



## **REQUEST FOR PROPOSAL**

**RFP# 21288**

**For**

## **MOVING 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 OPERATIONS DEPARTMENT OF THE BOARD OF EDUCATION OF  
THE CLEVELAND METROPOLITAN SCHOOL DISTRICT CUYAHOGA COUNTY, OHIO

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## Part I: NOTICE OF REQUEST FOR PROPOSAL #21288

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 February 24, 2020**. This RFP will not be publicly opened.

### MOVING SERVICES

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

There will be a Pre-Proposal Conference for this Request for Proposal on **January 27, 2020 at 3:00 PM**. The Pre-Proposal Conference will be at the **Cleveland Metropolitan School District, East Professional Center, 1349 East 79th Street, Room 214, Cleveland, Ohio 44103**. Attendance at the Pre-Proposal Conference is encouraged but not mandatory.

All questions and correspondence related to this RFP must be submitted in writing ONLY by **12:00 noon on January 29, 2020** 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](http://clevelandmetroschools.org/purchasing). Any errors and/or omissions reported will be addressed via Addenda. Addenda will be issued no later than **February 4, 2020**.

No proposal may be withdrawn for at least ninety (90) days after the deadline for submittal.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 implemented the new federal guidelines regarding procurement utilized with federal grants immediately.

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

M. Angela Foraker  
Executive Director, Procure to Pay  
January 23, 2020

## Section I: Instructions to Proposers

### MOVING SERVICES

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 Cleveland Metropolitan School District, 1111 Superior Avenue E, Cleveland, Ohio 44114, before **1:00 pm. current local time on February 24, 2020.** Proposals will not be opened publicly.
3. All submissions must include **one (1) original, with blue ink signatures, two (2) paper copies of the proposal, and one (1) electronic copy of the proposal on a flash drive.** Vendors who do not comply with this requirement will be notified that they have twenty-four (24) hours in which to comply with this requirement or their Proposal will be disqualified. This applies to copies only.

#### **Proposals that are submitted must include:**

- a. Completed Proposal Form(s) including evidence of State certification to perform the work required.
- b. Signed Acknowledgement for Instructions to Proposers
- c. Signed and notarized Proposer's Qualification Form.
- d. Completed Addendum Acknowledgement Form acknowledging all addenda issued (if applicable).
- 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. Completed addendum acknowledgement form acknowledging all addenda issued (if applicable).
- j. Properly executed Affidavit and/or Company Board of Directors Resolution authorizing certain person(s) to sign legal documents such as the Proposal Form, Proposer's Qualification Form, etc.
- k. Information Security Vendor Assessment Questionnaire (Appendix A)

**Proposer acknowledges that all material and information responsive to the specifications must be furnished or the proposal may be deemed non-responsive and not considered.**

4. No proposal may be withdrawn for at least ninety (90) days after the deadline for submittal.
5. 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.
6. 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.
7. 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.
8. Proposer further acknowledges and agrees that any such District resolution may be revoked, at any time prior to execution of a formal, written contract.
9. Proposer acknowledges and agrees that it has no vested contractual right until such time as a purchase order and contract have been issued.
10. 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.
11. 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.
12. Proposer shall not include Ohio Sales tax in the price quoted. The Cleveland Metropolitan School District will provide a tax-exempt certificate to the proposer upon request.
13. **SECURITY:** Vendor's workmen, foremen, other personnel, and subcontractors who will be working on District property will be required to meet Cleveland Metropolitan School District security requirements. Vendor must issue personnel I.D. badges. Any worker not complying with CMSD security requirements will immediately be ordered off the 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) or equivalent provisions under the laws of another state or the Federal Government.
14. **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)**
- b. **Umbrella/Excess Liability –  
With respect to the Commercial  
General Liability** **\$1,000,000.00/\$2,000,000.00  
(per occurrence/in the aggregate)**
- c. **Automobile Liability:** **Including non-owned and hired  
\$1,000,000.00 Limit of Liability  
(per occurrence)**
- d. **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 will not be canceled without thirty (30) days' prior written notice to the District.

