

### REQUEST FOR PROPOSALS #21285

**FOR** 

## 2019-2020 THIRTY SEVEN (37) SITE PREVENTATIVE MAINTENANCE & AIR CONDITIONING START-UP PROGRAM

John Adams High School and Designated Group - PM
John Hay High School and Designated Group - PM
James Rhodes High School and Designated Group - PM
Thomas Jefferson and Designated Group - PM
Air Conditioning Start-up Designated Group

# FOR THE CLEVELAND MUNICIPAL SCHOOL DISTRICT

DBA: CLEVELAND MÉTROPOLITAN SCHOOL DISTRICT
BOARD OF EDUCATION, 1111 SUPERIOR AVENUE E, SUITE 1800
CLEVELAND, OHIO 44114

UNDER THE DIRECTION OF THE TRADES DIVISION FOR THE BOARD OF EDUCATION OF THE CLEVELAND METROPOLITAN SCHOOL DISTRICT CUYAHOGA COUNTY, OHIO

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### Part I: NOTICE OF REQUEST FOR PROPOSAL #21285

Separate Sealed Proposals for the requirement set forth below will be received in the Cashier's Office of the Cleveland Metropolitan School District located at 1111 Superior Avenue E, Cleveland, Ohio 44114, until 1:00 pm current local time on November 1, 2019. This RFP will not be publicly opened.

#### 2019-2020 THIRTY SEVEN (37) SITE PREVENTATIVE MAINTENANCE PROGRAM

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

There will be a Pre-Proposal Conference on October 14, 2019 at 2:00 PM. The Pre-Proposal Conference will be at the Cleveland Metropolitan School District Trades Office, located at 3840 Ridge Road, Cleveland, Ohio 44144. Attendance at the Pre-Proposal Conference is encouraged but not mandatory.

All questions and correspondence related to this RFP must be submitted in writing ONLY by **12:00 pm on October 16, 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 **October 24, 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 proposal 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) went 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 has implemented the new federal guidelines regarding procurement utilized with federal grants.

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

M. Angela Foraker
Executive Director, Procure to Pay
October 3, 2019

#### Section I: Instructions to Proposers

### 2019-2020 THIRTY SEVEN (37) SITE PREVENTATIVE MAINTENANCE & AC START-UP PROGRAM

- 1. All proposals shall be made upon the Proposal Form(s) furnished. All information requested in the RFP must be filled in legibly and complete with blue ink signatures, or the Proposal may be considered non-responsive. No oral, telephonic, or telegraphic proposals or modifications will be considered. Proposals shall be submitted in an opaque envelope, and the RFP name and number must be on the outside envelope of submittals including shipping labels
- 2. Proposals are due at the Cashier's Office of the Board of Education, Cleveland Metropolitan School District, Administration Building, 1111 Superior Avenue E, Suite 1800, Cleveland Ohio, 44114, on or before 1:00 p.m. current local time on November 1, 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 Response may be withdrawn for at least ninety (90) days after receipt of response at 1:00 p.m. current local time, on November 1, 2019.
- 5. Written questions may be directed to the Purchasing Division via email to: seletha.thompson@clevelandmetroschools.org no later than 12:00 pm October 16, 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 form, 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 proposals, to waive any and all informalities or irregularities, and to disregard all non-conforming responsive conditional proposals.
- 7. Proposer understands and agrees that subsequent to submission of the proposal, any District resolution authorizing the award of a contract or agreement does not vest any contractual rights in the proposer.
- **8.** Proposer understands and agrees that any such District resolution operates only to encumber funds necessary for the projects and does not create a binding contract.
- 9. Proposer further acknowledges and agrees that any such District resolution may be revoked, at any time prior to execution of a formal, written contract.
- **10.** Proposer acknowledges and agrees that it has no vested contractual right until such time as a purchase order and contract have been issued.

- 11. Proposer 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 RFP.
- 12. Proposer 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. 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 RFP response should be submitted before 1:00 p.m. current local time, November 1, 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. Proposer 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 this project on behalf of the Cleveland Metropolitan School District, including organizations having personnel, equipment, and vehicles on District property, shall provide evidence of insurance as follows:

a. Commercial General Liability: Including limited contractual liability

\$1,000,000.00 Limit of Liability

(Per occurrence)

1) Umbrella/Excess Liability: \$1,000,000.00/\$2,000,000.00

(Per occurrence/in the aggregate)

2) Automobile Liability: Including non-owned and hired

\$1,000,000.00 Limit of Liability

(per occurrence)

3) Workers Compensation: Workers compensation and

employer's insurance to the full extent as required

by applicable Law

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 RFP is: 30% Maintenance/Construction Repair

#### 22. ADVERTISING

In submitting a response, 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 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.

Responses 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 RFP. 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 #21285

-	st for Proposal Documents, including the specifications, prepared by rict for the above-referenced Project, and the following Addenda:
Addendum Number	Date of Receipt
-	
Proposer:	
The undersigned Vendor proposes to contract document for the proposed su	perform all work for the applicable contract, in accordance with the ms.
Failing to acknowledge a publ	ished 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 forma
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)
Data

## Section III: Vendor Request Form

### **VENDOR INFORMATION**

VENDOR NUMBER			
(IF APPLICABLE) VENDOR NAME			
ADDRESS LINE 1			
ADDRESS LINE 2	1		· · · · · · · · · · · · · · · · · · ·
CITY	STAT	E	ZIP
TELEPHONE			
NO.	FAX N	40	
Area Code	Number	Area Code	Number
E-MAIL ADDRESS			
PRIMARY CONTACT			
PERSON			
RE	MIT TO (IF DIFFERENT	FROM ABOV	VE)
TITALD OD BLANE			
· · · · · · · · · · · · · · · · · · ·			3
ADDRESS LINE 1 ADDRESS LINE 2			
CITY	STAT	TIE.	ZIP
TELEPHONE	SIAI	12	
NO.	FAX I	OV	
	e) Number	(Area Code)	Number
,	,	,	
PRIMARY SERVICE, PRO	DUCT, OR SPECIALTY	•	
-			
NOTE: VENDOR NAME AN	ND TAX ID NUMBER MU	ST BE AS FIL	ED WITH THE INTERNA
REVENUE SERVIC			
PLEASE INDICATE WHE	RE APPLICABLE		
DIVERSITY BUSINESS	YES	NO	
ENTERPRISE:			
MINORITY BUSINESS			
ENTERPRISE:	YES	NO	
-			
FEMALE BUSINESS ENTI	ERPRISE: YES	NO	

### Section IV: Taxpayer ID Form

(Rev. October 2018) Department of the Tree

### Request for Taxpayer **Identification Number and Certification**

Give Form to the requester. Do not send to the IRS.

