



## **REQUEST FOR QUOTATIONS**

**#21286**

**For**

**Providing Pest Control Services on an “As Needed” Basis**

FOR THE CLEVELAND MUNICIPAL SCHOOL DISTRICT  
DBA: CLEVELAND METROPOLITAN SCHOOL DISTRICT  
BOARD OF EDUCATION, 1111 SUPERIOR AVENUE E, SUITE 1800  
CLEVELAND, OHIO 44114

UNDER THE DIRECTION OF FACILITIES DIVISION OF THE BOARD OF EDUCATION OF THE  
CLEVELAND METROPOLITAN SCHOOL DISTRICT - CUYAHOGA COUNTY, OHIO

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## Part I: LETTER REQUESTING QUOTATIONS

Date: June 24, 2019

Subject: Providing Pest Control Services on an "As Needed" Basis

Dear Vendors:

In order to be considered, all Quotations must be delivered to the Cleveland Metropolitan School District, Purchasing Department, 1111 Superior Avenue E, Cleveland, OH 44114 **on or before 1:00 p.m. July 18, 2019.**

Written questions must be received on or before 12:00 pm July 3, 2019. No telephone calls will be permitted. Send questions to: [Seletha.Thompson@clevelandmetroschools.org](mailto:Seletha.Thompson@clevelandmetroschools.org). Under no circumstances should any firm interested in providing services identified in this RFQ, their designees, or any affiliated with their firm, contact any other District employee or official during the RFQ process in an attempt to lobby or influence the selection of a vendor pursuant to this RFQ. RFQ number and title must be included in all correspondence. All questions/concerns with corresponding answers will be sent to every prospective vendor and posted on the District's webpage.

M. Angela Foraker

Executive Director, Procure to Pay

## Section I: Instructions For Vendors

### Providing Pest Control Services on an "As Needed" Basis

1. Quotations are due at the Cleveland Metropolitan School District, Purchasing Department, 1111 Superior Avenue E, Cleveland, Ohio 44114, before **1:00 pm. current local time on July 18, 2019.**
2. All quotations shall be made upon the Form(s) furnished. All information requested in the RFQ 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 RFQ name and number must be on the outside envelope of submittals including shipping labels.**
3. The Cleveland Metropolitan School District reserves the right to reject any and all Quotations, to waive any and all informalities or irregularities, and to disregard all non-conforming responsive conditional Statements.
4. Vendors understand and agree that subsequent to the submission of the Quotation, any District resolution authorizing the award of a contract or agreement does not vest any contractual rights in the vendor.
5. Vendor understands and agrees that any such District resolution operates only to encumber funds necessary for the projects and does not create a binding contract.
6. Vendor acknowledges and agrees that it has no vested contractual right until such time as a purchase order and contract have been issued.
7. Vendor 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.
8. Vendor 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 within the time frame required.
9. Vendor's workmen, foremen, other personnel, and subcontractors will be required to meet Cleveland Metropolitan School District security requirement. Vendor must issue personnel identification badges. Any worker not complying with CMSD security requirements will be immediately ordered off the project and without prejudice or recourse to CMSD.
10. 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).

**11. 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:

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:

- |   |   |
|---|---|
| <b>a. Commercial General Liability:</b> | <b>Including limited contractual liability<br/>\$1,000,000.00 Limit of Liability<br/>(Per occurrence)</b>     |
| <b>b. Automobile Liability:</b>         | <b>Including non-owned and hired<br/>\$2,000,000.00 Limit of Liability<br/>(per occurrence)</b>               |
| <b>c. Workers Compensation:</b>         | <b>Workers compensation and<br/>employer's insurance to the full extent<br/>as required by applicable Law</b> |

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

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

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

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

**12. REQUESTS FOR CLARIFICATIONS:** Questions regarding interpretation of the content of this RFQ must be directed to: Seletha Thompson, email: [seletha.thompson@clevelandmetroschools.org](mailto:seletha.thompson@clevelandmetroschools.org). Answers to any questions shall be in writing and shall be sent to all firms who are on record with the District as having received a copy of this RFQ. It is therefore imperative that firms provide full and accurate contact information to the District. The name of the party submitting the question will not be identified in the answers. Firms considering responding to this RFQ are strictly prohibited from communicating with any member of District's staff or representatives of the Owner except as set forth in this section.

13. This request for quotations should be submitted **on or before 1:00 pm current local time, July 18, 2019** to the Cleveland Metropolitan School District, Purchasing Department, 1111 Superior Avenue E, Cleveland, Ohio 44114. The submission is to include the following:
  - a. Addendum Acknowledgement Form
  - b. Acknowledgment Form
  - c. Vendor Request Form
  - d. Taxpayer ID Form (Use/Provide most recent W-9 dated October, 2018)
  - e. Signed Conflict of Interest Form
  - f. Completed and notarized Vendor Qualification Form
  - g. Completed and notarized Non-Collusion Affidavit
  - h. Completed Debarment Form
  - i. Completed and Signed RFQ #21286 Quotation Form
  
14. The Vendor authorizes the District and its representatives to contact the owners and professionals on projects on which the Vendor has worked, and Vendor authorizes such owners and professionals to provide the District with a candid evaluation of the Vendor's performance. By submitting its proposal, the Vendor agrees that if it or any person, directly or indirectly, on its behalf or for its benefit brings an action against any of such owners or professional or the employees of any of them as a result of or related to such candid evaluation, the Vendor will indemnify and hold harmless such owners and professionals and the employees of any of them from any claims whether or not proven that are part of or are related to such action and from all legal fees and expenses incurred by any of them arising out of or related to such legal action. This obligation is expressly intended for the benefit of such owners and professionals, and the employees of each of them.
  
15. 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.