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

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

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

- 15. **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 RFP for further information and requirements on the District's diversity goals.

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

16. **REQUESTS FOR CLARIFICATIONS:** Questions regarding interpretation of the content of this RFP must be directed to: Seletha Thompson, email: [seletha.thompson@clevelandmetroschools.org](mailto:seletha.thompson@clevelandmetroschools.org). Answers to any questions shall be in writing and shall be sent to all firms who are on record with the District as having received a copy of this RFP. It is therefore imperative that vendors provide full and accurate contact information to the District. The name of the party submitting the question will not be identified in the answers. Vendors considering responding to this RFP are strictly prohibited from communicating with any member of District's staff or representatives of the Owner except as set forth in this section.
17. **EVALUATION CRITERIA.** Evaluation of the proposal will be based upon several factors including, but not limited to: competence to perform the required services as indicated by the training, education and experience of the vendors personnel, especially the training, education and experience of the employees who would be assigned to perform the services; ability in terms of workload and availability of qualified personnel, equipment and facilities to perform the required services competently and expeditiously; past performance as reflected by the evaluations of previous clients with respect to factors such as control of costs, quality of work and meeting of deadlines; and other similar factors. The District is not required to select the vendor that submits the lowest cost proposal for providing the services. In the event the District is unable to negotiate a satisfactory contract with the selected vendor, the District may terminate negotiations with that vendor and enter into negotiations with another vendor submitting that submitted a proposal.
18. The Vendor authorizes the District and its representatives to contact the owners and professionals on projects on which the Vendor has worked, and Vendor authorizes such owners and professionals to provide the District with a candid evaluation of the Vendor's performance. By submitting its proposal, the Vendor agrees that if it or any person, directly or indirectly, on its behalf or for its benefit brings an action against any of such owners or professional or the employees of any of them as a result of or related to such candid evaluation, the Vendor will indemnify and hold harmless such owners and professionals and the employees of any of them from any claims whether or not proven that are part of or are related to such action and from all legal fees and expenses incurred by any of them arising out of or related to such legal action. This obligation is expressly intended for the benefit of such owners and professionals, and the employees of each of them.
19. 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 implemented the new federal guidelines regarding procurement utilized with federal grants on July 1, 2018.



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

Required Purchasing Division Documents and Instructions

Section I: Addendum Acknowledgement Form for RFP #21288

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

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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 bid 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

**PLEASE NOTE: FAILURE TO UTILIZE THE MOST CURRENT TAXPAYER ID FORM (DATED October 2018) MAY CAUSE YOUR RESPONSE TO BE REJECTED**

Form <b>W-9</b> (Rev. October 2018) Department of the Treasury Internal Revenue Service	<h3 style="margin: 0;">Request for Taxpayer Identification Number and Certification</h3> <p style="margin: 0;">▶ Go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information.</p>	Give Form to the requester. Do not send to the IRS.
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Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) See instructions.	Requestor's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

<b>Part I Taxpayer Identification Number (TIN)</b> Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center; font-size: small;">Social security number</td> </tr> <tr> <td style="text-align: center;"> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> </table> </td> </tr> <tr> <td style="text-align: center; font-size: small;">or</td> </tr> <tr> <td style="text-align: center; font-size: small;">Employer identification number</td> </tr> <tr> <td style="text-align: center;"> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> </table> </td> </tr> </table>	Social security number	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> </table>					or	Employer identification number	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> </table>				
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<b>Part II Certification</b> Under penalties of perjury, I certify that: <ol style="list-style-type: none"> <li>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</li> <li>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</li> <li>3. I am a U.S. citizen or other U.S. person (defined below); and</li> <li>4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.</li> </ol> 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.	
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<b>Sign Here</b>	Signature of U.S. person ▶ _____	Date ▶ _____
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### General Instructions

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

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

### Purpose of Form

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

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

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

**Section V: No Proposal Form**

**RFP #21288**

**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:

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**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: 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="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">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 #														
INSURER A :															
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

