreign materials and turned over to the installer (Flooring Contractor) broom clean. Moderate room temperature of 65 degrees (18 degrees Celsius) or more shall be maintained a week preceding and

throughout the duration of the work. Humidity conditions within the building shall approximate the humidity conditions that will prevail when the building is occupied.

- C. Permanent heat, light and ventilation shall be installed and operating during and after installation, maintaining a range of temperature and humidity compatible with the expected low and high moisture content of the flooring. The wood moisture content range is determined by the flooring contractor based on the facility's mechanical controls and/or geographical location.
- D. Flooring must be stored in a dry, well-ventilated area, not in contact with masonry, to acclimate to building conditions and shall be installed at moisture content compatible with the normally expected environmental range of temperature and relative humidity achieved while the facility is occupied.
- E. General Contractor shall lock floor area after floor is finished to allow proper curing time. If general contractor or owner requires use of gym after proper curing time, he shall protect the floor by covering with non-marring Kraft paper or red rosin paper with taped joints until acceptance by owner of complete gymnasium floor.
- F. Working conditions as described above shall be followed. Variations and substitutions shall be submitted for approval to the architect who shall advise Connor of the same.

1.6 HUMIDITY CONTROL

- A. Since all wood flooring will expand and contract as relative humidity varies, it is important to minimize extremes between low and high. Hardwood flooring is manufactured at moisture content most compatible with a 35%-50% relative humidity range. Geographical regions and available mechanicals determine the typical range of temperature and humidity for each facility. Maintaining a 15% fluctuation between highest and lowest average indoor relative humidity provides limited shrinkage and growth. Facility managers should make use of available HVAC systems to prevent excessive tightening and shrinkage of flooring.

1.7 WARRANTY

- A. Connor warrants that the materials it has supplied will be free from manufacturing defects for a period of one year. The foregoing warranty is in lieu of and excludes all other warranties not expressly set forth herein, whether express or implied in operation of law or otherwise, including, but not limited to, any implied warranties of merchantability or fitness. This warranty is expressly limited to the flooring materials (goods) supplied by Connor or approved equal. This warranty does not cover floor damage caused (wholly or in part) by fire, winds, floods, moisture, other unfavorable atmospheric conditions or chemical action, nor does it apply to damage caused by ordinary wear, misuse, abuse, negligent or intentional misconduct, aging, faulty building construction, concrete slab separation, faulty or unsuitable subsurface or site preparation, settlement of the building walls or faulty or unprofessional installation of Connor flooring systems.
 - B. Connor or approved equal shall not be liable for incidental or consequential losses, damages or expenses directly or indirectly arising from the sale, handling or use of the materials (goods) or from any other cause relating thereto, and their liability hereunder in any case is expressly limited to the replacement of materials (goods) not complying with this agreement, or at their elections, to the repayment of, or crediting buyer with, an amount equal to the purchase price of such materials (goods), whether such claims are for breach of warranty or negligence. Any claim shall be deemed waived by buyer unless submitted to Connor or approved equal in writing within 30 days from the date buyer discovered, or should have discovered, any claimed breach.
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PART 2 - PRODUCTS

2.1 MATERIALS

- A.** Vapor Barrier - 6-mil (0.2mm) polyethylene.
- B.** Subfloor Construction
 - 1. SP – Standard Profile (Specify below or Delete)
 - a. SP-11 Factory assembled UL-APA plywood, slotted surface, Connor resilient Rezill pads.
 - b. SP-111 Factory assembled UL-APA plywood, slotted surface, Connor resilient Rezill pads, collared steel drive pin concrete anchorage.
- C.** Flooring (Connor Laytite or approved equal Maple)
 - 1. 25/32" X 2-1/4" (20mm x 57mm), Second & Better Grade, Northern Hard Maple Flooring, TGEM, MFMA Grade marked and stamped as manufactured by Connor Sports, Amasa, MI or approved equal.
 - 2. Optional sizes and grades -
 - a. Sizes – 25/32" X 1-1/2" (20mm x 38mm)
 - b. Grades – First Grade, Third Grade
 - 3. Option- Manufactured flooring profile shall include 1/64" (0.4mm) side edge crush bead.
 - 4. FSC Certified- Hard maple flooring shall be certified as harvested from managed forest in compliance with the Forest Stewardship Council program.
- D.** Fasteners
 - 1. Slotted Subfloor Fasteners:
 - a. 1" (25mm) coated staples when installing Standard Profile (SP) subfloor panels.
 - 2. Flooring Fasteners:
 - a. 2" (51mm) barbed cleats or coated staples when installing Standard Profile (SP) subfloor.
 - 3. Concrete:
 - a. For Collared Steel Drive Pins: 2-1/2" (64mm), (or length as dictated by site conditions achieving minimum 900 lbs. (408.6 Kg) pullout strength).
- E.** Finish Materials - Connor oil modified polyurethane seal and finish or equal.
- F.** Game Lines - Game line paint shall be compatible with finish.
- G.** Wall Base - 3" X 4" (76mm x 102mm), heavy duty, molded, vented cove base with pre-molded outside corners.
- H.** Protective Floor Cover Provide court tiles selected from manufacturer's standard dimensions and colors.

PART 3 - EXECUTION

3.1 EXECUTION

- A.** Inspect concrete slab for proper tolerance and dryness. Report any discrepancies to general contractor and architect in writing.
- B.** Concrete slab shall be broom cleaned by general contractor.
- C.** Installer (Flooring Contractor) shall document all working conditions provided in General specifications prior to commencement of installation.