Internal	Revenue Service Go to www.irs.gov/Formw9 for inst	ructions and the latest	information.		
	1 Name (as shown on your income tax return). Name is required on this line; do	not leave this line blank.		8	
	2 Business name/disregarded entity name, if different from above		*		
Print or type. Specific Instructions on page 3.	3 Check appropriate box for federal tax classification of the person whose name tollowing seven boxes.  ☐ Individual/sole proprietor or ☐ C Corporation ☐ S Corporation single-member LLC  ☐ Limited liability company. Enter the tax classification (C=C corporation, S Note: Check the appropriate box in the line above for the tax classification LLC if the LLC is classified as a single-member LLC that is disregarded from the owner for LLS. Federal tax p is disregarded from the owner for LLS. Federal tax p	Partnership  -S corporation, P-Partnersh n of the single-member own om the owner unless the ow urposes. Otherwise, a single	Trust/astate	4 Examptions (codes apply only to cortain antities, not individuals; see instructions on page 3):  Exampt payee code (if any)  Examption from FATCA reporting code (if any)  Applies is account maintained sociate the (III)	
	5 Address (number, street, and apt. or suite no.) See instructions.		Raquestar's name a	and address (optional)	
988	6 City, state, and ZIP code				
	7 List account number(s) here (optional)				
Par	Taxpayer Identification Number (TIN)				
backu reside entitie 77W, la Note:	your TIN in the appropriate box. The TIN provided must match the har ip withholding. For individuals, this is generally your social security nur int alien, sole proprietor, or disregarded entity, see the instructions for is, it is your employer identification number (EIN). If you do not have a ster. If the account is in more than one name, see the instructions for line 1 her To Give the Requester for guidelines on whose number to enter.	mber (SSN). However, for Part I, later. For other number, see How to get	a or	eldentification number	
Par	t II Certification				
1. The 2. I an Ser	r penalties of perjury, I certify that: e number shown on this form is my correct taxpayer identification num in not subject to backup withholding because: (a) I am exempt from ba vice (IRS) that I am subject to backup withholding as a result of a fallu longer subject to backup withholding; and	ckup withholding, or (b)	I have not been n	notified by the Internal Revenue	
	m a U.S. citizen or other U.S. person (defined below); and				
Certifi you is acqui	e FATCA code(s) entered on this form (if any) indicating that I am exem fication instructions. You must cross out them 2 above if you have been n ave failed to report all interest and dividends on your tax return. For real ea sition or abandonment of secured property, cancellation of debt, contribut than interest and dividends, you are not required to sign the certification, i	otified by the IRS that you state transactions, item 2 lons to an individual retire	u are currently sub does not apply. Fo ement arrangemen	or mortgage interest paid, it (IRA), and generally, payments	
Sign			Date -		
Ge	neral Instructions	Form 1099-DIV (div funds)	idends, including	g those from stocks or mutual	
Section	on references are to the Internal Revenue Code unless otherwise f.		various types of Ir	ncome, prizes, awards, or gross	
relate	re developments. For the latest information about developments id to Form W-9 and its instructions, such as legislation enacted they were published, go to www.irs.gow/FormW9.	•		sales and certain other	
	pose of Form	<ul> <li>Form 1099-S (proc</li> <li>Form 1099-K (men</li> </ul>		state transactions) (ird party network transactions)	
An in Inform	dividual or entity (Form W-9 requester) who is required to file an nation return with the IRS must obtain your correct taxpayer			t), 1098-E (student loan Interest).	
Identification number (TIN) which may be your social security number (SSN), includual 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		<ul> <li>Form 1099-C (cand</li> </ul>			
			y if you are a U.S	nment of secured property) 5. person (including a resident	
return	int reportable on an information return. Examples of information as include, but are not limited to, the following.	if you do not return	n Form W-9 to the	e requester with a TNN, you migh e What is backup withholding.	
- I'Ul	m 1099-INT (Interest earned or paid)	be subject to backup withholding. See What is backup withholding, later.			

Form W-9 (Rev. 10-2018)

### Section V: No Bid/Proposal Form

#### RFP #21285

### 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 active proposer list.	bid/proposal this cycle, disregard the remainded	er of this letter. Your n	ame will remain on the
4	(1) If you are not making a bid/proposal the proposer's list for the future RFPs, place a change and address section below and return the	neck mark in the box to	the left. Complete the
	(2) If you do not wish to remain on the active Complete the name and address section bell address below.	5 5	
Name of Company:			
Company Represen	ntative:		
Address:		- y	
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	Зу
	Name and Title of Authorized Representative
* *	Signature of Authorized Representative
	ogiatale of hattorized representative

SBA Form 1623 (10-88)



This form was electronically produced by Elite Federal Forms, Inc.

### Section VI: Certificate of Debarment Pg. 2

-2-

#### INSTRUCTIONS FOR CERTIFICATION

- 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 is 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:
Ohio Ethics Commission. As such, each vendor conflicts of interest in doing business with the Di requested information.	theres to Ohio Ethics Law and strictly follows the opinion of the is requested to submit this statement declaring any potential strict. Please answer the following two questions providing all
	pool District (CMSD) employees, Cleveland Board of Education embers, also members of the vendor's board of directors, hold by shares of any stock issued by the vendor?
Yes	No
	d member, or immediately family member is a member of the name that the vendor, please state the person's name and position with
Name:	
Position:	
	member, or immediate family member owns share of any stocke percentage of all outstanding company shares owned by the
	%
employees of the vendor?	D board members, or any immediate family members also
Yes	s No
If Yes, please state the person's name and provide	de a description of their job duties for the provider:
Name:	
Job Duties:	
If <b>Yes</b> , please describe the contact that the vendo in the course of providing services to the District:	or will have with the CMSD employee or CMSD board member

#### **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.

		NO I ARIZED 3	IAICIVICIVI	
		be	ing duly sworn and depose	es says
That he/she is the _				of
		(title)		
		- 254	, and answers to all the	€
	(organization			
oregoing guestions	and all statements	therein contained a	are true and correct.	
	(signature)		-	
	Subscribed and s	sworn before me this	sday of	, 20
Notary Public:				
My commission evr	niroe:			
viy commission exp	JII 00			

### 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

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	6.	If you are currently in a partnership, list the following:  a. Name and address of all general and limited partners.
<ol> <li>Are you legally qualified to do business in the State of Ohio?</li> <li>Are you legally qualified to do business in Cuyahoga County and licensed by the City of Cleveland?</li> <li>Has your organization ever been (i) declared by a customer to be in default under a contractor and/or (ii sued by a customer for failure to completely a contract or properly perform services in a timely manner? If yes, please state where, when, and why.</li> <li>Has your organization ever been cited by a local, county, state, or federal authority for violation of regulation or statute or failing to timely complete a contract in accordance with specifications? I yes, please state date, agency, and final disposition.</li> <li>Has your organization ever filed for bankruptcy? If yes, please state where, when and why?</li> <li>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.</li> <li>Has your organization ever been sued by a supplier for failure to timely pay for materials or equipment provided? If yes, please provide details.</li> <li>What is the dollar limit of your firm's General (CLS) Liability Insurance?         Name of insuring company:     </li> </ol>		b. Original name and date of organization's inception
<ol> <li>Are you legally qualified to do business in Cuyahoga County and licensed by the City of Cleveland?</li> <li>Has your organization ever been (i) declared by a customer to be in default under a contractor and/or (ii sued by a customer for failure to completely a contract or properly perform services in a timely manner? I yes, please state where, when, and why.</li> <li>Has your organization ever been cited by a local, county, state, or federal authority for violation of regulation or statute or failing to timely complete a contract in accordance with specifications? I yes, please state date, agency, and final disposition.</li> <li>Has your organization ever filed for bankruptcy? If yes, please state where, when and why?</li> <li>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.</li> <li>Has your organization ever been sued by a supplier for failure to timely pay for materials or equipment provided? If yes, please provide details.</li> <li>What is the dollar limit of your firm's General (CLS) Liability Insurance?  Name of insuring company: </li></ol>	7.	If you are neither a corporation nor a partnership, please describe your organization and list principals.
<ul> <li>10. Has your organization ever been (i) declared by a customer to be in default under a contractor and/or (ii sued by a customer for failure to completely a contract or properly perform services in a timely manner? I yes, please state where, when, and why.</li> <li>11. Has your organization ever been cited by a local, county, state, or federal authority for violation of regulation or statute or failing to timely complete a contract in accordance with specifications? I yes, please state date, agency, and final disposition.</li> <li>12. Has your organization ever filed for bankruptcy? If yes, please state where, when and why?</li> <li>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.</li> <li>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.</li> <li>15. What is the dollar limit of your firm's General (CLS) Liability Insurance?  Name of insuring company: </li></ul>	8.	Are you legally qualified to do business in the State of Ohio?
sued by a customer for failure to completely a contract or properly perform services in a timely manner? I 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 regulation or statute or failing to timely complete a contract in accordance with specifications? I 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:	9.	Are you legally qualified to do business in Cuyahoga County and licensed by the City of Cleveland?
regulation or statute or failing to timely complete a contract in accordance with specifications? I 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:	10.	sued by a customer for failure to completely a contract or properly perform services in a timely manner? I
<ul> <li>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.</li> <li>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.</li> <li>15. What is the dollar limit of your firm's General (CLS) Liability Insurance?</li> <li>Name of insuring company:</li> </ul>	11.	regulation or statute or failing to timely complete a contract in accordance with specifications? I yes, please
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 equipmer provided? If yes, please provide details.  15. What is the dollar limit of your firm's General (CLS) Liability Insurance?  Name of insuring company:	12.	Has your organization ever filed for bankruptcy? If yes, please state where, when and why?
provided? If yes, please provide details.  15. What is the dollar limit of your firm's General (CLS) Liability Insurance?  Name of insuring company:	13.	
Name of insuring company:	14.	
Name of insuring company:	15.	. What is the dollar limit of your firm's General (CLS) Liability Insurance?
Policy number:	eross S	
		Policy number:

h. Principal place of doing business

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 cany of its principals for failure to pay or remit any taxes including but not limited to income sales, franchise, or personal property taxes? If yes, please give name of agency, date and ar	e, withholding
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 in presently debarred, suspended, proposed, for debarment or suspension, declared ineligible excluded from participation in this transaction by any State and/or Federal Department or Ager	, or voluntarily
21. Where the prospective lower tier participant is unable to certify to any of the statements in the such prospective participants shall attach an explanation to this RFP.	nis certification