**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"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPIOP 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 OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> 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 of 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 presumed to be in compliance. Where the Diversity Officer finds that the contractor shall be presumed to be in compliance. Where the Diversity Officer finds that the contractor has failed to comply with the requirements of this Notice, said Diversity Officer shall inform the Purchasing Director who shall immediately notify the contractor to take corrective action. If the contractor fails or refuses to comply promptly, then the Purchasing Director, upon approval of the District, shall issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made subject of claim for extension of time or for excess costs or damages by the contractor. When the District proceeds with such formal action it has the burden of proving that the contractor has not met the requirements of coming forward and showing that it has met the good faith requirements of the Notice, specifically including paragraph 7 hereof. Where the contractor is found to have failed to exert every good faith effort to involve DBE in the work provided, the District may declare that the contractor is ineligible to receive further District funds, whether as a contractor, subcontractor, or as a consultant, for a period of up to three (3) years.
9. The contractor will keep records and documents for three (3) years following performances of this contract to indicate compliance with this Notice. These records and documents, or copies thereof, will be made available at reasonable times and places for inspection by any authorized representative of the District upon request together with any other compliance information which such representative may require.
10. Proposers and contractors are bound by all requirements, terms and conditions of this Notice.
11. Nothing in this Notice shall be interpreted to diminish the present contract compliance review

1: DBE Form A

Name of Firm: \_\_\_\_\_

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

City, State, Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Type of Business (Product or Service): \_\_\_\_\_

Date of Proposed Contract Award: \_\_\_\_\_

Amount of Proposed Contract Award: \_\_\_\_\_

Diversity Business Enterprise Subcontractor(s):  
\_\_\_\_\_

Dollar Amount Subcontract Award: \_\_\_\_\_

Percent of Subcontract Award: \_\_\_\_\_

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

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

Name of EEO Officer: \_\_\_\_\_

\_\_\_\_\_  
(Signature of owner, partner, or authorized officer)

Name: \_\_\_\_\_ (printed) Dated: \_\_\_\_\_

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

3: DBE Form C

**SCHEDULE MBE/FBE PARTICIPATION**

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

Name of Non-DBE Contractor: \_\_\_\_\_

Identification Number: \_\_\_\_\_

Location: \_\_\_\_\_

Name of Minority Contractor: \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

Type of work to be performed and work hours involved:

\_\_\_\_\_

Projected commencement and completion dates for work:

\_\_\_\_\_

Agreed price in dollars or percentage:

\_\_\_\_\_

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

TO BE RETURNED WITH THE 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 join venture firms are diversity business enterprises**

1. Name of Joint Venture: \_\_\_\_\_

2. Address of Joint Venture: \_\_\_\_\_

3. Phone Number of Joint Venture: \_\_\_\_\_

4. Identify the firms which comprise this joint venture. (The DBE partner must complete DBE Form A or have current DBE Certification)

---

---

a. Describe the roll of the DBE firm in the joint venture: \_\_\_\_\_

---

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

---

5. Nature of Joint Venture's Business: \_\_\_\_\_

---

6. Provide a copy of the Joint Venture Agreement.

7. What is the percentage of DBE Ownership? DBE \_\_\_\_\_% FBE \_\_\_\_\_%

8. Ownership of Joint Venture: (This need not be completed if described in the Joint Venture agreement provided in response to question 6).

a. Profit and loss sharing: \_\_\_\_\_

---

b. Capital contributions, including equipment: \_\_\_\_\_

---

c. Other applicable ownership interest: \_\_\_\_\_

---

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

a. Financial decisions: \_\_\_\_\_  
\_\_\_\_\_

b. Management decisions, such as:

i. Estimating: \_\_\_\_\_

ii. Marketing and Sales: \_\_\_\_\_

iii. Hiring and firing of management personnel: \_\_\_\_\_  
\_\_\_\_\_

iv. Purchasing of major items or supplies: \_\_\_\_\_  
\_\_\_\_\_

c. Supervision of field operations: \_\_\_\_\_  
\_\_\_\_\_

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

8: DBE Form H

Non-Minority Prime Affidavit (Joint Venture)

STATE OF OHIO

CUYAHOGA COUNTY

AFFIDAVIT

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

\_\_\_\_\_  
*Name of Firm (Prime)*

\_\_\_\_\_  
*Name of Firm (DBE)*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Name and Title*

\_\_\_\_\_  
*Name and Title*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

STATE OF

] COUNTY OF

]SS.

