



REQUEST FOR PROPOSALS #21291

FOR

Grounds Keeping and Snow Removal Services

**FOR THE
CLEVELAND MUNICIPAL SCHOOL DISTRICT**

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

**UNDER THE DIRECTION OF THE 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 #21291

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 October 22, 2019**. This RFP will not be publicly opened.

Grounds Keeping and Snow Removal Services

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

There will be a Pre-Proposal Conference on September 26, 2019 at 10:00 AM. 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 September 30, 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 7, 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No proposal may be withdrawn for at least ninety (90) days after the deadline for submittal.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
September 20, 2019

Section I: Instructions to Proposers

GROUNDS KEEPING AND SNOW REMOVAL SERVICE

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 **October 22, 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 **October 22, 2019**.
5. Written questions may be directed to the Purchasing Division via email to: **seletha.thompson@clevelandmetroschools.org** no later than **12:00 pm September 30, 2019**. The District will **NOT ACCEPT** any telephone calls regarding any of the submittals and/or "short lists." Under no circumstances should any firm interested in providing the services identified in this Bid, their designees, or anyone affiliated with their firm, contact any other District employee or official during the Bid process, in an attempt to lobby or influence the selection of a vendor pursuant to this Bid. No oral, telephonic, telegraphic, or electronic modifications will be considered.
6. The Cleveland Metropolitan School District reserves the right to reject any and all 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, **October 22, 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: 15% for Services

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 #21291

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

Addendum Number

Date of Receipt

Proposer: _____

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

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

Signature: _____ Date: _____

Section II: Acknowledgement

(Name of Company)

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

By: _____
(Name and Title)

Date: _____

Section III: Vendor Request Form

VENDOR INFORMATION

VENDOR NUMBER
(IF APPLICABLE)

VENDOR NAME

ADDRESS LINE 1

ADDRESS LINE 2

CITY

STATE

ZIP

TELEPHONE

NO.

FAX NO

Area Code *Number*

Area Code *Number*

E-MAIL ADDRESS

PRIMARY CONTACT

PERSON

REMIT TO (IF DIFFERENT FROM ABOVE)

VENDOR NAME

ADDRESS LINE 1

ADDRESS LINE 2

CITY

STATE

ZIP

TELEPHONE

NO.

FAX NO

(Area Code) *Number*

(Area Code) *Number*

PRIMARY SERVICE, PRODUCT, OR SPECIALTY:

-

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

PLEASE INDICATE WHERE APPLICABLE

DIVERSITY BUSINESS

ENTERPRISE:

YES

☐

NO

☐

MINORITY BUSINESS

ENTERPRISE:

YES

☐

NO

☐

FEMALE BUSINESS ENTERPRISE:

YES

☐

NO

☐

Section IV: Taxpayer ID Form

Form W-9 <small>(Rev. October 2018) Department of the Treasury Internal Revenue Service</small>	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
2 Business name/disregarded entity name, if different from above		
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.		
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in this line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____ </div> <div style="width: 45%;"> <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate </div> </div>		
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>		
5 Address (number, street, and apt. or suite no.) See instructions.		Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

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

Social security number									
or									
Employer identification number									

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

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
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General Instructions
 Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.
Purpose of Form
 An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (Interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

 Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
 If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Cat. No. 10231X
Form **W-9** (Rev. 10-2018)

Section V: No Bid/Proposal Form

RFP #21291

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

To all prospective bidders/proposers:

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

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

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

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

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

Name of Company: _____

Company Representative: _____

Address: _____

City, State: _____ Zip Code: _____

Telephone Number: _____

Fax Number: _____

Date: _____

Section VI: Certificate of Debarment



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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

Business Name _____

Date _____

By _____
Name and Title of Authorized Representative

Signature of Authorized Representative



Section VI: Certificate of Debarment Pg. 2

- 2 -

INSTRUCTIONS FOR CERTIFICATION

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

Section VII: Conflict of Interest Form

Statement of Potential Conflicts of Interest

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

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

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

Yes_____ No_____

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

Name:_____

Position:_____

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

_____%

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

Yes_____ No_____

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

Name:_____

Job Duties:_____

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

CERTIFICATION

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

NOTARIZED STATEMENT

_____ being duly sworn and deposes says

That he/she is the _____ of
(title)

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

(signature)

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

Notary Public: _____

My commission expires: _____

Section VIII: Bidder/Proposer Qualifications Form

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

PROPOSER NAME: _____

ADDRESS: _____

CITY; STATE: _____ ZIP: _____

CONTACT PERSON: _____

TITLE: _____

TELEPHONE: () _____ TOLL FREE: () _____

TAXPAYER IDENTIFICATION NUMBER: _____

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

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

Owned vehicles_____

Non-Owned vehicles_____

Name of insuring company_____

Policy number_____

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

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

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

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

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

Notarized Statement

_____ being duly sworn and deposes says

that he/she is the _____ of
(title)

_____, and answers to all the
(organization)

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

(signature)

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

Notary Public: _____

My commission expires: _____

Section IX: State of Ohio Insurance

Sample: State of Ohio Insurance

S A M P L E

STATE OF OHIO

DEPARTMENT OF INSURANCE

CERTIFICATE OF COMPLIANCE

As Superintendent of Insurance of the State of Ohio, I

do hereby certify that _____

a corporation located at _____

in the State of _____

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

authorized to transact in this state its appropriate

business of insurance as prescribed under Section 3941.02.

of Ohio, including Fidelity Insurance.