### **Notarized Statement**

	be	eing duly sworr	and deposes says	
that he/she is the(title)			of	
		, and answ	vers to all the	
(organization)				
foregoing questions and all statements there	ein contained	are true and c	orrect.	
(signature)				
Subscribed and sworn before me this	day of		, 20	
Notary Public:				_
My commission expires:			er g	

### Section IX: State of Ohio Insurance

Sample: State of Ohio Insurance

SAMPLE

### STATE OF OHIO

### DEPARTMENT OF INSURANCE

### CERTIFICATE OF COMPLIANCE

	As Superintendent of Insurance of the State of Ohio, I
do hereby	certify that
a corporati	on 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

CER	TIF	ICATE OF LIA	BIL	AI YTI.	ISUR/	NCE	DAT	E (MM/DD/YYYY)
THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMAT BELOW. THIS CERTIFICATE OF IN REPRESENTATIVE OR PRODUCER, A	SURA	NCE DOES NOT CONSTIT	) EVT	MID OD ALT	TED THE A	WEDLAR AFFARRE	-	
iMPORTANT: If the certificate holder terms and conditions of the policy, c certificate holder in lieu of such endor	is an A	ADDITIONAL INSURED, the	policy(i idorsen	es) must be onent. A state	endorsed. If	SUBROGATION IS V	AIVED,	subject to the
RODUCER		(0).	CONTA NAME:	CT				
			PHONE			FAX		
			E-MAIL			[A/C,	No):	
			ADDRE					
					URER(S) AFFO	RDING COVERAGE		NAIC #
SURED			INSURI					1
			INSURI					
			INSURI					
			INSURI					
			INSUR					+
OVERAGES CER	TIFIC	ATE NUMBER:	INSUR	RF:		DELUCIO:		
THIS IS TO CERTIFY THAT THE POLICIES	SOF	MISHBANCE LISTED BELOW H	AVE DE	EN ICCUED TO	TUE MAN	REVISION NUMBER		
CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	PERT	AIN, THE INSURANCE AFFOR IES. LIMITS SHOWN MAY HAVI	N OF AN	THE POLICIE REDUCED BY	OR OTHER S DESCRIBE PAID CLAIMS	DOCUMENT WITH RE		
R TYPE OF INSURANCE		WVD POLICY NUMBER		PÓLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	L	IMITS	
GENERAL LIABILITY						EACH OCCURRENCE	S	
COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	
CLAIMS-MADE OCCUR						MED EXP (Any one person)	5	
						PERSONAL & ADV INJURY	\$	
<u> </u>						GENERAL AGGREGATE	s	
GEN'L AGGREGATE LIMIT APPLIES PER:		1				PRODUCTS - COMPJOP A	GG \$	
POLICY PRO- JECT LOC							\$	
AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	s	
ANY AUTO						BODILY INJURY (Per perso		
ALL OWNED SCHEDULED AUTOS						BODILY INJURY (Per accid	ent) \$	
HIRED AUTOS NON-OWNED AUTOS				-		PROPERTY DAMAGE (Per accident)	s	
						(1) or accident	s	
UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$	
EXCESS LIAB CLAIMS-MADE						AGGREGATE	s	
DED RETENTIONS							s	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU- TORY LIMITS	TH-	
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED?	NIA					E.L. EACH ACCIDENT	S	
(Mandatory in NH)	10,74					E.L. DISEASE - EA EMPLO	-	
If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIN	_	
						THE PROPERTY OF THE	11   4	
				,				
CRIPTION OF OPERATIONS / LOCATIONS / VEHICLE	LES (Att	tach ACORD 101, Additional Remarks	Schedule	if more space is	required)			
					,,,,,,,			
RTIFICATE HOLDER			CANC	ELLATION				
ERTIFICATE HOLDER			SHO	ELLATION	THE ABOVE D	ESCRIBED POLICIES R	E CANCE	I I ED RECOR
RTIFICATE HOLDER			SHO	ULD ANY OF 1	DATE THE	ESCRIBED POLICIES E EREOF, NOTICE WIL Y PROVISIONS.	E CANCE	ELLED BEFORI
RTIFICATE HOLDER			SHO THE ACC	ULD ANY OF 1	THE POLICE	EREOF, NOTICE WIL	E CANCE	LLED BEFORI
RTIFICATE HOLDER			SHO THE ACC	ULD ANY OF 1 EXPIRATION ORDANCE WIT	THE POLICE	EREOF, NOTICE WIL	E CANCE	LLED BEFOR ELIVERED

Sample: Acord Certificate of Insurance

The ACORD name and logo are registered marks of ACORD

ACORD 25 (2010/05)

### 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
ne/she is	of	
said proposer has not colluded person, to put in a sham proposed any manner, directly or indirectly any person, to fix the proposed element of said proposal price, Education of the Cleveland proposal; and that all statement of, directly or indirectly, submote,	ing proposal; that such proposal is genuine and not, conspired, connived, or agreed, directly or indirectly or that such other person shall refrain from partly sought by agreement or collusion, or communical price of affiant or any other proposer, to fix any or of that of any proposer, or to secure any advarance Metropolitan School District, or any person or parts contained in said proposal are true; and further intensity of the contents thereof, or division or to any member or agent thereof.	ctly, with any proposer or proposing, and has not in cation or conference, with y overhead, profit or cost stage against the Board of persons interested in the er that such proposer has
and the second s	Affiant	
Sworn to and su	ubscribed before me this day of	, 20
	Notary Public in and for Cuyahoga County, Ohio	
My	y 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:
  - 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 join 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 shopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made subject of claim for extension of time or for excess costs or damages by the contractor. When the District proceeds with such formal action it has the burden of proving that the contractor has not met the requirements of coming forward and showing that it has met the good faith requirements of the Notice, specifically including paragraph 7 hereof. Where the contractor is found to have failed to exert every good faith effort to involve DBE in the work provided, the District may declare that the contractor is ineligible to receive further District funds, whether as a contractor, subcontractor, or as a consultant, for a period of up to three (3) years.

- 9. The contractor will keep records and documents for three (3) years following performances of this contract to indicate compliance with this Notice. These records and documents, or copies thereof, will be made available at reasonable times and places for inspection by any authorized representative of the District upon request together with any other compliance information which such representative may require.
- 10. 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 (Produ	act or Service):		·	
	act Award:			
Amount of Proposed Cor	ntract Award:	1		
Diversity Business Enter				
	act Award:			
Percent of Subcontract A	Award:			
D.B.E. Participation:	:	. \$		
F.B.E. Participation:		\$		
Name of EEO Officer:			-	,
Value ♥ - dept ext ext.	vner, partner, or authorized officer)			
	nted)	Dated:		
Title:				
	DO NOT COMI	PLETE BELOW THIS	LINE	
	CompliantC	ompliance Pending	_Non-Compliant	
	Compliance Da	ate:		
	(signature, DBE Departme	nt)	(date)	
	(Signature, DDL Departmen	inc)	(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:		 	
Ву:		 	 
Title:	9		

### Definition of DBE: A Diversity Business Enterprise (DBE)

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

### 3: DBE Form C

### SCHEDULE MBE/FBE PARTICIPATION

Project Name:	_
Name of Non-DBE Contractor:	-
Identification Number:	
Location:	_
Name of Minority Contractor:	
Address:	=
City, State, Zip:	-
Type of work to be performed and work hours involved:	
Projected commencement and completion dates for work:	-
Agreed price in dollars or percentage:	-
The undersigned will enter into a formal agreement with DBE for work listed in this schedule condition execution for a contract with the Cleveland Municipal School District	- ned upor
TO BE RETURNED WITH THE PROPOSAL	
Signature of Non-DBE Prime Contractor	
Deter	

### 4: DBE Form D

### DBE LETTER OF INTENT

10:			
	Non-DBE Prime or General Proposer		
Projec	ect:	= _= = =	<u> </u>
	-DBE PRIME OR GENERAL PROPOSER		
	Undersigned intends to perform work in connecti	on with the above-	referenced project as
(check	ck one):		
ÿ	an individual $ {y}$ a corporation $ {y}$	a partnership <b>j</b>	a joint venture
	status of the undersigned is confirmed in the Clevela prises with a certification date of:		
	Undersigned is prepared to perform the following ct. Specify in detail particular work items or parts the		
			,
	e following price or percent of contract: \$ have projected the following commencement date of		undersigned is projecting completion of
	work as follows:	Such work, and the t	indensigned is projecting completion of
	s		
	ected Commencement Date		
Projec	ected Completion Date		
	% (percent) of the dol -DBE contractor (s) and/or NON-FBE SUPPLIERS. e work with you conditioned upon your execution of a	The undersigned w	
Date		Name of DBE Firm (v	where applicable)
Date		Nume of BBE 1 mm (v	mere approasie,
Signatu	ture of DBE (where applicable)	Signature o	f MBE Firm
(TO BE	E RETURNEDWITH RFP)		

Name of FBE Firm

Signature of FBE Firm

### 5: DBE Form E

### **DBE** Unavailability Certification

,Name	Title
Of	, certify that on
contacted the following DBE to obtain a Proposa	Date al for work items to be performed on:
Board Project:	
Minority Contractor:	, 
Vork Items Sought:	
orm of Proposal Sought:	
emale Contractor:	
Vork Items Sought:	,
Form of Proposal Sought:	
unavailability due to lack of agreement on price) following reason (s):	ority business enterprise was unavailable (exclusive of the for work on this project or unable to prepare a proposal for the
Signature, Non-DBE prime Proposer	Date
	oportunity 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 acco	
The above statement is a true and accurate acco	ount of why I did not submit a Proposal on this project.