3.2 INSTALLATION

- A.** Subfloor
 - 1. Cover concrete with poly, sealing and lapping joints a minimum of 6" (152mm).
 - 2. Subfloor Panels:
 - a. Slotted Surface–

Install RezillBase or approved equal subfloor panels at right angle to finish flooring, starting along an end wall, working left to right. Provide 1-1/2" (38mm) expansion voids at perimeter and at all vertical obstructions. Allow 1/4" (6mm) space between ends of abutted panels. Stagger subfloor panels when beginning each row to create a brick pattern throughout the subfloor. Apply and slightly angle subfloor staples 12" (305mm) on center to secure adjacent panels on all ends and sides while maintaining 2-3/8" (60mm) spacing between sides of upper subfloor panels. Install solid blocking at doorways, under bleachers in the stacked position, and below portable goals.

3. Concrete Anchorage:
 - a. Collared Steel Drive Pins–
Insert washers and bushings onto drive pins and soundly secure to concrete without overtightening.
- B. Maple Flooring
 1. Install maple flooring by power nailing or stapling approximately 12" (305mm) on center (through double layer when installing slotted subfloor) with end joints properly driven together.
 2. If required, size joints between flooring strips to allow for intermediate expansion in accordance with local humidity conditions.
 3. Provide 1-1/2" (38mm) expansion voids at perimeter and at all vertical obstructions.

3.3 FINISHING

A. Maple Flooring

1. Machine sand with coarse, medium, and fine paper to a smooth, even and uniform surface.
2. Remove sanding dust from entire surface by tack or vacuum.
3. Inspect entire area of floor to ensure that surface is acceptable for finishing, clean and completely free from sanding dust.
4. Apply two (2) coats of approved seal and two (2) coats of approved finish per manufacturer's instructions.
5. Buff and clean floor between coats.
6. Games Lines: Apply game lines as indicated on drawings, between seal and first coat of finish.

3.4 BASE INSTALLATION

- A. Install vent cove base to walls with base cement or screws. Use per-molded outside corners and mitered inside corners.

3.5 CLEANING

- A. Remove excess and waste materials from the area of work.

END OF SECTION 09642

Construction Schedule:

- CMSD Advertisement and Release 5/16/2019
- Pre-Bid Meeting: 5/22/2019
- Bid Responses Due: 6/6/2019
- Award of Construction Contract 6/2019
- Start Construction (12 week duration) 6/2019
- Construction 100% Complete / Turnover to Owner 9/1/2019
***Complete is defined as approved by entire CMSD Team and City Inspectors
sign off allowing unconditional use
- As-Built / Record Drawings Due 15 days post completion

Bid Responses

All bid responses must be delivered in a sealed envelope with one (1) original, and two (2) duplicate copies, along with a copy of the response on a USB flashdrive. All late submissions will be rejected.

Bid shall be valid for a period of ninety days. All pricing is firm without future escalation. This will also apply to any subcontractors and/or material suppliers and extends to any unit prices, all for the duration of the project.

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.

Bids are due at the Cashier's Office of the Board of Education, Cleveland Metropolitan School District, Administration Building, 1111 Superior Avenue E, Suite 1800, Cleveland Ohio, 44114, on or before **1:00 p.m.** current local time on **June 6, 2019**. Bid will be opened publicly.

Insurance

Proposal shall include the required insurances for a LUMP SUM Contract. The Owner- Cleveland Metropolitan School District (CMSD) must be named as "Additional Insured's". No work will start without proof of insurance.

Bonds

Bid Bond and Performance Bond is required on this project.

Taxes

This project is tax exempt.

All questions and correspondence related to this ITB must be submitted in writing ONLY by **12:00 pm on May 24, 2019** at the email address given above. All answers to corresponding questions and concerns will be sent directly to those submitting the question. A comprehensive question and answer list will also be posted at clevelandmetroschools.org/purchasing. Any errors and/or omissions reported will be addressed via Addenda. Addenda will be issued no later than May 30, 2019.

CMSD reserves the right to reject any or all proposals.

BID FORM

John Hay High School Gymnasium Floor Replacement

BID SUBMITTED BY:

(Company Name) _____

(Name) _____

(Address) _____

(City, State, Zip) _____

(Telephone) _____

RE: CMSD John Hay High School
Gymnasium Floor Replacement
Lump Sum General Contract

Having examined and read the site and construction documents for the project entitled:

John Hay high School Gymnasium Forring Replacement

and having also received, read and taken into account the following Addenda:

Addendum No. _____, dated _____;

Addendum No. _____, dated _____;

Addendum No. _____, dated _____;

Addendum No. _____, dated _____;

Addendum No. _____, dated _____;

Failing to acknowledge a published Addendum may cause your response to be rejected

we hereby propose to furnish all material, all services, all labor and all equipment to complete all work as described in said specifications and as shown on said drawings for the following sum:

A. Base Proposal – each proposer is to itemize the costs of the following: Contract will be awarded for inclusion of all items as shown.