## **Part II: DISTRICT RELATED FORMS**

Required Purchasing Division Documents and Instructions

## Section I: Addendum Acknowledgement Form for RFQ #21286

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

Addendum Number

Date of Receipt

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Proposer: \_\_\_\_\_

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

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## Section II: Acknowledgement

\_\_\_\_\_  
(Name of Company)

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

By: \_\_\_\_\_  
(Name and Title)

Date: \_\_\_\_\_

Section III: Vendor Request Form

**VENDOR INFORMATION**

VENDOR NUMBER  
(IF APPLICABLE) \_\_\_\_\_  
VENDOR NAME \_\_\_\_\_  
ADDRESS LINE 1 \_\_\_\_\_  
ADDRESS LINE 2 \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_  
TELEPHONE NO. \_\_\_\_\_ FAX NO \_\_\_\_\_  
*Area Code Number Area Code Number*

E-MAIL ADDRESS \_\_\_\_\_  
PRIMARY CONTACT PERSON \_\_\_\_\_

**REMIT TO (IF DIFFERENT FROM ABOVE)**

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

PRIMARY SERVICE, PRODUCT, OR SPECIALTY:

\_\_\_\_\_

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

**PLEASE INDICATE WHERE APPLICABLE**

DIVERSITY BUSINESS ENTERPRISE: YES  NO

MINORITY BUSINESS ENTERPRISE: YES  NO

FEMALE BUSINESS ENTERPRISE: YES  NO

# Section IV: Taxpayer ID Form

<p><b>Form W-9</b> (Rev. October 2018) Department of the Treasury Internal Revenue Service</p>	<p><b>Request for Taxpayer Identification Number and Certification</b></p> <p>▶ Go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information.</p>	<p><b>Give Form to the requester. Do not send to the IRS.</b></p>
<p>Print or type. See Specific Instructions on page 3.</p>	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p>	
	<p>2 Business name/disregarded entity name, if different from above</p>	
	<p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p> <p><input type="checkbox"/> C Corporation</p> <p><input type="checkbox"/> S Corporation</p> <p><input type="checkbox"/> Partnership</p> <p><input type="checkbox"/> Trust/estate</p> <p><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Apply to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p>	<p>Requestor's name and address (optional)</p>
	<p>6 City, state, and ZIP code</p>	
	<p>7 List account number(s) here (optional)</p>	

**Part I Taxpayer Identification Number (TIN)**

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

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>								
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> <tr> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> </tr> </table>					-	-	-	-
-	-	-	-					
<b>OR</b>								
<b>Employer identification number</b>								
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-	-	-	-					

**Part II Certification**

Under penalties of perjury, I certify that:

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

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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**General Instructions**

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

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

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

- Form 1099-INT (Interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

## Section V: Conflict of Interest Form

### Statement of Potential Conflicts of Interest

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

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

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

Yes \_\_\_\_\_ No \_\_\_\_\_

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

Name: \_\_\_\_\_

Position: \_\_\_\_\_

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

\_\_\_\_\_ %

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

Yes \_\_\_\_\_ No \_\_\_\_\_

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

Name: \_\_\_\_\_

Job Duties: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

**CERTIFICATION**

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

**NOTARIZED STATEMENT**

\_\_\_\_\_ being duly sworn and deposes says

That he/she is the \_\_\_\_\_ of  
(title)

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

\_\_\_\_\_  
(signature)

Subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

My commission expires: \_\_\_\_\_

## Section VI: Vendor Qualification Form

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

PROPOSER NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_

ZIP: \_\_\_\_\_

CONTACT  
PERSON: \_\_\_\_\_

TITLE: \_\_\_\_\_

TELEPHONE: ( ) \_\_\_\_\_ TOLL FREE: ( ) \_\_\_\_\_

TAXPAYER IDENTIFICATION NUMBER: \_\_\_\_\_

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

- e. Treasurer's name
  - f. Statutory agent's name
  - g. Name of shareholders, if less than 10
  - h. Principal place of doing business
6. If you are currently in a partnership, list the following:
- a. Name and address of all general and limited partners.
  - b. Original name and date of organization's inception
7. If you are neither a corporation nor a partnership, please describe your organization and list principals.
8. Are you legally qualified to do business in the State of Ohio?
9. Are you legally qualified to do business in Cuyahoga County and licensed by the City of Cleveland?
10. Has your organization ever been (i) declared by a customer to be in default under a contract and/or (ii) sued by a customer for failure to completely a contract or properly perform services in a timely manner? If yes, please state where, when, and why.
11. Has your organization ever been cited by a local, county, state, or federal authority for violation of a regulation or statute or failing to timely complete a contract in accordance with specifications? If yes, please state date, agency, and final disposition.
12. Has your organization ever filed for bankruptcy? If yes, please state where, when and why?

13. On a separate sheet, list the major customers for whom your organization has provided this type of equipment or service in the past five years. Include owner's name and type of work performed.

14. Has your organization ever been sued by a supplier for failure to timely pay for materials or equipment provided? If yes, please provide details.

15. What is the dollar limit of your firm's General (CLS) Liability Insurance?

Name of insuring  
company: \_\_\_\_\_

Policy  
number: \_\_\_\_\_

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

Owned  
vehicles \_\_\_\_\_

Non-Owned  
vehicles \_\_\_\_\_

Name of insuring  
company \_\_\_\_\_

Policy  
number \_\_\_\_\_

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

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

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



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

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

### Notarized Statement

\_\_\_\_\_ being duly sworn and deposes says

that he/she is the \_\_\_\_\_ of  
(title)

\_\_\_\_\_, and answers to all the  
(organization)

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

\_\_\_\_\_  
(signature)