From _____ 20____, until _____

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

Superintendent of Insurance of Ohio

Section X: Sample Certificate of Liability Insurance

Sample: Acord Certificate of Insurance

		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)														
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.																		
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).																		
PRODUCER		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):																
INSURED		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr><td>INSURER A:</td><td></td></tr> <tr><td>INSURER B:</td><td></td></tr> <tr><td>INSURER C:</td><td></td></tr> <tr><td>INSURER D:</td><td></td></tr> <tr><td>INSURER E:</td><td></td></tr> <tr><td>INSURER F:</td><td></td></tr> </table>			INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A:		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #																	
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INSURER E:																		
INSURER F:																		
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">COVERAGES</th> <th style="text-align: left;">CERTIFICATE NUMBER:</th> <th style="text-align: left;">REVISION NUMBER:</th> </tr> </table>					COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:											
COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:																
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.																		
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS											
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PROP AGG \$											
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$											
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS						EACH OCCURRENCE \$ AGGREGATE \$											
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$											
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)																		
CERTIFICATE HOLDER				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE														

Section XI: Non-Collusion Affidavit

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

NON-COLLUSION AFFIDAVIT
State of Ohio, Cuyahoga County

_____, being first duly sworn, deposes and says that

he/she is _____ of _____

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

Affiant

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

Notary Public in and for Cuyahoga County, Ohio

My commission expires: _____

Section XII: Diversity Business Enterprise Program and Participation Forms

PROGRAM OVERVIEW

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

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

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

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

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

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

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

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

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

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

Definition of DBE: A Diversity Business Enterprise (DBE)

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

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

Definition of FBE: Female Business Enterprise (FBE)

"Female-owned small business concern" means a small business concern:

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

TERMS

1. DBE participation will be counted toward meeting the goals outlined in the notice as follows:
 - a. The total dollar value of a correct contract or subcontractor indirect subcontract awarded toward a certified DBE will be counted toward the applicable goal.
 - b. In the case of a joint venture, certified by the Cleveland Municipal School District, the portion of the total dollar value of the contract equal to the percentage of the ownership and control of the DBE partner in the joint vendor will be counted toward the applicable goal. (PLEASE RETURN DBE FORM E)
 - c. Only expenditures to DBE that perform a commercially useful function in the work of a contract or subcontract or indirect subcontract will be counted toward DBE goals. A DBE is considered to perform a commercially useful function when it is responsible for execution of a distinct element of work of a contract or subcontract and carries out its responsibilities by actually performing, managing, and supervising the work involved. If a DBE contractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of normal industry practices, the DBE is presumed not to be performing a commercially useful function. The DBE may present evidence to rebut this presumption.
 - d. The total dollar value of materials and supplies obtained from DBE suppliers and manufacturers will be counted toward DBE goals if the DBE assumes the actual and contractual responsibility for the provision of the materials and supplies.
2. A proposer who fails or refuses to complete and return this Notice may be deemed a non-responsive proposer.
3. The contractor's goals as set forth in this Notice shall express the contractor's commitment to the percentage of DBE utilization during the term of this contract. The contract shall be deemed to have met its commitment for DBE utilization if the DBE utilization rate of the contractor meets the goals established by this Notice.
4. The contractor must receive the approval of the District before making substitutions for any subcontractors

listed in the Notice. Substitution of DBE is not allowed unless the contractor receives District approval.

5. The contractor's commitment to a specific goal is to meet the DBE objectives and is not INTENDED and shall not be used to discriminate against any qualified company or group or companies.
6. The contractor's commitment to a specific goal for DBE utilization as required by this Notice shall constitute a commitment to make every good faith effort to meet such goal by a subcontracting to or undertaking to joint venture with DBE firms. If the contractor fails to meet the goal, it will carry the burden of furnishing sufficient documentation as part of the proposal response of its good faith efforts to justify a grant of relief from the goals set forth in this Notice. Such justification will take the forms of a detailed report which will document at least the following information:
 - a. Attendance at the pre-proposal meeting, if any, scheduled by the District to inform DBE's of Subcontracting opportunities under a given solicitation.
 - b. Advertisement in general circulation media, trade association publications, and minority-focus media for at least twenty (20) days before bids or proposals are due. If twenty (20) days are not available, publication for a shorter reasonable time is acceptable.
 - c. Written notification to DBE that their interest in the contract is solicited, and follow-up contact to determine whether the DBE's were interested.
 - d. Efforts made to select portions of the proposed work to be performed by DBE in order to increase the likelihood of achieving the stated goals.
 - e. Efforts to negotiate with DBE for specific sub-proposal, including at a minimum:
 - i. The names, addresses, and telephone numbers of DBE's that were contacted.
 - ii. A description of the information provided to DBE regarding the plans and specifications for portion of the work to be performed; and
 - iii. A statement of why additional agreements with DBE were not reached.
 - iv. Completion of (Form E) if DBE's are not involved in the RFP.
 - f. Concerning each DBE the supplier/contractor contacted but rejected as unqualified, the reasons for the supplier's/contractor's conclusion.
 - g. Efforts made to help the DBE's contacted that needed assistance in obtaining required bonding, lines of credit, or insurance.
 - h. Use of the services of minority community organizations, minority contractor's groups, governmental minority business assistance offices, and other organizations that assist in the recruitment and placement of DBE's.
7. Suppliers/contractors that fail to meet DBE goals and fail to demonstrate sufficient good faith efforts are not eligible for contract awarded.
8. The District, through its Diversity Officer will review the contractor's minority business enterprise involvement efforts during performance of this contract. Such review will include, but not be limited to, contractor's quarterly statement of income from the District and what portion of said income went to the DBE enterprise(s) as evidenced by affirmation of the DBE enterprise(s) which the contractor hereby agrees to supply each quarter during the term of its contract with the District. If the contractor meets its goal or if the contractor demonstrates that every reasonable effort has been made to meet its goal, the contractor

shall be presume to be in compliance. Where the Diversity Officer finds that the contractor shall be presume to be in compliance. Where the Diversity Officer finds that the contractor has failed to comply with the requirements of this Notice, said Diversity Officer shall inform the Purchasing Director who shall immediately notify the contractor to take corrective action. If the contractor fails or refuses to comply promptly, then the Purchasing Director, upon approval of the District, shall issue an order 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 (Product or Service): _____

Date of Proposed Contract Award: _____

Amount of Proposed Contract Award: _____

Diversity Business Enterprise Subcontractor(s):