### 6: DBE Form F

### Non-Minority Prime Affidavit For DBE

STATE OF COUNTY OF	}	} SS.			AFFIDAVIT		
necessary to identificate each party in the Municipal School D payments thereof, and examination of subcontract, by a	fy and expundertaking istrict current and any part of the booth the interior is and interior is an analysis and an analysis and analysis and analysis and analysis and analysi	plain the items and ng. Further, the rent, complete, and proposed changes ks, records and for representatives punds for termination	d operation undersign of accurate in any of files of the of the cong any co	n of our subo ed covenant information r the subcontract subcontract leveland Mu intract which	rect and include all contract and the interest and the interest and agree to provegarding actual subject arrangements are for those of each inicipal School Disterest and be awarded and agree and arrangements are the inicipal School Disterest and the inicipal School Disterest and inicipal School Disterest and inicipal School Disterest and include and inicipal School Disterest and include all inicipal School Disterest and inicipal School Dist	ended participat ide to the Cler contract work a nd to permit the party relevant strict. Any m	veland nd the audit to the naterial
Name of Firm:							
Signature:							
Name and Title:							
Date:							
STATE OF COUNTY OF	,						
On this	_day of		(4	20, be	fore me appeared _		

did execute the foregoing affidavit, and did state that they were properly authorized by \_\_\_\_\_

(Seal)

Notary Public\_\_\_\_\_

Commission expires\_\_\_\_\_

\_\_\_\_\_, to me personally known, who being duly sworn,

\_\_\_\_to execute the affidavit and did so as their free act and deed.

#### 7: DBE Form G

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

1)	Nan	ne of Joint Venture:	
2)	Add	Iress of Joint Venture:	
3)	Pho	one Number of Joint Venture:	
4)		ntify the firms which comprise this joint venture. (The DBE partner must complete DBE Form A rent DBE Certification)	or have
	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)	Nat	ture of Joint Venture's Business:	4
6)	Pro	ovide a copy of the Joint Venture Agreement.	
7)	Wh	at is the percentage of DBE Ownership? DBE% FBE%	
8)		nership of Joint Venture: (This need not be completed if described in the Joint Venture agreen ponse to question 6).	nent provided in
	a)	Profit and loss sharing:	<u>.                                    </u>
	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	JSS.		
			_ 20 , before me appea o being duly sworn, did execute	
foregoing affidavit, and		roperly authorized by _	being day sworn, did execute	
(Seal)	·			
	Notary Public	·		
	Commission	expires		

#### Section XIII: EOA Contractual Declaration Forms

#### **CMSD Affirmative Action Program**

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 <u>must be completed in their entirety and returned with the proposal</u>.

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. <u>SMSA/OR RECRUITMENT AREA</u>: Indicates the relevant labor area in which your facility is located. <u>Designate</u> the <u>Standard Metropolitan Statistical Area</u>, 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. <u>DEFINITION:</u> 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."
- 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 of 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 <u>acceptable</u> affirmative action plan to the Diversity Officer within ten (10) business days of notification, the vendor may be given <u>conditional approval</u>.

#### C. AFFIRMATIVE ACTION PLAN

- 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-ComplianceCompliance Pending	
Comments:	ĸ
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	t regard to race, religion, color, sex, national origin, age, or handicap.
	will not discriminate against any employee
or applicant for employment because of	f 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 handicap. Such action will include, but	g employment without regard to race, color, sex, national origin, age, or not be limited to:
	on for employment, hiring, placement, upgrading, transfer or demotion, ceship rates of pay or other forms of compensation, layoffs or termination.
	at they are of current applicable requirement pertaining to Fair Labor ctices of Federal, State, and Local Governments.
The undersigned further acknowledge will comply with all Fair Labor Standard	s that if the contract is awarded to the undersigned, that the undersigned Practice.
(Name of Company)	
	Date:
(Signature of Company Official)	
STATE OF (	<b>)</b>
COUNTY OF (	)SS.
(	) <del>.</del>
	for said County and State personally appeared the above-named Company
il.	
lt's	, who acknowledged that they knowingly signed the aforesaid
	ir free act and deed duly authorized and the free act and deed of said
IN TESTIMONY WHEREOF, I have he	ereto set my hand and affixed seal at
7	, 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.

			The same of the sa										
	All En	All EMPLPOYEES	S			MALES					FEMALES		
Job Categories	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											7		
SALES WORKERS													
OFFICE/CLERICAL													
CRAFTWORKERS (SKILLED)													
OPERATIONS (SEMI-SKILLED)													
LABORERS (UNSKILLED)						je.							
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.

DATE:	1	TITLE
FIRM OR CORPORATE	NAME:	SIGNATURE:

# **Section XIV: Supplier Contract Sample**



# **SAMPLE ONLY**

# **CMSD SUPPLIER CONTRACT**

This agreement is made on this	day of	201_, by and between
Supplier Name	Address, City, State	e, Zip
("Supplier") and <b>THE CLEVEI</b> Suite 1800, Cleveland, Ohio 441		DISTRICT, 1111 Superior Ave. E. purpose described below.
1. <b>CONTRACT PURPOSE.</b> T	The purpose of this contract is:	(State Purpose)
by providing the following: <i>provided</i> ):	(list all equipment, supplies, god	ods, services and deliverables to be
, .		

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

2.	TERM. This Agreement shall commence on the date execute this instrument and shall terminate on acceptance of all equipmed deliverables described above and no later than provided, however, that the District may terminate this Agree cause by giving fourteen (14) days written notice to the Convenience clause below.	ment, sup	plies	s, goods, services ut obligation an	s and (Date); d without
3.	<u>COMPENSATION.</u> Subject to the terms and conditions of the pay the Supplier an amount not to exceed:	nis Agree	men	t, the District ag	rees to
		Dollars	(\$		).
	spell out dollar amount	<u>-</u>		numeric amount	dollar
4.	Payment for this contract shall be:				
		Dollars	(\$		).
	spell out dollar amount			numeric amount	dollar
	payable as follows (state payment terms):				

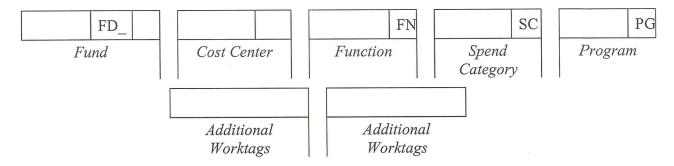
Payment rendered may be within ninety (90) days after the District receives an invoice from the Supplier together with a <u>detailed summary</u> of the equipment, supplies, goods, services and deliverables provided.

Supplier will submit periodic invoices describing any services, equipment, supplies, goods, and deliverables provided, the amount of each service or item, and any documentation and program reports requested by the District to prove that the service was actually provided. Failure to provide proof of the service actually being provided, upon the District's request, shall excuse the District of paying for the invoiced services.

Supplier is not entitled to payment of contract proceeds if equipment, supplies, goods, services and deliverables under this Agreement are no longer needed, required, requested, received, or should this Agreement be terminated by the District with or without cause.

The District's obligations as to payment remain conditioned upon Supplier providing equipment, goods, supplies, services and deliverables in accordance with this Agreement in a reasonably prudent manner. Should the Supplier fail to provide equipment, goods, services and deliverables in accordance with this Agreement either in full or in part, the District maintains the right to refuse future payments, as well as 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.