	Labor	Material
1. General Contract (All Trades)	\$ _____	\$ _____
2. Temporary Protection	\$ _____	\$ _____
3. Demolition/Bleacher Removal	\$ _____	\$ _____
4. Sub-Floor Preparation	\$ _____	\$ _____
5. Volleyball Infrastructure	\$ _____	\$ _____
6. New Rezill Base Flooring	\$ _____	\$ _____
7. Vented Rubber Base	\$ _____	\$ _____
8. Remainder of Work	\$ _____	\$ _____
Subtotal	\$ _____	\$ _____

GENERAL CONTRACTING TOTAL

\$ _____

B. Alternate Proposals

A-1. Add to provide Payment and Performance Bond \$ _____

Name of Bonding Company _____

Acknowledge if bonding company is listed on Federal Register ___Yes ___No

B. Attach Cost Savings Suggestions

C. Attach list of systems and products to be used.

D. Attach resume of the Project Manager and full time Superintendent who will be used on the project.

E. INVITED GENERAL CONTRACTORS

TBD

Submitted by: _____

By (Sign): _____

Title: _____

Date: _____

Bleacher Replacement Specifications

General Conditions

1. The proposer for this contract shall include all the work generally defined by the drawings and specifications necessary to result in a complete functioning High School Gymnasium per State of Ohio High School Assoc. guidelines. Proposals for this work shall include and be based upon the work required by the documents issued with this package, as follows:
 - a. Construction Documents
 - b. Notice to Bidders Letter
 - c. Bid Form
 - d. Thorough coordination with New Flooring Contractor and Architect Bleacher Contractor to achieve objectives
2. The project shall be proposed using State of Ohio Prevailing Wage Rates. Those rates may be obtained from the State of Ohio's website: <https://www.actohio.org/issues/prevailing-wage/by-county/cuyahoga-county/>
3. Work is scheduled to begin with the certification and signoff of CMSD; and the General Contractor is to provide a project schedule with the bid submission which details the adherence to the substantial completion date.
4. Operations & Maintenance Manual submittals no later than 15 days after date of substantial completion.
5. As-built drawings no later than 15 days after date of substantial completion.
6. If overtime hours are anticipated to meet the requisite deadline, CMSD custodial staff must be present at the site/building and the cost of those services shall be within the contractor's Base Proposal.
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31. No disruption to vehicular or pedestrian traffic outside of the established project site boundaries is to occur. Any necessary expansion of project activities beyond these boundaries must be approved in advance by CMSD and local regulatory agencies.
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TELESCOPING GYM SEATS SPECIFICATIONS

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes: Telescoping Gym Seating includes, either manually or electrically operated systems of multiple-tiered seating rows comprising of seat, deck components, understructure that permits closing without requiring dismantling, into a nested configuration for storing or for moving purposes.

1. Typical applications include the following:
 - a. Wall Attached Telescoping Bleacher

B. Related Sections:

1. Division 9 finishes sections for adequate floor & wall construction for operation of Telescoping Gym Seats. Flooring shall be level and rear wall plumb within 1/8" in 8'0". Maximum bleacher force on the floor, of a 27'0" section, shall be a static point load of less than 300 psi.
2. Division 16 Electrical sections for electrical wiring and connections for electrically operated Telescoping Gym Seats.

C. Alternates:

This section specifies alternates for Telescoping Gym Seat products. Refer to Part 2 products for alternate products.

D. Bidder Qualifications:

1. Bidders are required to be an authorized dealer or manufacturer for equipment proposed which on a day-to-day basis regularly provide the equipment offered. Bidders are further advised that only standard production models or standard options will be acceptable for award. Equipment offered shall be currently manufactured on an active assembly line. The State is only interested in proven equipment; provided, installed, and serviced by Authorized Dealers capable of providing references.
2. Installer Qualifications:

Bleacher installer shall be Factory Certified by the Manufacturer. Proof of Factory Certified Installation Certificate shall be provided along with the Invitation to Bid. Failure to provide this information shall result in rejection of bid. (No Exceptions Taken)
3. Service Capability:

The Bleacher Contractor must be able to show proof of full time service capability by factory certified technicians directly employed by the Bleacher Contractor. Sub-Contractors of the Bleacher Contractor or Factory Technicians located outside of the State do not qualify under this service response requirement. Adequate and satisfactory availability of repair parts and supplies, and ability to meet warranty and service requirements are a requirement of this Invitation to Bid. The State reserves the right to satisfy itself by inquiry or otherwise as to bidder's capabilities in this regard. A four (4) to eight (8) hour maximum on-site repair response is required during normal working hours, 8 a.m. to 5 p.m. weekdays (excluding holidays) All Full Time Service Personnel shall be Factory Authorized and Trained. Proof of Service Capability along with a listing of service parts regularly maintained in inventory shall be provided along with the Invitation for Bid. Failure to provide this information shall result in rejection of bid.

1.02 REFERENCES

- A. National Fire Protection Association (NFPA)
 - 1. NFPA 102 Standard for Assembly Seating, Tents and Membrane Structures.
- B. American Welding society (AWS):
 - 1. AWS D1.1 Structural Welding Code - Steel.
 - 2. AWS D1.3 Structural Welding Code - Sheet Steel.
- C. American Institute of Steel Construction (AISC):
 - 1. AISC - Design of Hot Rolled Steel Structural Members.
- D. American National Standards Institute (ANSI).
- E. American Iron & Steel Institute (AISI):
 - 1. AISI - Design Cold Formed Steel Structural Members.
- F. Aluminum Association (AA):
 - 1. AA - Aluminum Structures, Construction Manual Series.
- G. American Society for Testing Materials (ASTM):
 - 1. ASTM - Standard Specification for Properties of Materials.
- H. National Forest Products Association (NFoPA):
 - 1. NFoPA - National Design Specification for Wood Construction.
- I. Southern Pine Inspection Bureau (SPIB):
 - 1. SPIB - Standard Grading Rules for Southern Pine.
- J. National Bureau of Standards/Products Standard (NBS/PS):
 - 1. PS1 - Construction and Industrial Plywood.
- K. Americans with Disability Act (ADA)
 - 1. ADA - Standards for Accessible Design.