Dollar Amount Subcontract Award: _____

Percent of Subcontract Award: _____

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

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

Name of EEO Officer: _____

(Signature of owner, partner, or authorized officer)

Name: _____ Dated: _____

(printed)

Title: _____

DO NOT COMPLETE BELOW THIS LINE

___ Compliant ___ Compliance Pending ___ Non-Compliant

Compliance Date: _____

(signature, DBE Department)

(date)

2: DBE Form B

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

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

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

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

Proposer: _____

Date: _____

By: _____

Title: _____

Definition of DBE: A Diversity Business Enterprise (DBE)

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

3: DBE Form C

SCHEDULE MBE/FBE PARTICIPATION

Project Name: _____

Name of Non-DBE Contractor: _____

Identification Number: _____

Location: _____

Name of Minority Contractor: _____

Address: _____

City, State, Zip: _____

Type of work to be performed and work hours involved:

Projected commencement and completion dates for work:

Agreed price in dollars or percentage:

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

TO BE RETURNED WITH THE PROPOSAL

Signature of Non-DBE Prime Contractor

Date: _____

4: DBE Form D

DBE LETTER OF INTENT

To: _____
Non-DBE Prime or General Proposer

Project: _____

NON-DBE PRIME OR GENERAL PROPOSER

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

☐ an individual ☐ a corporation ☐ a partnership ☐ a joint venture

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

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

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

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

Items _____

Projected Commencement Date _____

Projected Completion Date _____

_____ % (percent) of the dollar value of the subcontract will be sublet and/or awarded to NON-DBE contractor (s) and/or NON-FBE SUPPLIERS. The undersigned will enter into a formal agreement for the above work with you conditioned upon your execution of a contract with the Cleveland Municipal School District.

Date

Name of DBE Firm (where applicable)

Signature of DBE (where applicable)

Signature of MBE Firm

(TO BE RETURNED WITH RFP)

Name of FBE Firm

Signature of FBE Firm

5: DBE Form E

DBE Unavailability Certification

I, _____,
Name Title

Of _____, certify that on _____
Date

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

Board Project: _____

Minority Contractor: _____

Work Items Sought: _____

Form of Proposal Sought: _____

Female Contractor: _____

Work Items Sought: _____

Form of Proposal Sought: _____

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

Signature, Non-DBE prime Proposer

Date

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

_____ by _____
Date Non-DBE Prime Proposer

Signature, Non-DBE Prime Proposer

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

Signature, Non-DBE prime Proposer

6: DBE Form F

Non-Minority Prime Affidavit For DBE

STATE OF
COUNTY OF

}

} SS.

AFFIDAVIT

The undersigned swear that the foregoing statements are correct and include all material information necessary to identify and explain the items and operation of our subcontract and the intended participation by each party in the undertaking. Further, the undersigned covenant and agree to provide to the Cleveland Municipal School District current, complete, and accurate information regarding actual subcontract work and the payments thereof, and any proposed changes in any of the subcontract arrangements and to permit the audit and examination of the books, records and files of the subcontract or those of each party relevant to the subcontract, by authorized representatives of the Cleveland Municipal School District. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under federal and state laws concerning false statements.

Name of Firm: _____

Signature: _____

Name and Title: _____

Date: _____

STATE OF
COUNTY OF

}

} SS.

On this _____ day of _____, 20____, before me appeared _____

_____, to me personally known, who being duly sworn,

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

_____ to execute the affidavit and did so as their free act and deed.

(Seal)

Notary Public _____

Commission expires _____

7: DBE Form G

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

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

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

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

5. Nature of Joint Venture's Business: _____

6. Provide a copy of the Joint Venture Agreement.
7. What is the percentage of DBE Ownership? DBE _____% FBE _____%
8. Ownership of Joint Venture: (This need not be completed if described in the Joint Venture agreement provided in response to question 6).
 - a. Profit and loss sharing: _____

 - b. Capital contributions, including equipment: _____

 - c. Other applicable ownership interest: _____

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

- a. Financial decisions: _____

- b. Management decisions, such as:
- i. Estimating: _____
 - ii. Marketing and Sales: _____
 - iii. Hiring and firing of management personnel: _____

 - iv. Purchasing of major items or supplies: _____

- c. Supervision of field operations: _____

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

8: DBE Form H

Non-Minority Prime Affidavit (Joint Venture)

STATE OF OHIO

CUYAHOGA COUNTY

AFFIDAVIT

The undersigned swear that the forgoing statements are correct and include all material information necessary to identify and explain the items and operation of our subcontract and the intended participation by each joint venture in the undertaking. Further, the undersigned covenant and agree to provide to the Cleveland Municipal School District current, complete, and accurate information regarding actual joint venture work and the payments thereof and any proposed changes in any of the subcontract arrangements and to permit the audit and examination of the books, records and files of the joint venture or those of each party relevant to the joint venture, by authorized representatives of the Cleveland Municipal School District. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under federal and state laws concerning false statements.

Name of Firm (Prime)

Name of Firm (DBE)

Signature

Signature

Name and Title

Name and Title

Date

Date

STATE OF

] COUNTY OF

]SS.

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

(Seal)

Notary Public

Commission expires

Section XIII: EOA Contractual Declaration Forms

CMSD Affirmative Action Program

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

A. SUBMISSION OF VENDOR EMPLOYMENT PRACTICE REPORT

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

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

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

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

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

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

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

2. **Compliance Declaration Form** (Form 2) - The Agreement indicating the vendor is in compliance with Equal Employment Opportunity requirements, will take affirmative action, and will comply with all Fair Labor Standard practices.
3. **Current Employment Data Form** (Form 3) – Current personnel data indicating employees in each job category classified by gender and race.
4. **Existing Affirmative Action Program** – If any and copies of any agreement between the vendor and the Equal Employment Opportunity Commission, Office of Federal Contract Compliance Program or court order pertaining to equal employment opportunity.