- 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. <u>AMENDMENT/MODIFICATION</u>. 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. <u>FINDINGS FOR RECOVERY/ DEBARMENT OR SUSPENSION.</u> [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/searchRecords/search.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. <u>TERMINATION FOR CONVENIENCE OF DISTRICT</u>. 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:
********	***************
1	NOTICE TO SUPPLIERS
CONTRACT HAS BEEN SIGNED	ARE NOT TO BE PROVIDED UNTIL AFTER THE D BY A DULY AUTHORIZED REPRESENTATIVE OF THE PURCHASE ORDER AND/OR CONTRACT NUMBER HAS ER.
GOODS AND/OR SERVICES PI	L SCHOOL DISTRICT IS NOT OBLIGATED TO PAY FOR ROVIDED PRIOR TO THE DATE THIS CONTRACT HAS IZED DISTRICT REPRESENTATIVE.
********	**************
IN WITNESS WHEREOF, the partheir authorized representatives as of	ties hereto have caused this Agreement to be executed by them or 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 RFP 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:	
Address:	
Towns of Dusiness	
Type of Business:	
Contact Person:	
Telephone and Fax#:	
, -	
Dates of Service:	
	· · · · · · · · · · · · · · · · · · ·
Description of Constant Broaden	
Description of Services Provided:	



# Part 2: Forms and Specifications

#### #21285

# 2019-2020 THIRTY SEVEN (37) SITE PREVENTATIVE MAINTENANCE & AIR CONDITIONING START-UP PROGRAM

For the Cleveland Metropolitan School District

#### Section A: Specifications

#### **SECTION 102326 - OVERALL SPECIFICATIONS**

Part 1 - General

#### RELATED DOCUMENTS

Instructions to Proposers, Overall Scopes of Work descriptions, published Supplemental Drawings/Documents and general provisions of the Preventative Maintenance Contract, including General and Supplementary Conditions and Documents of Owner Requirements apply to this Section.

Refer to Original and subsequent RFQ/RFP Documents issued by District's Advocates.

Scope of Work: General – [Base & Alt Scope Combined], refer to all OPR documents issued:

Basic Preventative Maintenance (PM) Program for existing installed HVAC equipment, based on the current & applicable SPECIFIC SCOPE Descriptions and published Maintenance guidelines (tasks, frequency, reporting, etc.):

ITEM 1: John Adams HS and designated Group (9 sites overall).

- John Adams HS (3817 Martin Luther King Drive, 44105)
- Adlai Stevenson (18300 Woda Avenue, 44122)
- AJ Rickoff (3500 East 147th Street, 44120)
- Jamison (4092 East 146th Street, 44128)
- Miles (11918 Miles Avenue, 44105)
- Miles Park (4090 East 93rd Street, 44105)
- Charles Dickens (13013 Corlett Avenue, 44105)
- Nathan Hale (3588 Martin Luther King Jr Drive, 44105)
- Mound (5935 Ackley Road, 44105)
- Warner

#### ITEM 2: John Hay HS and designated Group (9 sites overall).

- John Hay HS (2075 Stokes Boulevard, 44106)
- Anton Grdina (2955 East 71st Street, 44104)
- Harvey Rice (2730 East 116th Street, 44104)
- Euclid Park (17914 Euclid Avenue, 44112)
- Hanna Gibbons (1401 Larchmont Road, 44110)
- Memorial (410 East 152nd Street, 44110)
- East Clark (885 East 146th Street, 44110)
- Patrick Henry (11901 Durant Avenue, 44108)
- Mary Bethune (11815 Moulton Avenue, 44106)

#### ITEM 3: James Rhodes HS and designated Group (9 sites overall).

- James Rhodes HS (5100 Biddulph Avenue, 44144)
- William Rainey Harper (5515 Ira Avenue, 44144)
- R.G. Jones (4550 West 150th Street, 44135)
- Artemus Ward (4315 West 140th Street, 44135)

- Garfield (3800 West 140th Street, 44111)
- Riverside (14601 Montrose Avenue, 44111)
- Louisa May Alcott (10308 Baltic Road, 44102)
- Orchard (4200 Bailey Avenue, 44113)
- Dunbar (2159 West 29th Street, 44113)

ITEM 4: Thomas Jefferson and designated Group (9 sites overall).

- Thomas Jefferson (3145 West 46th Street, 44102)
- Buhrer (1600 Buhrer Avenue, 44109)
- Almira (3375 West 99th Street, 44102)
- Campus International (2160 Payne Avenue, 44115)
- G. W. Carver (2200 East 55th Street, 44103)
- Mary B. Martin (8200 Brookline Avenue, 44103)
- Daniel Morgan (8912 Morris Court, 44106)
- Wade Park (7600 Wade Park Avenue, 44103)
- Willson (1126 Ansel Road, 44108)

<u>ITEM 5:</u> Basic Cooling Systems Start-Up Services for existing installed Cooling Plant equipment, based on the current & applicable SPECIFIC SCOPE Descriptions and published Startup and Maintenance guidelines (tasks, frequency, reporting, etc.). Cooling Plant Startup Services provided for: (9 sites overall):

- 1) R-22 Screw Compressor Chillers & applicable Water Condenser Systems:
  - a. John Adams HS (3817 Martin Luther King Drive, 44105)
  - b. Memorial (410 East 152<sup>nd</sup> Street, 44110)
- 2) R-134A Packaged Air-Cooled & Water-Cooled Screw Compressor Chiller Systems:
  - a. A.J. Rickoff (3500 East 147th Street, 44120)
  - b. Daniel Morgan (8912 Morris Court, 44106)
  - c. John Hay HS (2075 Stokes Boulevard, 44106)
  - d. Miles Park (4090 East 93rd Street, 44105)
  - e. Riverside (14601 Montrose Avenue, 44111)
  - f. Warner (6558/8315 Jeffries Avenue, 44105)
- 3) R-410a Packaged Air-Cooled & Water-Cooled Scroll Compressor Chiller Systems:
  - a. Hannah Gibbons (1401 Larchmont Road, 44110)

SPECIFIC Preventative Maintenance & Cooling System Start-up Scope items included in the Scope of Work (BASE & ALTERNATES):

- 1) Filter Changes (new media and labor for removal, disposal and installation).
  - a. Air Handling Units (AHU) Pre-Filters: 3 times per year per set.
  - b. AHU AFTER-Filters: 1 time per year per set.
  - c. Air & Water Terminal Units: 1 time per year per terminal.
  - d. Water Source Heat Pumps: 2 times per year per unit.
- 2) Motor Belt Maintenance: 1 time per year per motor.
- 3) Motor Lubrication Maintenance: 1 time per year per motor.
- 4) Cooling Plant Start-Up Services:
  - a. Clean & Fill Cooling Towers
  - b. Vacuum/powerwash & comb condenser coil fins on packaged air-cooled units as recommended.
  - c. Punch Tubes on Compressors.

- d. Change Compressor oil & filters, if needed.
- e. Check, tighten and adjust operating controls & safeties.
- f. Leak test and repair minor refrigerant leaks.
- g. Start, test and check operation of pumps in Cooling Plant Systems.
- h. Provide any and all usual & customary (manufacturer and service-provider recommended) services that are consistent with Cooling Plant Start-Up Service scopes of work.
- i. Provide documentation of Start-up Services per site, with recommendation

#### Targeted Schedule:

- PM Mechanical Services Substantially-complete by end of July 2020.
- Final Execution of First Year PM duties by end of August 2020.