1.03 MANUFACTURER'S SYSTEM ENGINEERING DESCRIPTION

- A. Structural Performance: Engineer, fabricate and install telescopic gym seating systems to the following structural loads without exceeding allowable design working stresses of materials involved, including anchors and connections. Apply each load to produce maximum stress in each respective component of each gym seat unit.
 - 1. Design Loads: Comply with NFPA 102, 1992 Edition, Chapter 5 for design loads.
- B. Manufacturer's System Design Criteria:
 - 1. Gymnasium seat assembly; Design to support and resist, in addition to its own weight, the following forces:
 - a. Live load of 120 lbs per linear foot on seats and decking
 - b. Uniformly distributed live load of not less than 100 lbs per sq. ft. of gross horizontal projection.
 - c. Parallel sway load of 24 lbs. per linear foot of row combined with (b.) above
 - d. Perpendicular sway load of 10 lbs. per linear foot of row combined with (b.) above
 - 2. Hand Railings, Posts and Supports: Engineered to withstand the following forces applied separately:
 - a. Concentrated load of 200 lbs. applied at any point and in any direction.
 - b. Uniform load of 50 lbs. per foot applied in any direction.
 - 3. Guard Railings, Post and Supports: Engineered to withstand the following forces applied separately:
 - a. Concentrated load of 200 lbs. applied at any point and in any direction along top rail.
 - b. Uniform load of 50 lbs. per foot applied horizontally at top rail and a simultaneous

uniform load of 100 lbs. per foot applied vertically downward.

4. Member Sizes and Connections: Design criteria (current edition) of the following shall be the basis for calculation of member sizes and connections:
 - a. AISC: Manual of Steel Construction
 - b. AISI: Specification for Design of Cold Formed Steel Structural Members
 - c. AA: Specification for Aluminum Structures
 - d. NFOPA: National Design Guide For Wood Construction.

1.04 SUBMITTALS

- A. Section Cross-Reference: Required submittals in accordance with "Conditions of the Contract" and Division 1 General Requirements sections of this "Project Manual."
- B. Project Data: Manufacturer's product data for each system. Include the following:
 1. Project list: Ten (10) seating projects of similar size, complexity and in service for at least five (5) years.
 2. Deviations: List of deviations from these project specifications, if any.
- C. Shop Drawings: Indicate Telescoping Gym Seat assembly layout. Show seat heights, row spacing and rise, aisle widths and locations, assembly dimensions, anchorage to supporting structure, material types and finishes.
 1. Wiring Diagrams: Indicate electrical wiring and connections.
 2. Graphics Layout Drawings: Indicate pattern of contrasting or matching seat colors
- D. Samples: Seat materials and color finish as selected by Architect from manufacturers offered color finishes.
- E. Manufacturer Qualifications: Certification of insurance coverage and manufacturing experience of manufacturer, and copy of a telescopic load test to all loads described in 1.03 above, observed by a qualified independent testing laboratory, and certified by a registered professional structural engineer verifying the integrity of the manufacturer's geometry design and base structural assumptions.
- F. Installer Qualifications: Installer qualifications indicating capability, experience, and official Certification Card issued by manufacturer of telescopic seating.
- G. Engineer Qualifications: Certification by a professional engineer registered in the state of manufacturer that the equipment to be supplied meets or exceeds the design criteria of this specification.
- H. Operating/Maintenance Manuals: Provide to Owner maintenance manuals. Demonstrate operating procedures, recommended maintenance and inspection program.
- I. Warranty: Manufacturers standard warranty documents.

1.05 QUALITY ASSURANCE

- A. Seating Layout: Comply with current NFPA 102 Standard for Assembly seating, Tents, and Membrane Structures, and specifically with Folding and Telescopic Seating, except where additional requirements are indicated or imposed by authorities having jurisdiction.
- B. Welding Standards & Qualification: Comply with AWS D1.1 Structural Welding Code - Steel and AWS D1.3 Structural Welding Code - Sheet Steel.
- C. Insurance Qualifications: Mandatory that each bidder submit with his bid an insurance certificate from the manufacturer evidencing the following insurance coverage:
 - 1. Workers Compensation - including Employers Liability with the following limits:
 - \$500,000.00 (US) Each Accident
 - \$500,000.00 (US) Disease - Policy Limit
 - \$500,000.00 (US) Disease - Each Employee
 - 2. Commercial General Liability - including premises/ operations, independent contractors and products completed operations liability. Limits of liability shall not be less than \$5,000,000.00 (US).
- D. Manufacturer Qualifications: Manufacturer who has a minimum of 40 years of experience manufacturing telescoping gym seats and can demonstrate continual design enhancement and 25-year minimum product life-cycle support of telescopic seating.
- E. Installer Qualifications: Engage experienced Installer who has specialized in installation of telescoping gym seat types similar to types required for this project and who carries an official Certification Card issued by telescoping gym seat manufacturer.
- F. Engineer Qualifications: Engage licensed professional engineer experienced in providing engineering services of the kind indicated that have resulted in the successful installation of telescoping bleachers similar in material, design, fabrication, and extent to those types indicated for this project.

1.06 DELIVERY, STORAGE AND HANDLING

- A. Deliver telescopic gym seats in manufacturers packaging clearly labeled with manufacturer name and content.
- B. Handle seating equipment in a manner to prevent damage.
- C. Deliver the seating at a scheduled time for installation that will not interfere with other trades operating in the building.