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

My commission expires: \_\_\_\_\_

## Section VII: Non-Collusion Affidavit

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

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

\_\_\_\_\_, being first duly sworn, deposes and says that

he/she is \_\_\_\_\_ of \_\_\_\_\_

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

\_\_\_\_\_  
Affiant

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

\_\_\_\_\_  
Notary Public in and for Cuyahoga County, Ohio

My commission expires: \_\_\_\_\_

## Section VIII: Certificate of Debarment



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

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

#### (BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

Business Name \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

Name and Title of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

## Section VIII: Certificate of Debarment Pg. 2

- 2 -

### INSTRUCTIONS FOR CERTIFICATION

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

## Section IX: Sample Certificate of Liability Insurance

### Sample: Acord Certificate of Insurance



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

<b>PRODUCER</b>  	<b>CONTACT NAME:</b> <b>PHONE (A/C, No. Ext):</b> <span style="float: right;"><b>FAX (A/C, No):</b></span> <b>E-MAIL ADDRESS:</b>  <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%; text-align: center;"><b>INSURER(S) AFFORDING COVERAGE</b></td> <td style="width: 20%; text-align: center;"><b>NAIC #</b></td> </tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </table>	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>												
<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>														
<b>INSURED</b>  	<b>INSURER A:</b> <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>														

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

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

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

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

<b>CERTIFICATE HOLDER</b>  	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE
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## Section X: Term Agreement Sample

### **SAMPLE ONLY**

### **CMSD TERM AGREEMENT**



#### **Term Agreement**

#### **Providing Pest Control Services on an “As Needed” Basis**

This Term Agreement is made and entered into by and between the **Cleveland Metropolitan School District** (the “District”), 1111 Superior Avenue E, Suite 1800, Cleveland, Ohio 44114 and **Vendor Name, Vendor Address (the “Vendor) for Providing Pest Control Services on an “As Needed” Basis** for the Cleveland Metropolitan School District.

Vendor agrees to adhere to all terms and conditions contained within the specifications and documentation of **RFQ # 21286 – Providing Pest Control Services on an “As Needed” Basis** and Vendor’s response thereto. The documentation submitted by Vendor during the Request for Qualification (RFQ Materials) shall be incorporated into this Agreement by reference; provided, however, that in the event of any conflict between such RFQ Materials and a provision in the main body or an addendum, exhibit or other attachment to this Agreement, the provision in the main body or other attachment to this Agreement shall prevail.

Vendor agrees and fully understands that their services and/or products will be based on an “as needed” basis according to the Proposal Form(s) submitted by the Vendor.

The Cleveland Metropolitan School District does not commit to any specific dollar figure or quantity amount being awarded to the Vendor for this Term Agreement or possible renewal periods. If Vendor is providing a specific service, vendor agrees to maintain all required insurance, without interruption, during the period of this Term Agreement.

The term of this Agreement will be from July 1, 2019 through June 30, 2020, 2020 with two (2) renewal options. The First Renewal Option is for the 20-21 School Year (July 1, 2020 through June 30, 2021). The Second Renewal Option is for the 21-22 School Year (July 1, 2021 through June 30, 2022) pending authorization of funds and resolution approval at the discretion of the District. CMSD reserves the right to request additional pricing from the awarded Vendors for services not identified herein. Vendor shall provide the best rates for services later identified by CMSD based on the request and in accordance with the specifications and requirements outlined herein. The

District does not guarantee utilization of services or make any comment as to minimum amount of services through the term of any awarded agreement.

Initial Term Agreement rates and/or prices and renewal option rates and/or prices are listed in Attachment "A", vendors submitted cost proposal, included and made a part herein. Vendor further agrees and understands that all pricing submitted with their proposal is non-negotiable, including renewal option periods unless agreed to in writing by the parties

Either party may cancel this Term Agreement by giving a thirty (30) day written notice to the other party.

Vendor is not to furnish any supplies or services without first obtaining a certified purchase order or "supplier contract" for said supplies or services. Invoices submitted to the District without a certified purchase order will **NOT** be paid. The District's obligations as to payment remain conditioned upon Vendor providing services and goods, if applicable, in accordance with this Agreement and in a reasonably prudent manner. Should Vendor fail to provide goods and services in accordance with this Agreement either in full or in part, the District reserves the right to refuse future payment as well as the right to collect for payments already tendered for any goods and services that have not been performed in accordance with the terms hereof. The District shall not be liable in any manner for expenses incurred by Vendor through its utilization of third-party Vendors or Contracts. To facilitate payments, Vendor shall submit invoices to the Cleveland Metropolitan School District Board of Education by email to [APIInvoice@clevelandmetroschools.org](mailto:APIInvoice@clevelandmetroschools.org).

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

**Insurance** – Vendor, at all times during the term of this Agreement, shall, at its sole cost and expense, obtain and keep in full force and effect:

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

All insurance policies shall be issued by an insurance company licensed to do business in the State of Ohio, and is satisfactory to the District, and contains an additional insured policy endorsement name with District as an additional insured.

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

- a. Vandalism damage is defined as damage resulting from criminal conduct for which an individual may (but not necessarily) b prosecuted under the Ohio Revised Code.

**Indemnification and Hold Harmless** – The Vendor 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 Vendor or its employees, officers, or agents, in the course of the Vendor’s performance of this Agreement or the Vendor’s failure to perform. This indemnification and hold harmless obligation survives the term of this Agreement.

**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 Vendor 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.

**No Damages for Delay** - The District shall not be held responsible for any loss, damage, costs, or expenses sustained by the Vendor 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 Vendor.

**Criminal Background Check** - Vendor 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 Vendor to the District at vendor’s expense.

**Damage to Buildings, Equipment, and Vegetation** - The Vendor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the District premises. If the Vendor’s failure to use reasonable care causes damage to any District property, the Vendor shall replace or repair the damage at no expense to the District as the District directs. If the Vendor fails or refuses to make such repair or replacement, the Vendor shall be liable for the cost, which may be deducted from the contract price.