#### SUMMARY

The purpose of this Overall Specification Section is to describe the project's main intent, to establish main boundaries of responsibilities, and to reasonably narrow the not-yet-made choices of the proposers according to Owner-driven Criteria & Project intents:

- 1. Basic Form of Contract HVAC Preventative Maintenance Services Agreement (refer to supplemental documents for legal and clarifications).
- 2. Schedule: Coordinate Proposed activities to allow project completions to coincide with target completions of this Scope of Work, based upon published schedules in RFQ/RFP documents:
  - a) Heating Systems fully operational: October 1.
  - b) Cooling Systems fully operational: April 1.
- 3. Preventative Maintenance Services Scope of Work furnished by Proposer with general intent of qualifying & quantifying the amount/type of Services required to SPECIFIC Scope Services as supported by available manufacturer-based care documentation for the equipment/systems designated. This may include, but is not limited to:
  - a) HVAC:
    - 1. Refer to published equipment lists and/or information gathered in field for specific sites/facilities:
      - a) Original design drawing/As-Built equipment schedules
      - b) Original design drawing/As-Built Mechanical Room Layout Plans
      - c) Original design drawing/As-Built Flow Diagrams
      - d) Operation & Maintenance Manual documents for actual installed equipment.
  - b) Current Available Reference Documents available can be found at the following Cloud Site: <a href="https://drive.google.com/open?id=1gLGLFIX5EkmVsozleex6UU6Oaz4VIuOS">https://drive.google.com/open?id=1gLGLFIX5EkmVsozleex6UU6Oaz4VIuOS</a>
- 4. Scope of Work Included Equipment per School to be cross-referenced by supplemental documents published AND field-verified at each site for accuracy:
  - a) Reference Documents available can be found at the following Cloud Site:

https://drive.google.com/open?id=1gLGLFIX5EkmVsozleex6UU6Oaz4VIuOS

- b) Refer to MASTER Group Schedule of known HVAC Equipment installed, (to be field-verified):
  - 1. Air Handling Units
  - 2. Boilers
  - 3. Chillers
  - 4. Condensing Units

- 5. Dedicated Outside Air Systems
- 6. Dry & Fluid Coolers
- 7. Split DX AC Units
- 8. Exhaust Fans
- 9. Fan Coil Units
- 10. Water Source Heat Pumps
- 11. Makeup Air Units
- 12. Hydronic Pumps
- 13. Glycol Makeup Units
- 14. Air Terminal Units
- 15. Heating Terminal Units
- 16. Intake Air Louvers

#### SUBMITTALS

- A. Pre-Award Phase: At time of HVAC PM Services Proposal and in addition to any Proposal/Bid/Clarification Forms required, provide the following documents to aid the evaluation of Proposals meeting the Criteria:
  - 1. Schedule of Activities: timeline and expected area sequence of actions to be continually updated for plans and progress and then shared with District's Facilities Team.
  - 2. Typical Filter Media Product Data Sheets each general type.
  - 3. Typical HVAC Motor Belt Product Data Sheets.
  - 4. Typical HVAC Motor Lubrication Compound Product Data Sheets.
- B. Service Ticket/Work Order Reporting Documents: Provide industry-standard forms for each product/system being maintained to include in emergency, operation, and maintenance manuals.
  - 1. Include a SPECIFIC Summary of completed maintenance items for each unit/system, complete with pertinent part numbers and frequency of actions taken.

#### **QUALITY ASSURANCE**

- A. Preventative Maintenance Technician Certifications: Employ only professionally-trained technicians/providers with applicable manufacture-based and industry-appropriate exposure, when recommended explicitly by the equipment manufacturers.
- B. Preventative Maintenance Components: Utilize only first-quality manufacturer-recommended components for Preventative Maintenance activities.

#### PREVENTATIVE MAINTENANCE & COOLING PLANT START-UP SERVICES

- A. Purpose of this section is to allow the qualified Preventative Maintenance Services Proposers an opportunity to offer the school district (CMSD) a flexible option(s) for annual contracting of manufacturer/System-based Basic (limited-coverage) Maintenance Services for the installed and operating HVAC Equipment & Systems.
- B. The District reserves the right to accept, reject or modify-and-accept the conditions returned in this Manufacturer-based Maintenance Services proposal.
- C. Interviews and/or Scope of Services reviews may be subsequently held to clarify inclusions, exclusions and creative options prior to making any formal decisions on agreements.

- D. Basic Terms & Conditions for Preventative Maintenance Services Scopes of Work:
  - 1. Commencement and Duration of Maintenance Agreement:
    - a. Start begins at dates stated/agreed-to by CMSD and consultant (AGM Energy Services).
    - b. Documents: Scheduled activity Reporting & Project Completion Sign-Off Forms, including applicable WARRANTY documents, dates and Terms & Conditions.
    - c. Duration of Manufacturer's Recommended PM Service Maintenance Agreement: <u>Overall THREE Years</u> with One-Year Annual Term Agreement updates
  - 2. Sign-in & Access:
    - a. Contractor will sign in at the beginning of each day.
    - b. Keys & access cards are to be obtained at the CMSD Facilities Main office on Ridge Road.
  - 3. Work Order/Tickets:
    - a. Start & end labor times for each day/project are to be reported for each workorder.
  - 4. Notifications:
    - a. Maintenance Services Contractor will notify CMSD Facilities Management Team <u>monthly</u> to review service over previous month and discuss the following month's planned maintenance.
    - b. Maintenance Services Contractor will also notify CMSD consultant/Systems Integration Provider (AGM Energy Services) at same time to review equipment/maintenance services performed over previous month and discuss the following month's planned maintenance & potential Integration impacts to overall operations of the systems.
    - c. A phone number must be provided for 24/7 service and the <u>employ of same maintenance technicians is</u> <u>preferred on all PM services calls to the designated site(s)</u>, both regular maintenance and any applicable emergency services agreed-to.

#### 5. Billing Procedures:

- a. After Services are Rendered Complete per schedules, Contractor will bill quarterly the agreed upon contracted sums.
- b. Any Approved Work completed beyond the contract is to be billed following the completion of the project.
- c. All Service/Repairs (including both labor & materials) that are not covered in this contract will be approved prior to commencement.

#### 6. Service Personnel:

- a. Contractor will perform all work in a timely and workmanlike manner, using only qualified maintenance technicians with a minimum of 5 years of experience with equipment types in contract, and will adhere to all code standards:
  - 1) Journeyman-level training on all functions, less filter media changing.
  - 2) Local organization and/or manufacture-recommended certifications for any subsequent refrigeration-based PM Services.
  - 3) Similar/same personnel shall be used per site/equipment to build reliability of the PM services & operations.
- 7. Preventative Maintenance Services Warranty:
  - a. All work performed under this contract will carry a minimum thirty-day warranty on labor and the manufacturer's customary warranty on any materials.

#### E. Basic Specifications for administration of SPECIFIED Preventative Maintenance Services:

- 1. All SPECIFIED customary Preventative Maintenance work/repairs during normal working hours are included at no additional cost.
- 2. All SPECIFIED customary Preventative Maintenance work/repairs outside normal working hours are included at no additional cost.

- 3. Any additional costs to perform SPECIFIED Preventative Maintenance work or repairs by other companies (subs) are included within this proposal.
- 4. All SPECIFIED Preventative Maintenance required repair parts, including filters & motor belts are to be addressed under the base PM Services.
- 5. All devices required to have SPECIFIED Preventative Maintenance performed in this Scope of Work must have a STANDARD District-provided Service Record Label affixed proximate to the element being serviced, and be properly/clearly marked with each item of Service Information noted after each performed PM service.
- 6. All SPECIFIED HVAC equipment affected, including Air Handling Units, Packaged Condensing Units, RTUs, H & V, VRF, VAV, WSHPs and DOAS RTU PM Services to be proposed per manufacturer's recommendations, similar to those noted as guidelines herein.
- 7. NOT REQUIRED: One inspection per quarter of each VRF System, roof top, split system, or packaged unit listed (some units may run 24/7). Contractor to follow quarterly scope of services as detailed in subsequent sections.
- 8. NOT REQUIRED: VRF/DOAS/RTU/H & V Packaged Control system Preventative Maintenance to be performed on a quarterly basis.
- 9. NOT APPLICABLE: All units listed with this service plan will have service within four hours of trouble call instigated by CMSD. Service provider to stock adequate parts to ensure seamless operation.
- 10. All fan belts and drive belts on all listed equipment will be replaced a minimum of once per year.
- 11. Change or wash air filters as SPECIFIED/ recommended.
- 12. ALTERNATE/ALLOWANCE Scope: Cleaning of all air-cooled condensers/chillers to improve system efficiency is included, per manufacturer's recommendations, but as a minimum performed each spring & fall.
- 13. Provide electronic annual report of all Preventative Maintenance per unit/system.
- 14. NOT APPLICABLE: It is the sole responsibility of the service provider to maintain the unit/s at their highest efficiency at all times.
- 15. The goal of this *Program* is to assure performance of Basic-level Preventative Maintenance on existing HVAC mechanical equipment and notify the District of recommended repairs before related major breakdowns occur through industry-proper and manufacturer recommended preventative maintenance measures. If Service/Repairs on any equipment being Preventatively Maintained becomes necessary, it will be expected that the Extra Service (parts and labor) be further accomplished at the complete discretion of the District. Repairs due to events outside of the PM contractor's control will be reviewed individually by CMSD as required for possible compensation beyond the scope of this project. Examples of events outside the contractor's control include natural weather phenomena, vandalism, power surges, etc. that cause damage to systems under this program.