B. EVALUATION OF COMPLIANCE DATA

1. The Diversity Officer will evaluate data submitted by vendors who are recommended to receive District proposals and contracts. Vendors found in compliance with the District's Equal employment opportunity standards (Affirmative Action and DBE Program) will be placed on the approved vendor's list.

2. In the event that a vendor is found not in compliance with the District's equal employment opportunity standards, the Diversity Officer will inform the Purchasing Director of the Reason(s) and ask that the Purchasing Director not award the contract or proposal to the vendor pending compliance. The Purchasing Director or Manager of Diversity will inform the vendor of reason(s) for non-compliance. Vendors found not in compliance will be given ten (10) business days from the time of notification by the Purchasing Director or Manager of Diversity to submit an acceptable affirmative action program to the Diversity Officer.
3. If the vendor which has been found not in compliance submits an acceptable affirmative action plan to the Diversity Officer within ten (10) business days of notification, the vendor may be given conditional approval.

C. AFFIRMATIVE ACTION PLAN

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

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

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

Form 1: Vendor Contract Compliance Form

Name of Firm: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Standard Metropolitan Statistical Area: _____

Recruitment Area: _____

Type of Business (product or service): _____

Name of EEO Officer: _____

Signature of Owner, Partner, or Authorized Officer: _____

Name (type or print): _____

Date: _____ Title: _____

Do not complete below this line

Status of Vendor:

☐ Compliance ☐ Conditional Compliance

☐ Non-Compliance ☐ Compliance Pending

Comments: _____

Date: _____ Signature: _____

DESCRIPTION OF JOB CATEGORIES

OFFICIALS, MANAGERS, AND SUPERVISORS

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

PROFESSIONALS

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

TECHNICIANS

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

SALES WORKERS

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

OFFICE AND CLERICAL

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

CRAFTWORKERS (SKILLED)

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

OPERATIVE (SEMI-SKILLED)

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

LABORERS (UNSKILLED)

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

SERVICE WORKERS

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

APPRENTICES

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

Form 3: Employment Data Form

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

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

Additional information (optional):

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

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

FIRM OR CORPORATE
NAME:

DATE:

SIGNATURE:

TITLE:

Section XIV: Term Agreement Sample



SAMPLE ONLY

CMSD TERM AGREEMENT

Providing Grounds Keeping and Snow Removal

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, City, State, Zip (the "Vendor") and Items on an "As Needed" Term Agreement Basis for the Cleveland Metropolitan School District.

Vendor agrees to adhere to all terms and conditions contained within the specifications and documentation of **RFP # 21291 – Providing Grounds Keeping and Snow Removal Services** and Vendor's response thereto. The documentation submitted by Vendor during the Request for Proposal process (RFP Materials) shall be incorporated into this Agreement by reference; provided, however, that in the event of any conflict between such RFP 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 December 1, 2019 through November 30, 2020, pending authorization of funds and resolution approval at the discretion of the District. There is two (2) renewal options for this agreement. Renewal Option 1 is for the 2020-2021 School Year December 1, 2020 through November 30, 2021 and Renewal Option 2 is for the 2021-2022 School Year, December 1, 2021 through November 30, 2022.

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 APInvoice@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
\$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

Company Name

Printed Name

Signature

Title

Date

CLEVELAND METROPOLITAN SCHOOL DISTRICT

Chief Executive Officer

Date

Chief Financial Officer

Date

Approved as to Form: _____

Chief Legal Counsel

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: _____

Type of Business: _____

Contact Person: _____

Telephone and Fax#: _____

Dates of Service: _____

Description of Services Provided: _____



Part 2: Specifications

#21291

GROUNDS KEEPING AND SNOW REMOVAL SERVICES

For the
Cleveland Metropolitan School District

SECTION A: INTRODUCTION

RFP #21291 is intended to solicit one or more vendors to provide Grounds Keeping and Snow Removal for the Cleveland Metropolitan District. Single and multiple vendor awards will be considered under RFP #21291. Vendors may propose grounds keeping only, snow plow services only, or both under this RFP.

SECTION B: PROPOSAL PROCESS

The proposal process will proceed along the following guidelines, for which pertinent dates are presented in the RFP transmittal letter and respective RFP:

- Posting of RFP on CMSD Procurement webpage
- Notice in local newspaper regarding RFP posting
- Pre-proposal conference
- Vendor submission of written questions
- On-line publication of written questions and responses
- Issuance of addendum, as necessary
- Receipt of proposals at CMSD
- Evaluation Committee review
- Notification of proposal award to selected vendor(s) and notification of non-award to other vendors
- Contract negotiation(s) with selected vendor(s)
- Contract finalization with selected vendor, final signatures obtained

All questions must be written and directed to Seletha.thompson@clevelandmetroschools.org.

All questions received and responses thereto will be distributed via the District's website and to all vendors expressing intent to propose.

All information received by the District shall become the property of CMSD. The District reserves the right to accept or reject any or all proposals without explanation.

SECTION C: PROPOSAL REQUIREMENTS

The specifications for RFP #21291 are described below. Vendors are required to provide the information below as well as complete the Compliance Section Part I (Purchasing Documents). The narrative part of the proposals must present the following information

and be organized with the following headings. Each heading should be separated by tabs or otherwise clearly marked.