**Default** – Any of the following events constitute default by the Vendor

- a. Failure to maintain the required insurance or equipment as well as failure to provide



quality/licensed personnel or quality and safe vehicles

b. Non-performance of any term, covenant, or condition of this Agreement by Vendor within the time period

c. Any act of insolvency by Vendor or the filing of any petition under any bankruptcy, reorganization, insolvency, receivership, or moratorium law, or any law for the relief of or relation to debtors

d. Failure of vendor to pay a third party(ies) resulting in any claim(s) against the District or the filing of Liens on Public funds

**Effect of Default** – In the event of any default by Vendor, 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 Vendors default

c. Cure the default and obtain reimbursement from Vendor

d. Exercise any other rights available to it in law or equity

**Miscellaneous -**

a. Vendor 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 Vendor's (Bid/Proposal), the terms of this Agreement shall govern.

e. The paragraph headings are for convenience only and shall not affect 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 vendor 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.

j. Time is of the essence in the performance of this contract.

**Conflict of Interest** - The Vendor represents that he/she is not an employee or board member of the Cleveland Metropolitan School District. The Vendor further represents that no employee or board member of the Cleveland Metropolitan School District has any ownership interest in or fiduciary duties to the Vendor or any of its parent affiliations and is not on the board of directors of the Vendor or hold any officer position with the Vendor. 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 Vendor or any of its parent affiliations and are not on the board of directors of the Vendor or hold any officer position with the Vendor. Vendor and the District acknowledge and agree that Vendor is an Independent Contract and has no authority to bind the District or otherwise act as a representative of the District.

Agreed to and signed this \_\_\_\_\_ day of \_\_\_\_\_, 2019

**Vendor**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**CLEVELAND METROPOLITAN SCHOOL DISTRICT**

\_\_\_\_\_  
Chief Operating Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief Financial Officer

\_\_\_\_\_  
Date

Approved to as Form: \_\_\_\_\_  
Chief Legal Counsel

\_\_\_\_\_  
Date

## Section XI: References

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

**Reference #1:**

Company/School Name: \_\_\_\_\_

Address: \_\_\_\_\_

Type of Business: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone and Fax#: \_\_\_\_\_

Dates of Service: \_\_\_\_\_

Description of Services Provided: \_\_\_\_\_

\_\_\_\_\_

**Reference #2:**

Company/School Name: \_\_\_\_\_

Address: \_\_\_\_\_

Type of Business: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone and Fax #: \_\_\_\_\_

Dates of Service: \_\_\_\_\_

Description of Services Provided: \_\_\_\_\_

\_\_\_\_\_

**Reference #3:**

Company/School Name: \_\_\_\_\_

Address: \_\_\_\_\_

Type of Business: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone and Fax#: \_\_\_\_\_

Dates of Service: \_\_\_\_\_

Description of Services Provided: \_\_\_\_\_



## **PART III: SPECIFICATIONS AND FORMS**

For the  
Cleveland Metropolitan School District

RFQ #21286

PEST CONTROL SERVICES

## **PEST CONTROL SERVICES SPECIFICATIONS**

### **PURPOSE**

The Cleveland Metropolitan School District is looking for one or more vendors to Provide Pest Control Services on an “As Needed” Basis for the Cleveland Metropolitan School District. Single and multiple vendor awards will be considered.

### **SCOPE OF SERVICES**

#### **SECTION A: GENERAL INFORMATION**

The following general service requirements apply to this RFQ and are in addition to any component or service-specific requirements presented.

- All prices must clearly delineate all costs.
- All prices must be line itemized, where applicable.
- Time and materials costs must be listed clearly, by like item, where applicable.
- An agreed-upon dispute resolution mechanism must be defined.
- There is no guarantee of any minimum amount of services that may be requested during the term of the contract.

#### **SECTION B: VENDOR PROFILE**

The primary attributes the District seeks in a vendor include:

- Demonstrated experience and success of vendor in providing the goods and services specified in this RFQ
- Responsiveness to specifications and an understanding of District needs.
- Capacity & resources to perform the services described in the RFQ.
- Availability and flexibility when it comes to meeting District needs.
- Ability to utilize local resources to meet CMSD medical supply needs and balance price of the services with overall benefit to community.

#### **SECTION C: CONTRACT PERIOD & AWARD**

The undersigned proposes to Provide Pest Control Services on an “As Needed” Term Agreement Basis in accordance with the Specifications and to the entire satisfaction of, and acceptance by, the District and for the following prices. The term of this agreement will be effective as of July, 1, 2019 and go through June 30, 2020 with two (2) renewal options. The First Renewal Option is for the 20-21 School Year (July 1, 2020 through June 30, 2021). The Second Renewal Option is for the 21-22 School Year (July 1, 2021 through June 30, 2022). CMSD reserves the right to request additional pricing from the awarded Vendors for services not identified herein. Vendor shall provide the best rates for services later identified by CMSD based on the request and in accordance with the specifications and requirements outlined herein. The District does not guarantee utilization of services or make any comment as to minimum amount of services through the term of any awarded agreement.

## SECTION D: SPECIFICATIONS

### Objective

The objective of this Request for Quotations (RFQ) is to award a contract for pest control service for the schools and other facilities of the Cleveland Metropolitan School District (CMSD) to the vendor offering the highest quality service at the best value.

### Experience on Similar or Relevant Projects/Firm References

Provide the names of three (3) businesses/institutions in Ohio that have, or have had, contracts with your firm of a similar size and scope as described herein. For each customer named, indicate: a) number of years as a customer; b) contact names and numbers; and c) general type of business and pest control services provided d) name of your firm's account representative for each contract location. The District reserves the right to verify this information if it so chooses.