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

(Seal)

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

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

Section XIII: EOA Contractual Declaration Forms  
CMSD Affirmative Action Program

**Vendor Contract Compliance, Procedures and Guidelines**

**Note: Please read carefully all of the information contained in these documents.**

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

**A. SUBMISSION OF VENDOR EMPLOYMENT PRACTICE REPORT**

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

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

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

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

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

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

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

2. **Compliance Declaration Form** (Form 2) - The Agreement indicating the vendor is in compliance with Equal Employment Opportunity requirements, will take affirmative action, and will comply with all Fair Labor Standard practices.

3. **Current Employment Data Form** (Form 3) – Current personnel data indicating employees in each job category classified by gender and race.

4. **Existing Affirmative Action Program** – If any and copies of any agreement between the vendor and the Equal Employment Opportunity Commission, Office of Federal Contract Compliance Program or court order pertaining to equal employment opportunity.

## **B. EVALUATION OF COMPLIANCE DATA**

1. The Diversity Officer will evaluate data submitted by vendors who are recommended to receive District proposals and contracts. Vendors found in compliance with the District's Equal employment opportunity standards (Affirmative Action and DBE Program) will be placed on the approved vendor's list.
2. In the event that a vendor is found not in compliance with the District's equal employment opportunity standards, the Diversity Officer will inform the Purchasing Director of the Reason(s) and ask that the Purchasing Director not award the contract or proposal to the vendor pending compliance. The Purchasing Director or Manager of Diversity will inform the vendor of reason(s) for non-compliance. Vendors found not in compliance will be given ten (10) business days from the time of notification by the Purchasing Director or Manager of Diversity to submit an acceptable affirmative action program to the Diversity Officer.
3. If the vendor which has been found not in compliance submits an acceptable affirmative action plan to the Diversity Officer within ten (10) business days of notification, the vendor may be given conditional approval.

## **C. AFFIRMATIVE ACTION PLAN**

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

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

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



Form 1: Vendor Contract Compliance Form

Name of Firm: \_\_\_\_\_

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

City, State, Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Standard Metropolitan Statistical Area:  
\_\_\_\_\_

Recruitment Area: \_\_\_\_\_

Type of Business (product or service): \_\_\_\_\_

Name of EEO Officer: \_\_\_\_\_

Signature of Owner, Partner, or Authorized Officer: \_\_\_\_\_

Name (type or print): \_\_\_\_\_

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

Do not complete below this line

---

Status of Vendor:

Compliance  Conditional Compliance

Non-Compliance  Compliance Pending

Comments: \_\_\_\_\_

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

Form 2: Compliance Declaration

The following must be filled out completely:

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

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

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

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

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

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

\_\_\_\_\_

(Name of Company)

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

(Signature of Company Official)

STATE OF ( )  
COUNTY OF ( ) SS.

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

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

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

\_\_\_\_\_, \_\_\_\_\_, this

day of \_\_\_\_\_, 20\_\_\_\_.

## DESCRIPTION OF JOB CATEGORIES

### **OFFICIALS, MANAGERS, AND SUPERVISORS**

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

### **PROFESSIONALS**

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

### **TECHNICIANS**

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

### **SALES WORKERS**

Occupations engaging wholly or primarily in direct selling. Includes: advertising agents and salespersons, insurance agents and brokers, real estate agents and brokers, stock bond salespersons, demonstrators, salespersons, 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 - - - - Term Agreement - - - - SAMPLE DO NOT COMPLETE**

### **Moving Services**

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 and ADDRESS**” and Items on an “As Needed” Term Agreement Basis for the Cleveland Metropolitan School District for snow removal services.