Proposal responses are to be divided into sections as follows:

1. Transmittal Cover Letter-prepare a letter transmitting the proposal on business letterhead. The letter should identify the business name, phone number, and business web address along with the name, phone number and email address of the key contact person. The letter must have the signature of a person with authority to obligate the business. The transmittal letter shall also contain a statement that the proposal is a firm offer for a ninety (90) day period.
2. A completed set of Required Purchasing Division documents set forth in Part 1 of this RFP.
3. General Information Section
 - a. **Executive summary:** Information about the firm's history, structure, organizational metrics, and qualifications for fulfilling CMSD's requirements
 - b. **Business Health:** information about the firm's financial structure and viability, particularly as it relates to fulfilling a multiple year agreement.
 - c. **Experience and expertise:** information about the firm's current and previous contracts, particularly those with organizations similar to CMSD.
 - d. **General narratives** about at least three clients using services similar to those being proposed for CMSD (including detailed reference information for those clients in Section IX).
 - e. **Management support services:** information about staff, project, issue, performance, quality, and risk management methodology.
 - f. **Security:** information about the firm's policies, practices, and standards for maintaining the confidentiality and integrity of client's data, intellectual property, and trade secrets.
 - g. **Risks:** firm's evaluation of the greatest challenges and risks associated with the particular services and suggestions for mitigating risk.
 - h. **Dispute resolution:** information about the firm's standard dispute resolution methodologies.
4. Technical Section

The Technical Section of the proposal shall specifically address the manner in which the proposer will meet minimum requirements present below in Section X. Proposer shall address the quantitative and qualitative resources to the accomplishment of these requirements. The proposer shall provide enough information so that the evaluators will be able to determine the proposer's ability to meet each requirement set forth below. Simply paraphrasing the RFP statement of requirements will not be sufficient data for the evaluation and may be considered as a non-responsive proposal response.

SECTION D: GENERAL INFORMATION

The following general service requirements apply to this RFP 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 E: VENDOR PROFILE

The primary attributes the District seeks in a vendor include:

- Demonstrated experience and success of vendor in providing Parent University Workshops in Schools and at District Wide Events for Parents
- Responsiveness to specifications and an understanding of District needs.
- Capacity & resources to perform the services described in the RFP.
- 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 F: CONTRACT PERIOD & AWARD

For Grounds Keeping and Snow Plow Services the term of this agreement will begin on December 1, 2019 to November 30, 2020, with the option to renew for two (2)

One (1) year periods (December 1, 2020 to November 30, 2021 and December 1, 2021 to November 30, 2022); commencing at the expiration of this contract period under the same terms and conditions as the current contract and at the sole discretion of the District. This term agreement automatically renews at the increased percentage rates for the 20-21 School Year and for the 21-22 School Year unless otherwise stated by the District. The initial contract term start date (December 1) is subject to change at the discretion of the District with written notice to the awarded vendor(s).

SECTION G: EVALUATION CRITERIA

Proposals will be evaluated, first, as responsive or non-responsive to the RFP's specifications. A preliminary review will be conducted of all proposals submitted on time to ensure the proposal adheres to the mandatory requirements specified in the RFP. Proposals that do not meet the mandatory requirements will be deemed non-responsive and may be rejected. In the event that all proposers do not meet one or more of the mandatory requirements, CMSD reserves the right to continue the evaluation of the proposals and to select the proposal(s) which most closely meets the requirements specified in the RFP. Responsive proposals to this RFP must include, or meet, the following mandatory requirements:

1. Timely Submission
2. Transmittal Cover Letter
3. Responses to proposal requirements
4. Experience and qualifications to provide the services
5. Cost proposals
6. Signature affidavit
7. References

Second, the proposals will be evaluated based on the information presented in the proposal and on additional information obtained during the evaluation process. Responses will be evaluated based on the following weighted criteria:

1. Price of eligible products/services (30%)
2. Quality of work (20%)
3. Experience providing services on a time sensitive schedule (20%)
4. Responsiveness to Requests (15%)
5. Adhering to Scope of Work (15%)

Evaluations are based on the submitted proposal. Follow-up discussions with the proposer's best suited to complete the work may be requested. CMSD reserves the right to interview or to seek additional information related to criteria already specified in the RFP after opening the proposals, but prior to entering into a contract, to reject any or all proposals, and to award a contract to one or multiple vendors as the District deems necessary to meet its objectives. The District also reserves the right to check references identified by any proposer from any vendor that submitted a proposal. CMSD will select the proposal(s) deemed to be most advantageous, with price and other criteria factors considered.

SECTION H: GROUNDS KEEPING SPECIFICATIONS

1. The Cleveland Metropolitan School District is seeking contractor's to provide landscaping services to several closed sites. See Attachment A for the full listing of sites to be serviced.
2. Contractor is to contact CMSD if there is any noticeable vandalism or graffiti at the site.
3. Contractor is to contact CMSD to report any dumping of debris on the site.
4. Contractor is to perform the duties listed for Spring Clean Up Schedule, Regular Schedule, Fall Clean Up Schedule, and the Special Schedule at the direction of the CMSD Facilities Department. The Facilities Department will provide notice to the contractor when it is time to switch to different schedule.
5. Spring Clean Up Schedule **(To be done in April):**
 - a. **Clean entire site of trash, branches, leaves, and debris.**
 - b. Mow all grass including tree lawns.
 - c. Weed whack entire site including parking lot
 - d. Trim grass areas, sidewalks, parking lots, fence line and other surface areas.
 - e. Trim all bushes, shrubs, and plants.
 - f. Treat weeds with environmentally safe pesticide.
6. Regular Schedule **(Every week – May, June, July and August):**
(Every two weeks – April, September and October)
 - a. **Mow all grass including tree lawns.**
 - b. Weed whack entire site, grass areas, sidewalks, parking lots, and other surface areas.
 - c. Monitor entire site and pick up debris when needed.
 - d. Trim bushes, shrubs, and plants as needed.
 - e. Treat weeds with environmentally safe pesticide
7. Fall Clean Up Schedule **(To be done in October):**
 - a. **Mow all grass including tree lawns.**
 - b. Weed whack entire site, grass areas, sidewalks, parking lots, fence line and other surface areas as needed.
 - c. Monitor entire site and pick up debris when needed.
 - d. Trim bushes as needed.
 - e. Pick up and remove leaves.
 - f. Treat weeds with environmentally safe pesticide
8. Special Schedule
Same duties as the regular schedule except mowing needs to be determined by Cleveland Municipal School District

TERMS

1. Total Costs are to be based on a Per Session Pricing only.
2. Contractors may submit pricing on any of the site(s) listed. The District will not limit the number of schools a contractor may request, but the contractor must be able to provide proof of capabilities to manage all sites chosen.
3. A listing of all the sites that will require service is included (Attachment A).
Vendors need to review this list to determine which site(s) they want to offer their services for, and will be responsible for visiting each site.
4. CMSD reserves the right to award to multiple vendors.
5. Term Agreements will be awarded on an "as needed" basis. No minimum purchase amount is guaranteed as a result of an awarded Term Agreement.