### Profile of Company

Include a brief profile of your company to include:

- Number of years in business
- Type of organization
- Name of principals
- Brief history of company
- Total number of employees
- Bonding company and bonding dollar amount capabilities
- Environmental and safety programs

### Certificate of Insurance

Provide a sample insurance certificate to verify bidder's ability to obtain the required insurance for this work.

### Price Proposal Requirements

Price is to be completed on the "Cost Proposal Form". All Proposal pricing shall be exclusive of taxes, where applicable. A copy of the District's Tax Exempt Certificate is available upon request.

The offeror shall submit one monthly invoice for payment of all IPM Program Services to West Des Moines Community School District, Operations Department, in care of the IPM Coordinator. This contract will include optional monthly monitoring.

### Scope of Service

The Contractor shall furnish all supervision, labor, materials, and equipment necessary to accomplish the monitoring, management and pest removal components of the pest program. The Contractor will perform routine pest control services in a manner that does not adversely affect the students, teachers, or staff of CMSD. The Contractor shall also provide written site-specific recommendations for structural and procedural modifications to aid in pest prevention. The Service provided will include pest monitoring on a monthly basis at the minimum, proper identification and management of pests consistent with IPM principles, recommendations to prevent future pest infestations, and inspections upon request at various facilities or monthly if requested.

The Contractor shall adequately suppress the following pests:

- Indoor populations of rodents, insects, arachnids, and other arthropod pests not specifically excluded from the contract.
- Outdoor populations of potentially indoor-infesting species that are within the school property.
- Nests of stinging insects within the property boundaries of the specified buildings.
- Individuals of all excluded pest populations that are incidental invaders inside the specific buildings, including winged termite swarmers emerging indoors.

Management of pests not written here may be requested as an additional service, not included within the scope of this IPM contract.

### **District Facilities**

The contract for pest management includes all school district sites and facilities listed in Table 1 and immediate perimeters of buildings. The area of service may include athletic fields or outdoor turf areas. At certain school district sites, playground areas may be included within the Agreement scope in the event of a pest outbreak that requires immediate attention. Any pesticide application occurring greater than six (6) feet beyond the building perimeter shall include posting as required by State law.

### **District Contact Person**

The District contact for all pest management communications and decisions is the Facilities Manager. The assigned liaison at each individual building will be the respective custodians.

### **Pest Management Plans**

Monitoring: The Contractor shall describe the products and procedures used for identification of pest presence, access and harborage locations (i.e., monitoring for cockroaches, bed bugs, ants, birds, raccoons, hornets nests, bees nests, and any type of small animal). Bed Bugs need to be monitored using monitoring equipment. Types of monitors and number required shall be discussed. Monitors shall be in good working condition at all times. Any changes in the monitoring program at a particular school district building site shall be communicated to the IPM Coordinator on the inspection form.

Materials and Equipment: The Contractor shall provide current labels and Material Safety Data Sheets (MSDS) for all pesticide products to be used. In addition, brand names shall be provided for all application equipment, rodent bait boxes, monitoring and trapping devices, and any other control equipment that may be used to provide service.

Service Schedule: The Contractor shall provide service schedules that include the frequency of Contractor visits. The Contractor must be on call as needed. The schedule must minimize the disruption of building activities and be pre-approved by the IPM building liaison. The Contractor must check in with the custodian to register the date, purpose of visit, activities performed, and duration of visit. When it is necessary to perform work outside of the regularly scheduled service time, the Contractor shall notify the IPM building liaison at least one (1) day in advance.

Commercial pesticide applicator certificates or licenses: The Contractor shall provide copies



of the company pest control license and dated pesticide applicator certificates for every employee who will be performing on-site services under this contract.

### **Records and Documentation**

The vendor must follow designated guidelines. The Contractor shall be responsible for maintaining a pest control logbook for each school district site and facility specified in this Agreement. These records shall be kept onsite in the custodial office and maintained on each visit by the Contractor. The logbook shall contain the following:

**Pest Management Plan:** A copy of the District Pest Management Plan and specific site work plan, including all labels, MSDS's, pesticide applicator certificates for Contractor personnel and the service schedule.

**Forms:** Documentation of findings and pest control activities to include the following:

**Pest Sighting Forms:** The building IPM liaison will maintain pest sighting forms. All occupants will report pest sightings to this individual for documentation which will include date, time, location and tentatively identified pest species. This information will be made available to the Contractor during scheduled inspections. It is the Contractors responsibility to verify pest species prior to recommending any treatment procedures.

**Site Visit Log:** The Contractor will log the date, purpose of visit, action taken, follow-up required and duration of visit for each site visit. Special note of emergency or special services must be recorded.

**Inspection Form:** Inspection activities will be documented on standard inspection forms and maintained in the logbook.

**Monitoring Log Sheet:** All observations from pest monitoring activities will be recorded on the monitoring log sheet.

**Intent to Apply Pesticide:** Documentation will include type of material to be used, building, location, and time of treatment, at least 72 hours prior to pesticide application. In certain emergency situations, the IPM Coordinator may deem is necessary to shorten or waive the notification period. No pre-notification is required if the pesticide is formulated as a bait or in a containerized bait box, however all bait related activities shall be recorded on the form. Any treatment performed by the Contractor shall be justified by reported sightings as listed on the Inspection Form or Pest Sighting Forms. Pest species verification must be completed prior to recommending any treatment procedures.

**Pesticide Use Log Sheet:** Documentation will include pesticide and coverage information. Floor plan of the area serviced for each chemical control application may be included if necessary.

### **Monthly Service Reports**

The Contractor shall provide service reports upon request. The service reports shall include, but not be limited to, the following:

- Man-hours for routine services

- Location, man-hours, and work description of special, emergency, and additional services
- Identification and listing of type and quantity of pesticides and containerized baits used
- Written statement of recommended structural and procedural modifications for District facilities

### **Service Requirements**

General: Upon completion of work, the contractor or their employee will notify the custodian and submit verification of services completed. In the event, additional services are required (call back): all such work will be done at no cost to CMSD.