1.07 PROJECT CONDITIONS

- A. Field Measurements:
Coordinate actual dimensions of construction affecting telescoping bleachers installation by accurate field measurements before fabrication. Show recorded measurements on final shop drawings. Coordinate field measurements and fabrication schedule with construction progress to avoid delay of Work.

1.08 WARRANTY

A. Manufacturer's Product Warranty:

Submit manufacturer's standard warranty form for telescoping bleachers. This warranty is in addition to, and not a limitation of other rights Owner may have under Contract Documents.

1. Warranty Period: Five years from Date of Acceptance.
2. Beneficiary: Issue warranty in legal name of project Owner.
3. Warranty Acceptance: Owner is sole authority who will determine acceptance of warranty documents.

1.09 MAINTENANCE AND OPERATION

- A. Instructions: Both operation and maintenance shall be transmitted to the Owner by the manufacturer of the seating or his representative.
- B. Service: Maintenance and operation of the seating system shall be the responsibility of the Owner or his duly authorized representative, and shall include the following:
1. Operation of the Seating System shall be supervised by responsible personnel who will assure that the operation is in accordance with the manufacturer's instructions.
 2. Only attachments specifically approved by the manufacturer for the specific installation shall be attached to the seating.
 3. An annual inspection and required maintenance of each seating system shall be performed to assure safe conditions. At least biannually the inspection shall be performed by a professional engineer or factory qualified service personnel.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Manufacturer: Hussey Seating Company, U.S.A. or Approved Equal
1. Address: North Berwick, Maine, 03906
 2. Telephone: (207) 676-2271; Fax: (207) 676-9690
 3. Product: MAXAM Telescopic Gym Seat System by Hussey Seating Company
 - a. Model: MAXAM26 Series Telescopic Gym Seats, adjustable row spacing in two inch increments from 22 inches to 26 inches .
 - b. Row Rise Spacing: 9 5/8"
 - c. Aisle Type: intermediate aisle steps with center hand rails
 - d. Seat Type: 10" Courtside Collection
 - 1) Seat color finish: manufacturers 15 standard for Courtside Collection
 - e. Rail Type: Self-storing end rails and Auto Rotating Aisle Rail
 - 1.) Rail color finish: Black
 - f. Operation: Electric
 - 1) Electrical Power System: Integral power with pendant control operation, limit switches

4. Product Description/Criteria:	Bank A	Bank B
a. Bank Length:	83'0"	100' 1-1/2"
b. Aisle Widths:	(3)@4'6"	(2)@4'10-1/2" and (2)@4'8-1/4"
c. Number of Tiers:	8	10
d. Row Spacing(s):	24"	24"
e. Row Rise:	9-5/8"	9-5/8"
f. Open Dimension:	16' 2-13/16"	20'2-13/16"

g. Closed Dimension:	3'7"	3' 8"
h. Overall Unit Height:	7'0-7/16"h	8'7-11/6"h
i. Net Capacity:	369	552

5. Miscellaneous Product Accessories: 8' I Scorer's Table, Safety End Curtain (Bank A Only)

6. Handicap Seating Provisions: Provide first tier modular recoverable Flex-rows only as indicated on drawing

B. Other Acceptable Manufacturers: Will be considered if in compliance with these specifications. Deviations must be submitted with bid in order that a fair and proper evaluation be made. Those bidders not submitting a list of deviations will be presumed to have bid as specified.

2.02 ALTERNATES

A. Base Bid:

1. Base Bid Product: Hussey Seating
2. Base Bid Product Accessories: as specified below

B. Alternate No. #1: In lieu of providing base bid product, provide the following:

1. Alternate Product: Interkal
2. Alternate Product Accessories: as specified below

C. Alternate No. #2: In lieu of providing base bid product, provide the following:

1. Alternate Product: Irwin Seating
2. Alternate Product Accessories: as specified below

2.03 MATERIALS

A. Lumber: ANSI/Voluntary Product 20, B & B Southern Pine

B. Plywood: ANSI/Voluntary Product PS1, APA A-C Exterior Grade.

C. Structural Steel Shapes, Plates and Bars: ASTM A 36.

D. Uncoated Steel Strip (Non-Structural Components): ASTM A569, Commercial Quality, Hot-Rolled Strip.

E. Uncoated Steel Strip (Structural Components): ASTM A570 Grade 33, 40, 45, or 50, Structural Quality, Hot-Rolled Strip.

F. Uncoated Steel Strip (Structural Components): ASTM A607 Grade 45 or 50, High-Strength, Low Alloy, Hot-Rolled Strip.

G. Galvanized Steel Strip: ASTM A653 Grade 40, zinc coated by the hot-dip process, structural quality.

H. Structural Tubing: ASTM A500 Grade B, cold-formed.

I. Polyethylene Plastic: ASTM D 1248, Type III, Class B; molded, color-pigmented, textured, impact-resistant, structural formulation; in color indicated or, if not otherwise indicated, as selected by Architect from manufacturer's standard colors.

- J. Fasteners: Vibration-proof, of size and material standard with manufacturer.