#### ALLOWANCES TO BE INCLUDED IN BIDS

- A. Bidders are to include Allowances of \$1,000.00 per building, for use in addressing unforeseen Minor Service/Repair-level work beyond SPECIFIED/manufacturer recommended or industry standard maintenance discovered during project execution. The Allowances for each bid Item are therefore:
  - 1. ITEM 1: Adams Group PM = \$10,000 total
  - 2. ITEM 2: Hay Group PM = \$9,000 total
  - 3. ITEM 3: Rhodes Group PM = \$9,000 total
  - 4. ITEM 4: Jefferson Group PM= \$9,000 total
  - 5. ITEM 5: Air Conditioning Start-up Group = \$9,000 total

#### PART 2. PRODUCTS & SCOPE CRITERIA

#### SITE WORK

A. Return any disturbed grounds areas (lawns, pavement, sidewalks, etc.) to pre-construction conditions.

#### **INTERIOR FINISHES**

A. Provide materials for returning interior surfaces to existing conditions according to applications required using industry standard means-and-methods and common best practices.

#### **BASIC MATERIALS AND METHODS**

- A. General: Provide materials for completing SPECIFIED mechanical Preventative Maintenance according to applications required using industry standard means-and-methods and common best practices. This provision applies to, but is not limited to:
  - 1. Filter Media: equivalent MERV rating to existing, but not less than 8 on Pre-Filters and 13 on After/Final-Filters.
  - 2. Belt products: equivalent to existing, per CMSD/Manufacturer's Standards.
  - 3. Motor Bearing Grease Compound: per CMSD/Manufacturer's Standards.
  - 4. Cleaning of existing surroundings that are adversely affected by the SPECIFIED PM Services.
  - 5. Affected Vibration Controls for moving equipment/Pipe Expansion.
  - 6. Equipment/Piping Tagging and Identifying Black Stencil Markings r per CMSD Standards.
  - 7. Valves for duty of system served.
  - 8. Meters and Gauges.
  - 9. Affixing to each element being serviced a STANDARD District Service Record Label provided by District to PM Contractor.

#### PART 3 - EXECUTION

#### INSTALLATION

A. General: Arrange PM Services/installations to maintain access space around equipment for service, protection and subsequent maintenance. Complete Preventative Maintenance services so that all access doors/panels are fully operable.

#### FIELD QUALITY CONTROL

- A. NOT REQUIRED: Manufacturer's Field Service: Per manufacturer's recommended instructions for HVAC Equipment Preventative Maintenance, coordinate/Engage factory-authorized service representative to inspect field-assembled components and equipment installation, including piping and electrical connections.
  - A. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

#### **CLEANING SERVICES**

A. Applies to Cooling Plant System Start-up Services: Clean equipment internally and externally, on completion of SPECIFIED Preventative Maintenance, according to industry standards/manufacturer's written instructions. Clean equipment interiors to remove foreign material and construction dirt and dust. Vacuum clean fan wheels, cabinets, and coils entering air face of HVAC-coil units.

#### PREVENTATIVE MAINTENANCE & START-UP SERVICES IMPLEMENTATION GUIDELINES

- A. General: the following paragraphs are intended as Service Guidelines that should be understood and applied to EACH HVAC Equipment/System item in the Scope of Work in order to quantify/qualify the nature of Basic PM Services/Manufacturer-based care for the subject equipment. Service Providers are responsible to review what is actually recommended/published for each item in the Preventative Maintenance Scope of Work as it related to the SPECIFIED PM Services.
- B. SPECIFIED Preventative Maintenance Guidelines for HVAC Equipment:
  - 1. General Instructions in conjunction with Manufacturer's PUBLISHED Recommendations:
    - a) Change Filter media refer to Schedules SPECIFIED.
    - Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies detected.
    - c) Affix District's Standard Service Label(s)/Update per Services Rendered (each device).
  - 2. Lubrication
    - a) Lubricate motor bearings, as SPECIFIED/applicable.
    - b) Affix District's Standard Service Label(s)/Update per Services Rendered (each device).
  - 3. HVAC Motors
    - a) Clean Belt-driven Drive Assemblies.
    - b) Inspect general wiring and connections for tightness and signs of overheating and discoloration.
    - c) Check the drive assemblies for free and smooth operation.
    - d) Verify the appropriate tightness/wear-levels of the motor belts adjust & replace as required.
    - e) Affix District's Standard Service Label(s)/Update per Services Rendered (each device).

END OF SECTION 10 23 26

## Section B: Bid Form

1.01	BID SUBMITTED BY:
	(Contractor-Bidder)
	DATED:
1.02	DELIVER TO:
	Cashier's Office of the Cleveland Metropolitan School District 1111 Superior Avenue E Cleveland, OH 44114
1.03	Having viewed the Documents, Drawings and read the Specifications for the Project entitled:
2019-	2020 THIRTY SEVENT (37) SITE PREVENTATIVE MAINTENANCE & AIR CONDITIONING START- UP PROGRAM:
	and having also received, read and taken into account the following Addenda:
	Addendum No;
	Addendum No;
	Addendum No;
	and likewise having inspected the site and the conditions affecting and governing the Project and confirmed the location of the affected equipment and all existing structures, as applicable, the undersigned hereby proposes to furnish all materials and to perform all labor, as specified and described in the said Specifications and/or as shown on the said Scope of Work documents for all work necessary to complete the Project on a timely basis and in accordance with the Contract Documents regardless of whether expressly provided for in such Specifications and Drawings.
1.04	Before completing the Proposal Form, the undersigned represents that he has carefully reviewed the Instructions to Proposers, Proposal Form, Scope of Work Documents, and the Project Schedule, if any. Failure to comply with provisions of the published Documents may be cause for disqualification

of the Proposal.

#### 1.05 AGREEMENTS AND CONTRACT:

If the undersigned is notified of Proposal acceptance, it agrees to furnish required documentation as indicated in Instructions to Bidders, in order to establish a Contract/Agreement.

#### 1.06 COMPLETION OF WORK:

In submitting a Proposal, the undersigned agrees to execute an Owner-Contractor Agreement in a form mutually agreed to and to substantially complete its work as required by the published Documents.

NOTE A: The wording of the Proposal Form shall be used to quantify pricing figures, however it is encouraged that Proposers indicate by inclusion of Scope of Services letter any specific items included (or excluded) in the Proposal with reference to the established intent of Scope of Work Documents.

NOTE B: See Scope of Work Documents for description of any Alternates.

#### 2.01 PROPOSAL:

All design, management, labor and material for the items listed below. Proposer is to fill in all blanks related to the item for which a Proposer is being submitted. If no Proposal is submitted for an item, leave the item blank or insert "NO PROPOSAL" in the blank. For alternate items, indicate whether the amount stated is in addition to or a deletion from the base Proposal amount.

#### **Bid Contents:**

Proposal Envelope and Cover Sheet, if applicable

Proposal Form

Required Documentation noted in Overall Specification Section

Proposer Letterhead with Notes/Clarifications/Exclusions affecting this Proposal

## John Adams High School and Noted Group PM (10 Sites Total)

John Adams HS and Group (10 sites overall)

1. John Adams HS	
<ul><li>2. Adlai Stevenson</li><li>3. AJ Rickoff</li></ul>	
4. Jamison	
5. Miles	
6. Miles Park	
7. Charles Dickens	
8. Nathan Hale	
9. Mound	
10. Warner	
ITEM No. 1 Base Proposal Package: 2019-20 Preventable ADAMS Group (10 Sites). Proposer agrees to perform all Work Documents, including Design & Project/Program Cool Item No. 1 Base Bid: 2019-20 Preventative Maintenance BASE Scope, including Allowances  ALL LABOR AND MATERIAL, for the sum of \$	the work necessary, as described in the Scope of ordination for the sum of:  Program for JOHN ADAMS Group Noted as
(Amount shall be shown in both words and figures. In case govern.)	of discrepancy, the amount shown in words will
ALTERNATE Proposal 1A: 2020-21 Basic Preventative	-
Next Calendar Year, upon First Calendar year complete	eu as requireu
ALL LABOR AND MATERIAL, for the sum of \$	
(Amount shall be shown in both words and figures. In case govern.)	e of discrepancy, the amount shown in words will

# ALTERNATE Proposal 1B: 2021-22 Basic Preventative Maintenance Program for ADAMS Group for Third Calendar Year, upon Second Calendar year completed as required

ALL LABOR AND MATERIAL, for the sum of \$	
(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words	will
govern.)	