Professional Services: The services/consultation of an Entomologist or Biologist must be provided to the school system at no additional cost if the need arises.

Training and Updates: The Contractor may be asked to conduct semi-annual educational seminars for school system staff on IPM practices in order to promote understanding and assistance with the IPM program.

Safety and Health: The Contractor shall observe all safety precautions throughout the performance of this Agreement. All work shall be in strict accordance with all applicable Federal, state, and local health and safety requirements. Where there is a conflict between applicable regulations, the most stringent will apply. The Contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work. The Contractor will provide whatever additional personal protective equipment required for safe application of chemicals or other pest control devices.

Special Entrance: Certain areas within some buildings may require special entrance instructions. Any restrictions associated with these special areas will be explained by the District IPM Coordinator. The Contractor shall adhere to these restrictions and incorporate them into the Pest Management Plan.

Uniforms and Protective Clothing: All Contractor personnel working in or around buildings specified in this Agreement shall wear distinctive uniform clothing. All Contractor personnel must possess proper identification and proof of credentials while at school sites and facilities. The Contractor shall determine the need for and provide any personal protective items required for the safe performance of work. Protective clothing, equipment, and devices shall, as a minimum, conform to U.S. Occupational Safety and Health Administration (OSHA) standards for the products used, and should be provided by the Contractor.

Vehicles: Vehicles used by the Contractor shall be identified in accordance with state and local regulations.

Laws and Regulations Compliance: In addition to compliance with all OSHA requirements, the contractor will meet all EPA, other Federal, State and Local regulations related to, but not limited to, the application, licensure, usage, and instructions concerning pesticides and fumigant products used. The contractor will have on staff at the time of service Certified Commercial Pesticide Applicators in the category of Industrial, Institutional, Structural, and Health Related Pest Control.

### **Use of Chemical Control Methods**

The Contractor shall be responsible for application of pesticides according to the label. All pesticides used by the Contractor must be registered with the United States Environmental Protection Agency and the State of Iowa.

The Contractor shall adhere to the following rules for chemical control products:

The Contractor shall not apply any pesticide product that is not included in the Pest Management Plan or pre-approved by the IPM Coordinator. Transport, handling, and use of all pesticides shall be in strict accordance with the manufacturer's label instructions and all applicable Federal, State, and local laws and regulations. The use of a Category I pesticide in a school is considered unnecessary and is not part of an IPM program. Use of a Category II pesticide is considered only in those unusual circumstances where alternative treatments have failed. Chemical pest management strategies must be initiated with Category III pesticides.

Pesticide application shall be according to need and not by schedule. Such chemical control methods shall not be applied unless visual inspections or monitoring devices indicate the presence of pests in excess of the threshold levels in a specific area, and non-chemical control methods have proved unsatisfactory. Preventive chemical control treatments in areas where there is a potential for insects and rodents will be evaluated on a case-by-case basis with the IPM Coordinator.

As a general rule, The Contractor shall apply all insecticides as "crack and crevice" treatments only, defined in this Agreement as treatments in which the formulated insecticide is not visible to a bystander during or after the application process. Application of insecticides to exposed surfaces or as space sprays (fogging) shall be restricted to exceptional circumstances where no alternative measures are practical. The Contractor shall obtain approval from the IPM Coordinator prior to any such application. The Contractor shall take all necessary precautions to ensure tenant and employee safety, and all necessary steps to ensure the containment of the pesticide to the site of application. No pesticide is to be applied in any room or area while in use or occupied by faculty, staff, or students, with the exception of pre-approved containerized baits. The Contractor will follow all requirements on product labels including re-entry time periods.

Insecticide bait formulations shall be the standard pesticide technology for cockroach and ant control, with alternate formulations restricted to unique situations where baits are not practical.

The Contractor shall not store any pesticide product in the buildings specified in this Agreement.

Non-pesticide controls include the use of a portable vacuum for initial pest suppression and the use of indoor trapping devices. Bait formulations shall be used where appropriate. Sticky traps will be used to monitor indoor insect populations and be used to evaluate the effectiveness of efforts wherever necessary. Traps must be concealed and may not readily accessible to students.

### **Rodent Control**

Rodent control inside occupied facilities may be accomplished with trapping devices. All such devices shall be concealed and in protected areas so as not to be disturbed by school operations.

When trapping devices are deployed they shall be checked as agreed upon. The Contractor is responsible for disposing of all trapped rodents or rodent carcasses in an appropriate manner. Other treatment techniques require the submittal to the Pest Control Coordinator for review and approval.

Rodenticides may be used when deemed essential for adequate rodent control. The Contractor shall obtain approval from the IPM Coordinator prior to making any interior rodenticide treatment. All rodenticides, regardless of packaging, shall be placed either in locations not accessible to children, pets, wildlife and domestic animals, or in EPA-approved tamper-resistant bait boxes. As a general rule, rodenticide application outside the building shall emphasize the direct treatment of rodent borrows wherever feasible.

Outdoor bait boxes shall be placed out of general view where they will not be disturbed by school operations. The lids of the boxes shall be securely locked or fastened shut. Bait shall always be secured in the feeding chamber of the box and never placed in the runway or entryways of the box. All bait boxes shall be labeled on the inside with the Contractor's business name and address. The outside of the box shall be dated at the time of installation and after each service. Inspections of bait boxes shall occur at least monthly during the year.

### **Insect Control**

Non-Pesticide Products and Use: The contractor will use non-pesticide methods of control whenever possible.

Portable vacuums rather than pesticide sprays will be used for initial cleanout of cockroach infestations, for swarming (winged) ants. In addition, use vacuums for the control of spiders in webs whenever appropriate.

Use trapping devices for indoor fly control whenever possible.