SECTION I: SNOW REMOVAL SPECIFICATIONS

GENERAL DESCRIPTION:

The Cleveland Metropolitan School District is seeking Snow Plow Contractors to service the instructional and non-instructional District facilities throughout the city of Cleveland. These sites include Schools and off-site Administration Offices. The District reserves the right to hire multiple contractors to assure that all District Facilities receive needed services.

SCOPE:

1. A listing of all the facilities that will require service is included (Attachment B). Vendors need to review this listing to determine which site(s) they want to offer their services for, and will be responsible for contacting the custodian at the selected site(s) to arrange a site visit. During the site visit, each vendor should make notes or maps of what areas will be required to be plowed. Include any obstacles that could cause potential damage if undetectable due to snow cover; (i.e., poles, bushes, speed bumps, etc.). Do Not submit these notes/maps with your submissions. They must be retained for use should you be awarded that particular site.
2. Sites are required Sites are required to be plowed when snow levels reach or exceed two inches (2") or when notified by the Facilities Manager of the District or his designee. All services must be authorized by the CMSD Facilities Manager or his designee. The District will not honor any invoices for services performed that were not previously authorized.
3. Sites shall not be plowed on Saturdays, Sundays, or District Holidays unless requested by the Facilities Manager.
4. Salting of these same sites is optional, and not a determination in regards to selecting snow plow contractors.
5. Contractor must be able to guarantee response within 8 hours or less of request for service(s). A current 24-hour telephone number must be included with vendor's submission.
6. Contractors are to base their rates on per/push rates, with salting listed separately. Each Contractor must be able to show they have a backup for inoperable equipment or absent employee(s) by submitting a list of all their equipment and number of employees, or the assistance of another contractor. Current information on sub-contractor, including contact numbers, must be on file with the District Facilities Manager should any unexpected problems occur.

8. Every person responsible for performing services on District property, including sub-contractors, must furnish a current drivers abstract (less than 6 months old) that must be submitted with vendor's submission.
9. Snow Plow Contractors may submit pricing on any of the site(s) listed. The District will not limit the number of schools a vendor may request, but vendor must be able to provide proof of capabilities to manage all sites chosen.
10. Total Costs are to be based on Per/Push Pricing only.

SECTION J: GROUNDS KEEPING COST PROPOSAL FORM

(Complete one form for each site selected)

Contractor must use and complete the Proposal Form included in this Proposal Package. No other forms will be accepted. By signing below, contractor warrants that District site visits have been made and that contractor has ample equipment and employees to maintain the site(s) chosen below. Contractor also states that he/she will abide by all terms and conditions of the District as stated in this RFP, and that the contractor will maintain the required insurance limits for the duration of the contract. Vendor agrees to hold pricing for a period of ninety (90) days from date of proposal opening. Pricing must be all-inclusive and cover every aspect of the work. The District reserves the right to request pricing for services and sites not identified herein during the duration of the term and to alter awarded sites and services as deemed in the best interest of the District.

The undersigned proposes to provide Grounds Keeping Service for Cleveland Metropolitan School District in accordance with the Specifications and to the entire satisfaction of, and acceptance by, the District and for the following prices. Contract period will be from December 1, 2019 to November 30, 2020, with the option to renew for two (1) one year periods (December 1, 2020 to November 30, 2021 and December 1, 2021 to November 30, 2022); commencing at the expiration of this contract period under the same terms and conditions as the current contract and at the sole discretion of the District.

School/Site Name: _____

(Complete one form for each proposed site)

Date Site Visit was made: _____

Cost Per Session for Spring Clean Up Schedule: \$ _____

Cost Per Session for Regular Schedule: \$ _____

Cost Per Session for Fall Clean Up Schedule: \$ _____

Cost Per Session for Special Schedule: \$ _____

Additional Costs (if any must be identified here to be considered at any future point):

Optional Renewal Price Increases:

Percentage Price Increase from Fiscal Year 20 to Fiscal Year 21: % _____

Percentage Price Increase from Fiscal Year 21 to Fiscal Year 22: % _____

Vendors are required to complete the signatory section below.

Company Name: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

Signature: _____

Printed Name: _____

Date: _____

SECTION K: SNOW REMOVAL COST PROPOSAL FORM

(Complete one form for each site selected)

Contractor must use and complete the Proposal Forms included in this Proposal Package. No other forms will be accepted. By signing below, contractor warrants that District site visits have been made and that contractor has ample equipment and employees to plow the site(s) chosen below. Contractor also states that he/she will abide by all terms and conditions of the District as stated in this RFP, and that contractor will maintain the required insurance limits for the duration of the contract. Vendor agrees to hold pricing for a period of ninety (90) days from date of proposal opening. Pricing must be all-inclusive and cover every aspect of the work. The District reserves the right to request pricing for services and sites not identified herein during the duration of the term and to alter awarded sites and services as deemed in the best interest of the District.

The undersigned proposes to provide Snow Plow Services for Cleveland Metropolitan School District in accordance with the Specifications and to the entire satisfaction of, and acceptance by, the District and for the following prices. Contract period will be from December 1, 2019 to November 30, 2020, with the option to renew for two (1) one year periods (December 1, 2020 to November 30, 2021 and December 1, 2021 to November 30, 2022) commencing at the expiration of this contract period under the same terms and conditions as the current contract and at the sole discretion of the District.