2.04 UNDERSTRUCTURE FABRICATION

A. Frame System:

1. Wheels: Not less than 5" diameter by 1 1/4" with non-marring soft rubber face to protect wood and synthetic floor surfaces, with molded-in sintered iron oil-impregnated bushings to fit 3/8" [10] diameter axles secured with E-type snap rings.
2. Lower Track: Continuous Positive Interglide System interlocks each adjacent CPI unit using an integral, continuous, anti-drift feature and through-bolted guide at front to prevent separation and misalignment. CPI units at end sections of powered banks and manual sections shall contain a Low Profile Posi-Lock LX to lock each row in open position and allow unlocking automatically. Provide adjustable stops to allow field adjustment of row spacings.
3. Slant Columns: High tensile steel, tubular shape.
4. Sway Bracing: High tensile steel members through bolted to columns.
5. Deck Stabilizer: High tensile steel member through-bolted to nose and riser at three locations per section. Interlocks with adjacent stabilizer on upper tier using low-friction nylon roller to prevent separation and misalignment. Incorporates multiple stops to allow field adjustment of row spacings.
6. Deck Support: Securely captures front and rear edge of decking at rear edge of nose beam and lower edge of riser beam for entire length of section.

B. Deck System:

1. Section Lengths: Each bank shall contain sections not to exceed 27'-0" in length with a minimum of two supporting frames per row, each section.
2. Nose beam and Rear Riser beam: Nose beam shall be continuously roll-formed closed tubular shape of ASTM A653 grade 40, Riser beam shall be continuously roll-formed of ASTM A653 grade 40. Nose and Riser beam shall be designed with no steel edges exposed to spectator after product assembly.
3. Attachment: Through-Bolted fore/aft to deck stabilizers, and frame cantilevers.
4. Decking: 5/8", AC grade clear-top-coated tongue and groove Southern Yellow Pine; or BC grade polyethylene-top-coated tongue and groove Douglas Fir plywood; both of interior type with exterior glue, 5-ply, all plies with plugged crossbands, produced in accordance with National Bureau of Standards PS-1-97. **PanelLam or Poly Deck (high density overlay) is Unacceptable.** Plywood shall be cut and installed with top, center and bottom ply grain-oriented from front of deck to rear of deck (nose beam to riser beam). Adjacent pieces shall be locked together with tongue and groove joint from front to rear of deck. Longest unsupported span: MAXAM 26, 21 1/2"
5. Deck End Overhang: Not to exceed frame support by more than 5'-7".

2.05 SEATING FABRICATION - COORDINATE BELOW PARAGRAPHS WITH SEAT SELECTION

A. Plastic Seat System – Courtside Collection XC10 (10")

Hussey Courtside Collection Series embodies the latest leading edge innovations in linear telescopic seating modules. Courtside seats utilize a harmonious blend of advanced ergonomic principals, architecturally appealing design, safety, value and performance.

1. Seat Modules: 18" long assembled, gas assisted injection-molded, high density, 100% recyclable HDPE (high density polyethylene) modules in monochromatic colors providing, dual textured scuff resistant 10" wide seat surface with 1/2" minimum interlock on seat and face. Unit structural tested to 600 lbs occupant load.
Courtside XC10 Seat Module

2. XC10 – 10” Comfort Profile
 - ✓ 10” wide continuous comfort curve style bench seat
 - ✓ Ergonomically contoured forward “waterfall” edge for enhanced spectator comfort and minimization of sensitive pressure point area, regardless of leg positioning.
 - ✓ Fore & Aft contoured seat surface for uniform support and minimize high pressure points under the buttocks.
 - ✓ Seat height ranges from deck to t/o seat range from 16-1/8” to 18-1/8”
 - ✓ 21-1/2” clear foot space area, regardless of leg positioning.
3. Integrally molded end caps at aisle end locations for clean finished appearance.
4. Integrally molded recess pockets to accept seat number and row letters.
5. Integrally molded rear closure panel at back of seat to allow for “continuous clean sweep” of debris at deck level and minimized visibility of structural ribbing.
6. Seat Attachment: Each plastic seat module shall be securely anchored by a 12 ga steel clamp bracket that provides a steel-to-steel, through bolted attachment to the front nose beam of the bleacher. Attachment eliminates fore / aft movement of the seat module on the nose beam.

2.06 SHOP FINISHES

- A. Understructure:
For rust resistance, steel understructure shall be finished on all surfaces with black "Dura-Coat" enamel. Understructure finish shall contain a silicone additive to improve scratch resistance of finish.
- B. Wear Surfaces:
Surface subject to normal wear by spectators shall have a finish that does not wear to show different color underneath:
 1. Steel nosing and rear risers shall be pre-galvanized with a minimum spangle of G-60 zinc plating.
 2. Decking shall have use-surfaces to receive both a sealer coat and wear-resistant high gloss clear urethane finish. Optional decking to have 0.030” laminated polyethylene wear surface.
 3. Injection Molded Courtside seats shall be per manufacturer standard 15 colors.
- C. Railings:
Steel railings shall be finished with powder-coated semi - gloss black or optional 15 standard colors to match plastic seat color.