Sticky traps will be used to guide and evaluate indoor pest control efforts whenever necessary.

Pesticide products and use: When the contractor determines that a pesticide must be used to achieve adequate control, he or she will use the least hazardous material, the most precise application technique, and the minimum quantity of pesticide necessary to achieve the desired effect.

The contractor will be responsible for the application of the chemicals in the method proscribed on the label. All pesticides used by the contractor must be registered with the EPA and the state jurisdiction.

The transport, handling, and use of all pesticides will be in strict compliance with the manufacturer label instructions and all applicable federal and state laws and regulations.

### **Structural Modifications and Recommendations**

The Contractor is responsible for advising the IPM Coordinator, in writing, about any structural, sanitary, or procedural modifications that will reduce pest access, food, water and harborage. The Contractor shall not be responsible for carrying out structural modifications as part of the pest control efforts. The Contractor shall be responsible for adequately suppressing all pests included in this Agreement until such time as the appropriate preventive measures are enacted. The District is committed to completing the necessary preventive measures in a reasonable and timely fashion.

### **Waste Disposal**

The Contractor is responsible for all waste generated by their work on school grounds. Non-

hazardous solid waste products shall be removed from the work-site and placed in dumpsters located on school property. All non-hazardous liquid waste must be removed from school property by the Contractor. All hazardous waste materials generated by the Contractor during servicing shall be removed from the school property and disposed of in accordance with all applicable Federal, State and County Laws and Regulations. For the purpose of this contract, any waste chemical suppressant will be considered the property of the Contractor. Under no circumstance is any hazardous material to be disposed of at any location in the school system. It shall be the responsibility of the Contractor to insure the hazardous waste materials are properly packaged, labeled and transported in accordance with all applicable Federal, State and County Laws and Regulations. Costs of disposal are to be borne by the Contractor.

**SECTION E: COST QUOTATION FORM**

**RFQ #21286 - Pest Control Services**

The undersigned proposes to provide Pest Control Services in accordance with the Specifications and to the entire satisfaction of, and acceptance by, the District and for the following prices. The term of this agreement will begin on July 1, 2019 and go through June, 2021 with two (2) renewal options. The First Renewal Option is for the 20-21 School Year (July 1, 2020 through June 30, 2021). The Second Renewal Option is for the 21-22 School Year (July 1, 2021 through June 30, 2022). CMSD reserves the right to request additional pricing from the awarded Vendors for services not identified herein. Vendor shall provide the best rates for services later identified by CMSD based on the request and in accordance with the specifications and requirements outlined herein. The District does not guarantee utilization of services or make any comment as to minimum amount of services through the term of any awarded agreement.

	<b>For The 2019-2020 School Year</b>	<b>For The 2020-2021 School Year</b>	<b>For The 2021-2022 School Year</b>
<b>Hourly Rate</b> Inclusive of all labor, materials, transportation costs, and administrative fees			
<b>Monthly (for monitoring)</b>			
<b>Optional Pricing</b>			

*Vendors must complete the signatory requirement below*

COMPANY NAME: \_\_\_\_\_

REPRESENTATIVE: \_\_\_\_\_  
(PRINTED NAME) (TITLE)

SIGNATURE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_

TELEPHONE: ( ) \_\_\_\_\_ FAX NO: ( ) \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

DATE: \_\_\_\_\_

## APPENDIX A

### PEST MANAGEMENT GLOSSARY

**Action Threshold (Action Level).** The number of pests or level of pest damage that triggers a control action.

**Active Ingredient.** The chemical or chemicals in a pesticide responsible for killing or repelling a pest. Active ingredients are listed as part of the Ingredient Statement on all pesticide labels.

**Anti-microbial Pesticide.** A pesticide used for control of microbial pests, including viruses, bacteria, algae and protozoa, or for the purpose of disinfecting or sanitizing. Anti-microbials do not include fungicides used on plants.

**Bait.** A food or other substance used to attract a pest to a pesticide or trap.

**Biological Control.** Control of pests using predators, parasites, and disease-causing organisms. Biological controls may be naturally occurring or introduced.

**Botanical Pesticide.** A pesticide produced from plant-based chemicals. Examples include nicotine, pyrethrins, and strychnine.

**Brand Name.** The name or designation of a specific pesticide product or device made by a manufacturer or formulator.

**Broadcast.** A pesticide application method of applying a pesticide over an entire area.

**Certified Applicator.** An individual who demonstrates a higher level of competence of pesticide use by meeting criteria established by the Iowa Department of Agriculture and Land Stewardship.

**Chemical Control.** The use of a pesticide to reduce pest populations or activity.

**Chemical Name.** The scientific name of the active ingredient(s) found in a formulated product. The chemical name is derived from the chemical structure of the active ingredient.

**Common Name.** A name given to a pesticide active ingredient by a recognized committee on pesticide nomenclature. Many pesticides are known by a number of trade or brand names, but the active ingredient has only one recognized common name.

**Crack and Crevice Treatment.** A pesticide application method in which small quantities of pesticides are placed precisely into cracks, crevices, and other small openings where pests hide.

**Cultural Control.** A pest control method that involves changing human habits and practices such as sanitation, work practices, and garbage pickups schedules. This also includes altering landscape design, installation, and maintenance of grounds to reduce pest activity and damage.

**Environmental Protection Agency (EPA).** The federal agency responsible for ensuring the protection of humans and the environment from the potential adverse effects of pesticides.



**EPA Registration Number.** A number assigned to a pesticide product when the product is registered for use by the EPA. The number must appear on all labels for a particular product.

**Formulation.** The pesticide product as purchased, containing a mixture of one or more active ingredients, carriers (inert ingredients), and other additives that make it easy to store, dilute, and apply.