School/SiteName: _____

(Complete one form for each proposed site)

Date Site visit was made: _____

Were site notes/map made: _____

2019/2020 School Year Total Cost per/Push \$ _____

2020/2021 School Year Total Cost per/Push \$ _____

2021/2022 School Year Total Cost per/Push \$ _____

Optional:

2019/2020 Total Cost for Salting of Site: \$ _____

2020/2021 Total Cost for Salting of Site: \$ _____

2021/2022

Total Cost for Salting of Site: \$_____

Additional Costs (if any must be identified here to be considered at any future point):

Vendors are required to complete the signatory section below.

Company
Name: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

Signature: _____

Printed Name: _____

Date: _____



CLEVELAND
METROPOLITAN
SCHOOL DISTRICT
Vision to Victory

How many total sites are you able to plow? _____

How many vehicles do you have? _____

What type of vehicles do you have (list below):

How many employees do you have: _____

If not awarded all your chosen sites, would you be willing to work as a backup on an "as needed" basis, for the awarded per/push cost of the site needing backup? _____

Are you closer to the East Side: _____ West Side: _____ Central: _____

List the name, address, and twenty-four (24) hour telephone number of your backup:

List the name, address, and twenty-four (24) hour telephone number of your backup:

Name: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Vendors are required to complete the signatory section below.

Company Name: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

Signature: _____

Printed Name: _____

Date: _____

Attachment A: Grounds Keeping Site List

SITE	ADDRESS
Alexander Hamilton	3465 East 130th
Anton Grdina	3050 East 77th
Audubon	3055 MLK Drive
Buckeye Woodland & Empty Lots	9511 Buckeye Road
Bratenhal	11404 Lakeshore Drive
Carl and Louis Stokes	2225 East 40th
Charles Lake	9201 Hillock Avenue
Cranwood	13604 Christine Avenue
East Professional Center	1349 East 79th
Emile De Sauze	4747 East 176th
Empire	9113 Parmelee Avenue
Euclid Park	17914 Euclid Avenue
Fullerton	5920 Fullerton Avenue
Giddings	2250 East 71st
Gracemount	16200 Glendale Avenue
HB Booker	2121 West 67th
Harry E Davis	10700 Churchill
John D Rockefeller	5901 Whittier Avenue
John W Raper	1601 East 85th
Log cabin	4239 East Blvd.
Louis Pasteur	815 Linn Drive
Margaret Ireland	1800 East 63rd
McKinley	3349 West 125th
Mound	5504 Mound Avenue
Mount Auburn	10110 Mt. Auburn Avenue
Mount Pleasant	11617 Union Avenue
Nathaniel Hawthorne	3575 West 130th
Paul Revere	10706 Sandusky Avenue
Robert Fulton	3291 East 140th
Robert Jamison	13905 Harvard Avenue
Sunbeam	117311 Mt. Overlook Avenue
Stephen E Howe	1000 Lakeview Road
Union	6701 Union Avenue
Watterson Lake	1422 West 74th
Willson	1625 East 55th
Woodhill Quincy	10600 Quincy Avenue
Vacant house	3301 Denison Avenue
Vacant lot	West 53rd and Clark
Outhwaite	4950 Outwaite Avenue

Attachment B: Snow Removal Site List

See Attached List

CLEVELAND METROPOLITAN SCHOOL DISTRICT

SCHOOL LIST

A. A. BENESCH	5393 QUINCY AVENUE	44104	MUTI-SITE
A.B. HART	3900 EAST 75TH STREET	44105	
A. J. RICKOFF	3500 EAST 147 STREET	44120	
ADLAI STEVENSON	18300 WODA AVENUE	44122	
ADMINISTRATION BUILDING	1111 SUPERIOR AVENUE	44114	
ALMIRA	3375 WEST 99 STREET	44102	
ANTON GRDINA	2955 E. 71 STREET	44127	MULTI-SITE
ARTEMUS WARD	4315 WEST 140TH STREET	44135	MULTI-SITE
NEW TECH WEST (OLD BROOKLAWN SCHOOL)	11801 WORTHINGTON AVENUE	44111	
BENJAMIN FRANKLIN	1905 SPRING ROAD	44109	
BOLTON	9803 QUEBEC AVENUE	44106	
BUHRER	1600 BUHRER AVENUE	44109	
CAMPUS INTERNATIONAL HIGH SCHOOL	3100 CHESTER AVENUE K-8	44115	
CAMPUS INTERNATIONAL (NEW) K-8 (NORTH)	2160 PAYNE AVENUE	44114	
BARD HIGH SCHOOL EARLY COLLEGE CLEVE @ SHULER	13501 TERMINAL AVENUE	44135	
CASE	4050 SUPERIOR AVENUE	44103	
CENTRAL KITCHEN	16807 ST. CLAIR AVENUE	44110	MULTI-SITE
CHARLES A. MOONEY	3213 MONTCLAIR AVENUE	44109	
CHARLES DICKENS	13013 CORLETT AVENUE	44105	
CLARA E. WESTROPP	19101 PURITAS AVENUE	44135	
CLARK	5550 CLARK AVENUE	44102	
CLEVELAND SCHL OF ARTS	2064 STERNS ROAD	44106	