## John Hay High School and Noted Group PM (9 Sites Total)

ITEM 2: John Hay HS and Group (9 sites overall)
1. John Hay HS
2. Anton Grdina
3. Harvey Rice
4. Euclid Park
5. Hanna Gibbons
6. Memorial
7. East Clark
8. Patrick Henry
9. Mary Bethune
ITEM No. 2 Base Proposal Package: 2019-20 Preventative Maintenance/Start-up Program for JOHN HAY Group (9 sites). Proposer agrees to perform all the work necessary, as described in the Scope of Work Documents, including Design & Project/Program Coordination for the sum of:  Item No. 2 Base Proposal: 2019-20 Basic Preventative Maintenance Program for JOHN HAY Group Noted as Base Scope, Including Allowances  ALL LABOR AND MATERIAL, for the sum of \$
(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)
ALTERNATE Proposal 2A: 2020-21 Basic Preventative Maintenance Program for JOHN HAY Group for Next Calendar Year, upon First Calendar year completed as required
ALL LABOR AND MATERIAL, for the sum of \$
(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will

govern.)

# ALTERNATE Proposal 2B: 2021-22 Preventative Maintenance Program for JOHN HAY Group for Third Calendar Year, upon Second Calendar year completed as required

	ALL LABOR AND MATERIAL, for the sum of \$
(Amoui	nt shall be shown in both words and figures. In case of discrepancy, the amount shown in words wil

#### JAMES RHODES High School and Noted Group PM (9 Sites Total)

ITEM 3: James Rhodes H	and Group	(9 sites	overall)
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- 1. James Rhodes HS
- 2. William Rainey Harper
- 3. R.G. Jones
- 4. Artemus Ward
- 5. Garfield
- 6. Riverside
- 7. Louisa May Alcott
- 8. Orchard
- 9. Dunbar

govern.)

ITEM No. 3 Base Proposal Package: 2019-20 Preventative Maintenance/Start-up Program for JAMES RHODES Group (9 sites). Proposer agrees to perform all the work necessary, as described in the Scope of Work Documents, including Design & Project/Program Coordination for the sum of:

<u>Item No. 3 Base Proposal: 2019-20 Basic Preventative Maintenance Program for JAMES RHODES Group Noted as BASE Scope, including Allowances:</u>

ALL LABOR AND MATERIAL, for the sum of \$		
(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)		
ALTERNATE Proposal 3A: 2020-21 Preventative Maintenance Program for JAMES RHODES Group for Next Calendar Year, upon First Calendar year completed as required		
ALL LABOR AND MATERIAL, for the sum of \$		
(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will		

## ALTERNATE Proposal 3B: 2021-22 Basic Preventative Maintenance Program for JAMES RHODES Group for Third Calendar Year, upon Second Calendar year completed as required

ALL LABOR AND MATERIAL, for the sum of \$	
(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words	will
govern.)	

## THOMAS JEFFERSON School and Noted Group PM (9 Sites Total)

11 EM 4:	: Thomas	Jefferson and	Group (9 site	es overall)

- Thomas Jefferson
- 2. Buhrer
- 3. Almira
- 4. Campus International
- 5. George Washington Carver
- 6. Mary B. Martin
- 7. Daniel Morgan
- 8. Wade Park
- 9. Willson

govern.)

<u>ITEM No. 4 Base Proposal Package:</u> 2019-20 Preventative Maintenance Program for <u>THOMAS</u>
<u>JEFFERSON Group (9 sites)</u>. Proposer agrees to perform all the work necessary, as described in the Scope of Work Documents, including Design & Project/Program Coordination for the sum of:

<u>Item No. 4 Base Proposal: 2019-20 Basic Preventative Maintenance Program for THOMAS</u>
<u>JEFFERSON Group Noted as BASE Scope, including Allowances:</u>

ALL LABOR AND MATERIAL, for the sum of \$
(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)
ALTERNATE Proposal 4A: 2020-21 Preventative Maintenance Program for THOMAS JEFFERSON
Group for Next Calendar Year, upon First Calendar year completed as required
ALL LABOR AND MATERIAL, for the sum of \$
(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will

## ALTERNATE Proposal 4B: 2021-22 Basic Preventative Maintenance Program for THOMAS JEFFERSON Group for Third Calendar Year, upon Second Calendar year completed as required

ALL LABOR AND MATERIAL, for the sum of \$	-
(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in wo govern.)	ords will

## AIR CONDITIONING START-UP Group (9 Sites Total)

II EM 5	: Air Conditioning Start-up Group (9 sites overall)
1.	John Adams
2.	Memorial
3.	A.J. Rickoff
4.	Daniel Morgan
5.	John Hay
6.	Miles Park
7.	Riverside
8.	Warner
9.	Hannah Gibbons
	· ·
Group (9 s	5 Base Proposal Package: 2019-20 Basic Air-Conditioning Start-up Program for AC START-UP sites). Proposer agrees to perform all the work necessary, as described in the Scope of Work s, including Design & Project/Program Coordination for the sum of:
Item No. 4	Base Proposal: 2019-20 Basic AIR CONDITIONING START-UP Program for AC Start-up
	ted as BASE Scope, including Allowances
aroup ito	Sa do Broz Goopo, moranios
AL	L LABOR AND MATERIAL, for the sum of \$
,	
(Amount si	hall be shown in both words and figures. In case of discrepancy, the amount shown in words will
	TE Proposal 5A: 2020-21 Basic AIR CONDITIONING START-UP Program for AC START-UP Next Calendar Year, upon First Calendar year completed as required
AL	L LABOR AND MATERIAL, for the sum of \$

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words

will govern.)

## ALTERNATE Proposal 5B: 2021-22 Basic AIR CONDITIONING START-UP Program for AC START-UP Group for Third Calendar Year, upon Second Calendar year completed as required

ALL LABOR AND MATERIAL, for the sum of \$	
(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in	— words
will govern.)	

The above prices for the Proposals separately shall include all; labor, materials, project management, design engineering, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the items identified.

The TARGETED date for BASE PROPOSAL Basic Preventative Maintenance/Start-up Program Services is January 1, 2020 to August 13, 2020, ALTs A – August 2020-21, ALTs B – August 2021-22.

### 3.01 INSTRUCTIONS FOR SIGNING

- A. The person signing for a sole proprietorship must be the sole proprietor or his authorized representative. The name of the sole proprietor must be shown below.
- B. The person signing for a partnership must be a partner or his authorized representative.
- C. The person signing for a corporation must be the president, vice president or other authorized representative; or he must show authority, by affidavit, to bind the corporation.
- D. The person signing for some other legal entity must show his authority, by affidavit, to bind the legal entity.
- 4.01 PROPOSER CERTIFICATIONS. The Bidder hereby acknowledges that the following representations in this Bid are material and not mere recitals:
  - 1. The Proposer has read and understands the Scope of Work Documents and agrees to comply with all requirements contained, unless declared otherwise.
  - 2. The Proposer represents that the Proposal is based upon the INTENT specified by the Scope of Work Documents, unless declared otherwise.
  - 3. The Proposer has visited the Project site, become familiar with local conditions and has correlated personal observations about the intent/requirements of the Scope of Work Documents.
  - 4. The Proposer will execute a form of Owner/Contractor Agreement including the agreed-to prices, responsibilities and proposed schedule/milestone dates within 10 days of the date of a Notice of Intent to Award.
  - 5. The Proposer certifies that upon negotiation of a Contract, the Contractor will make a good faith effort to ensure that all of the Contractor's employees, while working on the Project site,

- will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way and/or submit to appropriate investigations with regards to child safety standards.
- 6. The Proposer agrees to furnish any information requested by the Owner's authorized representative to evaluate that the Proposer is responsible and that the Proposer meets the intent/requirements of the Scope of Work Documents.

NOTE: The Bidder should review the Scope of Work Documents and the site and conditions under which the Work will be performed so that he can give the acknowledgments contained above.

### Vendors must complete the signatory requirement below

LEGAL NAME OF BIDDER:					
BIDDER IS:					
(sole proprietor, partnership, corporation, limited liability company or other legal entity)					
NAME OF PERSON LEGALLY AUTHORIZED TO BIND PROF	POSER TO A CONTRACT:				
(PRINTED NAME)	(TITLE)				
SIGNATURE:					
ADDRESS:					
	<del>-</del>				
CITY:	STATE:				
	01/112				
TELEPHONE: ( ) FAX NO: ( )					
1 AX NO. ( )					
E MAIL ADDDESS.					
E-MAIL ADDRESS:					
FEDERAL TAX I.D. #					
DATE					

## Appendix A

## **Maps of Preventative Maintenance Locations**