**Harborage.** The hiding places or protected areas where pests live, such as cracks and crevices.

**Inert Ingredients.** Materials in a pesticide formulation that do not have anti-pest activity.

**Integrated Pest Management (IPM).** A managed pest control program in which methods are integrated and used to keep pests from causing economic, health-related, or aesthetic injury through the utilization of site or pest inspections, pest population monitoring, evaluating the need for control, and use of one or more pest control methods including sanitation, structural repair, nonchemical methods, and pesticides, when nontoxic options are unreasonable or have been exhausted, in order to minimize the use of pesticides and minimize the risk to human health and the environment associated with pesticide applications.

**Insect Growth Regulator (IGR).** A pesticide that mimics insect hormones, responsible for controlling molting and development of some insects systems. This disrupts the insect's ability to develop from the immature form to an adult.

**Key Location.** A site in a landscape or structure where pests occur more frequently or cause greater amounts of damage that requires intervention.

**Key Pest.** An insect, mite, disease, nematode, or weed that frequently results in unacceptable damage and typically requires a control action. Key pests vary among geographic regions. Key pest status is dependent on action thresholds set for the pest and the status may differ among specific sites on school grounds and buildings. For example, cutworm may be a key pest on high-visibility athletic fields, but not on adjacent lawn areas. Routine or regularly scheduled pesticide applications may mask key pests.

**Label.** The written material attached to or on all pesticide containers that provides the instructions users must legally follow.

**Least Hazardous Materials.** A control strategy that uses materials, practices and methods, including the use of chemicals, in a manner that causes the least exposure or harm to humans and the environment. The "least hazardous materials" strategy considers the pest control method, toxicity of the product, and exposure to occupants. For example, the use of a nonvolatile material formulation and/or application method is considered a "least hazardous materials" strategy, as opposed to a broadcast application and/or use of a volatile material.

**Least-impact Pest Control Options.** Pest control actions that have very low mammalian toxicity, or ready-to-use, nonvolatile formulations of baits in tamper-resistant bait stations placed in areas inaccessible to children and staff. Nonchemical pest control options, such as cultural, mechanical, or physical controls, are considered least-impact options.

**Mechanical Control.** The removal of pests by vacuuming, hand picking, pruning, crushing, dislodging by water or air, or disruption of pest activity and movement by impediments.

**Monitoring.** A systematic pest inspection conducted at regular intervals to determine the types of pests, their numbers, the amount of damage caused by pests, entry points, access to food, water, and harborage sites, and the effectiveness of treatment methods. Beneficial organisms are also observed during monitoring.

**Nonchemical Controls.** Pest control measures that do not use pesticides or other chemicals. Nonchemical controls include biological, physical, mechanical, and cultural tactics and strategies.

**Nontarget.** Any site or organism other than the site or pest toward which control measures are directed.

**Pathogen.** A living microorganism, usually a bacterium, fungus, mycoplasma or virus, that can cause disease when a host is present under the right environmental conditions.

**Pest.** Any living organism (animal, plant, or microorganism) that interferes with or threatens human, animal or plant health, property or the environment. A pest in one environment may be beneficial in another. For example, many plants that are considered weeds when found in lawns can be essential to the restoration of natural landscapes after a disturbance such as flood, fire, or human intervention.

**Pesticide.** A substance used to control, pre-vent, destroy, repel, or mitigate any pest.

**Pest-proofing.** A nonchemical, physical control measure to prevent the entry or movement of pests into or out of a structure or area. Pest-proofing might include sealing and caulking of crevices and holes, or installing screens and door sweeps.

**Pesticide Business License.** The license that is required of any business offering pest control services or applying general or restricted-use pesticides for hire, or as part of a service or contract agreement.

**Physical Control.** Habitat alteration or changes in physical structure to reduce pest populations or their activity. Physical controls address problems such as caulking holes and cracks, sealing doors and windows, reducing moisture, or improving ventilation.

**Quality Control.** An inspection and review of the pest control program to evaluate success and identify shortcomings of the program.

**Reduced-impact Pest Control Options.** Pest control options with low mammalian toxicity, formulations that do not present an obvious physical hazard, and with active ingredients that are not known to cause cancer or disrupt human hormones.

**Re-entry Period.** The time that must elapse from the completion of a pesticide application until the students and staff may re-enter the building.

**Registered Pesticides.** Pesticide products that have been registered by the Environmental Protection Agency (EPA) for the uses listed on the label.

**Residual Pesticide.** A pesticide that continues to remain effective on a treated surface or area for an extended time period following application.

**Routine Pesticide Application.** A prescheduled pesticide application performed as a preventive measure without confirmation of pest presence or levels of infestation.

**Sanitation.** Measures that promote cleanliness and pest-free surroundings. Indoors pest control sanitation involves removing pest food sources and physically altering potential access and harborage sites. Outdoors removal of plants or plant parts that serve as harborage or a source of inoculum for pests.

**Space Spray.** A pesticide that is applied as a fine spray or mist to a confined area, usually used to kill flying or crawling insects.

**Spot Treatment.** A pesticide application restricted to specific areas or plants. For indoor pests areas do not exceed 2 feet. Spot treatments are applied where pests are likely to occur, such as portions of floors or walls, or the base or underside of equipment. In landscapes and on grounds spot treatments include individual plants, parts of plants, sections of turfgrass but never entire landscapes.

**Tamper-resistant Bait Station.** A container for toxic bait that is used for rodent and insect control. Tamper-resistant bait stations provide the least risk to children, pets, and other animals. As defined by the Environmental Protection Agency (EPA), the bait stations must be durable, lockable, have warning labels, and be anchored to keep them in place.

**Toxicity.** The ability of a pesticide to cause harmful, acute, delayed, or allergic effects.

**Void Treatment.** A pesticide application method in which a spray or dust is injected or blown into the empty spaces inside walls, false ceilings, or other enclosed areas.