COLLINWOOD HIGH	15210 ST. CLAIR AVENUE	44110	
DANIEL E. MORGAN	8912 MORRIS AVENUE	44106	
DENISON	3799 WEST 33RD STREET	44109	
DESIGN LAB EARLY COLLEGE (OLD HEALTH CAREERS BUILDING)	1740 EAST 32ND STREET	44114	MULTI-SITE
DIKE MONTESSORI SCHOOL OF THE ARTS LOWER CAMPUS	2501 EAST 61ST STREET	44104	MULTI-SITE
DOUGLAS MAC ARTHUR	4401 VALLEYSIDE ROAD	44135	MULTI-SITE
EAST 49 DEPOT	4177 EAST 49TH STREET	44105	
EAST CLARK	885 EAST 146TH STREET	44110	MULTI-SITE
EAST PROFESSIONAL CENTER	1349 EAST 79TH STREET	44103	
EAST TECH	2439 EAST 55TH STREET	44104	
EUCLID PARK	17914 EUCLID AVENUE	44112	MULTI-SITE
FD ROOSEVELT	800 LINN DRIVE	44108	
GARFIELD	3800 WEST 140TH STREET	44111	MULTI-SITE
GARRETT MORGAN	4016 WOODBINE AVENUE	44113	MULTI-SITE
GEORGE W. CARVER	2200 EAST 55TH STREET	44103	
GINN @ MARGARET SPELLACY	655 EAST 162ND STREET	44110	
GLENVILLE	650 EAST 113TH STREET	44108	
HALLE OLD HB BOOKER	7901 HALLE AVENUE	44102	
HANNAH GIBBONS	1401 LARCHMONT ROAD	44117	MULTI-SITE
HARVEY RICE	2730 EAST 116 STREET	44120	MULTI-SITE
IOWA MAPLE	12510 MAPLE AVENUE	44108	MULTI-SITE
JAMES F. RHODES	5100 BIDDULPH AVENUE	44144	
JAMES F. RHODES FIELD	5100 BIDDULPH AVENUE	44144	
JANE ADDAMS	2373 EAST 30TH STREET	44115	

JOHN ADAMS	3817 MARTIN L. KING DRIVE	44105	
JOHN F. KENNEDY	17100 HARVARD AVENUE	44128	
JOHN F. KENNEDY FIELD	17100 HARVARD AVENUE	44128	
JOHN HAY	2075 STOKES BOULEVARD	44106	
JOHN MARSHALL	3952 WEST 140TH STREET	44111	
JOHN MARSHALL FIELD	3952 WEST 140TH STREET	44111	
JOSEPH M. GALLAGHER	6601 FRANKLIN BOULEVARD	44102	
KENNETH CLEMENT BOYS' LEADERSHIP ACADEMY	14311 WOODWORTH ROAD	44112	
NWIS@KENTUCKY	3805 TERRETT AVENUE	44113	MULTI-SITE
LAKE CENTER DEPOT	870 EAST 79TH STREET	44103	
LAKESIDE ADMINISTRATION (Success Tech Digital Arts)	1440 LAKESIDE AVENUE	44114	MULTI-SITE
LINCOLN WEST	3202 WEST 30TH STREET	44109	
LOUIS AGASSIZ	3595 BOSWORTH ROAD	44111	
LOUISA MAY ALCOTT	10308 BALTIC ROAD	44102	
LUIS MUNOZ MARIN	1701 CASTLE AVENUE	44113	
MARION SELTZER	1468 WEST 98TH STREET	44102	
MARION STERLING	3033 CENTRAL AVENUE	44115	MULTI-SITE
MARTIN LUTHER KING, JR	1651 EAST 71ST STREET	44103	
MARY B. MARTIN	8200 BROOKLINE AVENUE	44103	
MARY M. BETHUNE	11815 MOULTON AVENUE	44106	
MAX HAYES	2211 WEST 65TH STREET	44102	
MEMORIAL	410 EAST 152 STREET	44110	
MICHAEL R. WHITE	1000 EAST 92ND STREET	44108	
MILES	11918 MILES AVENUE	44105	

MILES PARK	4090 EAST 93RD STREET	44105	
MOBILE GROUNDS CREW	3832 RIDGE ROAD	44144	
MOUND	5935 ACKLEY ROAD	44105	
NATHAN HALE	3588 MARTIN L. KING DRIVE	44105	
NATHANIEL HAWTHORNE	3575 WEST 130TH STREET	44111	
NEWTON D. BAKER	3690 WEST 159TH STREET	44111	
OLIVER H. PERRY	18400 SCHENELY AVENUE	44119	
ORCHARD	4200 BAILEY AVENUE	44113	
PATRICK HENRY	11901 DURRANT AVENUE	44108	
PATRICK HENRY FIELD (BUMP TAYLOR FIELD)	11901 DURRANT AVENUE	44108	
PAUL DUNBAR	2159 WEST 29TH STREET	44113	
RIDGE RD DEPOT	3832 RIDGE ROAD	44144	
RIVERSIDE	14601 MONTROSE AVENUE	44111	
ROBERT H. JAMISON	4092 EAST 146 STREET	44128	MULTI-SITE
ROBINSON G. JONES	4550 WEST 150TH STREET	44135	
SCRANTON	1991 BARBER AVENUE	44113	
SOUTH	7415 BROADWAY AVENUE	44120	MULTI-SITE
SUNBEAM	11731 MT. OVERLOOK AVENUE	44120	MULTI-SITE
THOMAS JEFFERSON 9TH GRADE ACADEMY	3145 WEST 46TH STREET	44102	
TREMONT	2409 WEST 10TH STREET	44113	
VALLEY VIEW BOYS' LEADERSHIP ACADEMY	17200 VALLEYVIEW AVENUE	44135	MULTI-SITE
WADE PARK	7600 WADE PARK AVENUE	44103	
WALTON	3409 WALTON AVENUE	44113	
WARNER GIRLS' LEADERSHIP ACADEMY	8315 JEFFRIES AVENUE	44105	

WASHINGTON PARK ENVIRONMENTAL STUDIES	3875 WASHINGTON PARK BLVD	44105	
WAVERLY	1805 WEST 54TH STREET	44102	
WHITNEY YOUNG	17900 HARVARD AVENUE	44128	
WILBUR WRIGHT	11005 PARKHURST DRIVE	44111	
WILLIAM C. BRYANT	3121 OAK PARK AVENUE	44109	
WILLIAM RAINEY HARPER	5515 IRA AVENUE	44144	
WILLOW	5004 GLAZIER AVENUE	44127	
WILLSON	1126 ANSEL ROAD	44106	
WOODLAND DATA CENTER	4966 WOODLAND AVENUE	44104	MULTI-SITE