2.07 FASTENINGS:

- A. Welds: Performed by welders certified by AWS standards for the process employed.
 - B. Structural Connections: Secured by structural bolts with prevailing torque lock nuts, free-spinning nuts in combination with lock washers, or Riv-nuts in combination with lock washers.
-

2.08 ELECTRICAL OPERATION

A. Integral Power

1. Default operation shall be with a removable pendant control unit which plugs into seating bank for tethered operator management of stop, start, forward, and reverse control of the power operation. Other modes of operation are optional.
2. Furnish and install Hussey PF(1/2/3/4), an integral automatic electro mechanical powered frame propulsion system, to open and close telescopic seating.
 - a. Each unit for PF(1/2/3/4) is driven by a 1/2 horsepower, 1725 RPM motor.
 - (1) 208V 3 Phase:
 - (a) This 1.25 Service Factor motor runs on 208V at 60 Hz and draws a full load current of 2.2 amperes. The required power supply shall be 3 asynchronous phases of 120 Volts each, plus neutral plus ground, each with 20 Amp capacity.
 - (b) This system shall be UL Listed in its entirety (motors, circuit protection, motor controls, user interface, enclosures, conductors and connectors all evaluated and approved for correct sizing and compatibility under maximum rated load on the motors) under UL Product Category FHJU, titled Electrical Drive and Controls for Folding and Telescopic Seating.
3. Limit Switches: Furnish and install both open and closed limit switches for the integral power system. The limit switches will automatically stop integral power operation when seating has reached the fully extended or closed position.
 - A. Power operation shall utilize a combination of contactors and limit switches to insure the wiring is not energized except during operation. Straight wired electric system is not allowed.
4. Electrical: Seating Manufacturer shall provide all wiring within seating bank including pendant control.
 - a. Each unit for PF(1/2/3/4) is power operated by a 1/2 horsepower, 1725 R.P.M., 208 Volts, 50/60 Hz., three phase 1.25 service factor motor. This motor draws a full load current of 2.2 amperes. Power supply required shall be 120/208 volts three phase 5 wire plus ground service with 20 amps. Motors, housing, and wiring shall be installed and grounded in complete accord with the National Electrical Code.
 - b. The electrical contractor shall provide required power source with no greater than 4% voltage drop at the seatings' junction box. The electrical contractor shall perform all wiring connections in junction box that are attached to or a part of the building.

2.10 ACCESSORIES

Standard Telescopic Seating Accessories

- A. Flex-Row: Provide first row modular recoverable seating units to be utilized by persons in wheelchairs and able-bodied persons. Each Flex-Row unit shall have an unlock handle for easy deployment if wheelchair or team seating access is needed. Unlock handle shall lock the bleacher seats into position when fully opened.
 - 1. Provide a black full-surround steel skirting with no more than $\frac{3}{4}$ " floor clearance for safety and improved aesthetics.
 - 2. Provide a black injection molded end cap for the nose beam for safety and improved aesthetics.
 - 3. Provide a mechanical positive lock when the Flex-Row system is in the open and used position.
 - 4. Flex-Row modular units are designed to achieve multi-use front row seating to accommodate team seating, ADA requirements and facility specific requirements. Flex-Row units are available in modular units from 2 to 7 seats wide as well as full section widths.
- B. Permanent Handicap Cut-Outs: **ARE NOT ACCEPTABLE**
- C. Front Aisle Steps: Provide at each vertical aisle location front aisle step. Front steps shall engage with front row to prevent accidental separation or movement. Steps shall be fitted with four non-skid rubber feet each $\frac{1}{2}$ " in diameter. Blow molded end caps shall have full radius on all four edges. Quantity and location as indicated.
- D. Non-Slip Tread: Provide at front edge of each aisle location an adhesive-backed abrasive non-slip tread surface.
- E. Foot Level Aisles: Provide deck level full width vertical aisles located as indicated.
- F. Intermediate Aisle Steps: Intermediate aisle steps shall be of boxed fully enclosed type construction. Blow molded end caps shall have full radius on all four edges. Step shall have adhesive-backed abrasive non-slip tread surface. Quantity and location as indicated.
- G. Intermediate Automatic Rotating Aisle Handrails: Provide single pedestal mount handrails 34" high with terminating mid rail. Permanently attached handrail shall rotate in a permanently mounted socket for rail storage. Rail shall automatically rotate, lock in the use position, unlock and rotate back to the stowed position as the gym seats open and close. Ends of the handrail shall return to the post, and not extend away from it. Rails having openings to avoid interference with closed decks are not acceptable.
- H. Provide Safety End Curtains fabricated of vinyl-coated 14oz Polyester fabric on open ends of telescopic seating to prevent unauthorized access to the understructure of the bleachers. Curtains to be permanently attached to wall or rear closure panel and secured to individual rows of seating. Curtain to open with seating unit into taught secure configuration and fold automatically as seating unit closes.
- I. Scorer's Table: one 8' x 18" x 30" scorer's table. Table top shall be Gray textured blow molded polymer 2" in thickness with eased edges for reduced pressure points and improved ergonomics. The Integral 16 Ga. cantilevered comfort C-style leg design provides ample clear space and stability during use and

folds for ease of storage on the seating deck. The structure is finished in a speckled gray. The table is portable and may be used on any seating row or flat floor surface

- J. Self Storing End Rails: Provide steel self-storing 42" high above seat, end rail with tubular supports and intermediate members designed with 4" sphere passage requirements

Safety Accessories: Provide the following safety features:

1. Coin Round or Roll all edges of exposed metal on top and underneath Bleacher to eliminate sharp edges. Provide safety ease edges, coined edges, or rounded edges for the bleacher understructure components as follows. Diagonal or X braces and deck support or deck stabilizers. Systems provided with sharp edges or corners, to be rounded off in the field and field painted.
2. Provide plastic end cap on nose metal at Bank ends to close off edges to prevent spectator injury.
3. Provide plastic end cap on back of deck supports on 1st 7 Rows to prevent spectator injury.
4. On 1st Row, provide front and side skirt boards anywhere there is an exposed end to prevent players/balls from sliding underneath the 1st Row.
5. Provide metal cover over motor chains and wheels to protect chains from debris and provide a safety switch that if cover is taken off the power system will not work.
6. Provide metal end deck cover on each row to cover exposed edge of plywood at the ends of the bleachers.
7. Powered frames systems without a metal protective housing, covering drive chain and drive wheels are not permitted under this specification

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verification of Conditions: Verify area to receive telescoping gym seats are free of impediments interfering with installation and condition of installation substrates are acceptable to receive telescoping gym seats in accordance with telescoping gym seats manufacturer's recommendations. Do not commence installation until conditions are satisfactory.

3.02 INSTALLATION

- A. Manufacturer's Recommendations: Comply with telescoping gym seats manufacturer's recommendations for product installation requirements.
- B. General: Manufacturer's Certified Installers to install telescoping gym seats in accordance with manufacturer's installation instructions and final shop drawings. Provide accessories, anchors, fasteners, inserts and other items for installation of telescoping gym seats and for permanent attachment to adjoining construction.

3.03 ADJUSTMENT AND CLEANING

- A. Adjustment: After installation completion, test and adjust each telescoping gym seats assembly to operate in compliance with manufacturer's operations manual.
- B. Cleaning: Clean installed telescoping gym seats on both exposed and semi-exposed surfaces. Touch-up finishes to restore damage or soiled surfaces.

3.04 PROTECTION

- A. General: Provide final protection and maintain conditions, in a manner acceptable to manufacturer and installer to ensure telescoping gym seats are without damage or deterioration at time of substantial completion.

END OF SECTION

Fabrication/Installation Schedule:

- CMSD Advertisement and Release 5/16/2019
 - Pre-Bid Meeting: 5/22/2019
 - Bid Responses Due: 6/6/2019
 - Award of Construction Contract 6/2019
 - Start Construction (12 week duration) 6/2019
 - Construction 100% Complete / Turnover to Owner 9/1/2019
- ***Complete is defined as approved by entire CMSD Team and City Inspectors sign off allowing unconditional use
- As-Built / Record Drawings Due 15 days post completion

Bid Responses

All bid responses must be delivered in a sealed envelope with one (1) original, and two (2) duplicate copies, along with a copy of the response on a USB flashdrive. All late submissions will be rejected.

Bid shall be valid for a period of ninety days. All pricing is firm without future escalation. This will also apply to any subcontractors and/or material suppliers and extends to any unit prices, all for the duration of the project.

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.

Bids are due at the Cashier's Office of the Board of Education, Cleveland Metropolitan School District, Administration Building, 1111 Superior Avenue E, Suite 1800, Cleveland Ohio, 44114, on or before **1:00 p.m.** current local time on **June 6, 2019**. Bid will be opened publicly.

Insurance

Responses shall include the required insurances for a LUMP SUM Contract. The Owner- Cleveland Metropolitan School District (CMSD) must be named as "Additional Insured's". No work will start without proof of insurance.

Bonds

Bid Bond and Performance Bond are required on the project.

Taxes

This project is tax exempt.

All questions and correspondence related to this ITB must be submitted in writing **ONLY** by **12:00 pm on May 22, 2019** at the email address given above. All answers to corresponding questions and concerns will be sent directly to those submitting the question. A comprehensive question and answer list will also be posted at clevelandmetroschools.org/purchasing. Any errors and/or omissions reported will be addressed via Addenda. Addenda will be issued no later than May 29, 2019.

CMSD reserves the right to reject any or all responses.

BID FORM

John Hay High School Gymnasium Bleacher Replacement

BID SUBMITTED BY:

(Company Name) _____

(Name) _____

(Address) _____

(City, State, Zip) _____

(Telephone) _____

RE: CMSD John Hay High School
Gymnasium Bleacher Replacement
Lump Sum General Contract

Having examined and read the site and construction documents for the project entitled:

John Hay High School Bleacher Replacement

and having also received, read and taken into account the following Addenda:

Addendum No. _____, dated _____;

Addendum No. _____, dated _____;

Addendum No. _____, dated _____;

Addendum No. _____, dated _____;

Addendum No. _____, dated _____;

Failing to acknowledge a published Addendum may cause your response to be rejected

we hereby propose to furnish all material, all services, all labor and all equipment to complete all work as described in said specifications and as shown on said drawings for the following sum:

A. Base Proposal – each proposer is to itemize the costs of the following: Contract will be awarded for inclusion of all items as shown:

	Labor	Material
1. General Contract (All Trades)	\$ _____	\$ _____
2. Temporary Protection	\$ _____	\$ _____
3. Bleacher Removal	\$ _____	\$ _____
4. Electrical Power Installation	\$ _____	\$ _____
5. New Bleachers West 'A'	\$ _____	\$ _____
6. New Bleachers East 'B'	\$ _____	\$ _____
7. New Bleachers West 'A'	\$ _____	\$ _____
8. New Bleachers East 'B'	\$ _____	\$ _____
9. New Bleachers West 'A'		
10. New Bleachers East 'B'		
11. Remainder of Work		
Subtotal	\$ _____	\$ _____

GENERAL CONTRACTING TOTAL

\$ _____

Alternate Proposals

A-1. Add to provide Payment and Performance Bond \$ _____

Name of Bonding Company _____

Acknowledge if bonding company is listed on Federal Register ___Yes ___No

B. Attach Cost Savings Suggestions

C. Attach list of systems and products to be used.

D. Attach resume of the Project Manager and full time Superintendent who will be used on the project.

E. INVITED GENERAL CONTRACTORS

TBD

Submitted by: _____

By (Sign): _____

Title: _____

Date: _____