Vendor agrees to adhere to all terms and conditions contained within the specifications and documentation of **RFP # 21288 – Moving 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 January XXXX, 2020 through December XXXX, 2020, pending authorization of funds and resolution approval at the discretion of the District. There are two (2) renewal options for this agreement. Renewal Option 1 is for the 2020-2021 School Year January XXXX, 2020 through December XXXX, 2020 and Renewal Option 2 is for the 2021-2022 School Year January XXXX, 2020 through December XXXX, 2020.

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

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

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

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

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

- b. Commercial General Liability:** Including limited contractual liability  
\$1,000,000.00 Limit of Liability  
(Per occurrence)
- b. Umbrella/Excess Liability:** \$1,000,000.00/\$2,000,000.00  
(Per occurrence/in the aggregate)
- c. Automobile Liability:** Including non-owned and hired  
\$1,000,000.00 Limit of Liability  
(per occurrence)
- d. Workers Compensation:** Workers compensation and  
employer’s insurance to the full extent as required by  
applicable Law

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 survive 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.

**SAMPLE - - - - Term Agreement - - - - SAMPLE  
DO NOT COMPLETE**

Agreed to and signed this \_\_\_\_\_ day of \_\_\_\_\_, 2020

**VENDOR NAME**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**CLEVELAND METROPOLITAN SCHOOL DISTRICT**

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date



**RFP #21288**

**PART III: SPECIFICATIONS AND SCOPE OF WORK**

## **MOVING SERVICES**

FOR THE CLEVELAND METROPOLITAN SCHOOL DISTRICT

## Scope of Work and Proposal Requirements

The specifications for RFP #21288 Moving Services are described below. Vendors are required to provide the information below as well as complete the Section above with the required Purchasing Documents. The narrative part of the Scope of Work statement must present the following information and be organized with the following headings. Each heading should be separated by tabs or otherwise clearly marked.

Scope of Work 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 above.
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 two clients using services similar to those being proposed for CMSD
  - 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.

#### 4. Technical Section

The Technical Section of the Scope of Work and proposal shall specifically address the manner in which the vendor will meet the minimum terms present in the RFP. Vendor shall address the quantitative and qualitative resources to the accomplishment of these requirements as listed below. The Scope of Work and Proposal response should 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 response.

## 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.

## Vendor Profile

The primary attributes the District seeks in a vendor include:

- Demonstrated experience and success of vendor in providing services.
- 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 needs and balance price of the services with overall benefit to community.

## Contract Period & Award

The contract period is for one (1) year with the option by CMSD to renew for two (2) one-year renewal options. The initial term will be from May 1, 2020 to June 30, 2021; renewal option 1 is for the 2021-2022 School Year of July 1, 2021 to June 30, 2022; and renewal option 2 is for the 2022-2023 School Year of July 1, 2022 to June 30, 2023.

## Evaluation Criteria

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

1. Timely Submission
2. Transmittal Cover Letter
3. Responses to requirements
4. Experience and qualifications to provide the services
5. Cost Proposal

Second, the Scope of Work and Proposal responses will be evaluated based on the information presented in the response and Proposal and on additional information obtained during the evaluation process. Responses will be evaluated based on the following weighted criteria:

1. Meeting District requirements and needs (35%)
2. Price for services (40%)
3. Vendor experience and qualifications (25%)

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 quotes, 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 responses deemed to be most advantageous, with price and other criteria factors considered.

## Specifications

### Scope of Work

#### Scope of Services

Cleveland Metropolitan School District is seeking proposals from professional moving companies for moving services for school and office buildings for the Public and Non-public facilities we service. Moving service is for typical educational settings consisting of student & teacher's desk, chairs, cabinets, bookcase, technology equipment, laptop carts and at times safes and pianos. Some of our older schools will require stair carry due to no elevators and will also involve long pushes in and out of school buildings. Disassembly and reassembly of furniture and workstations may be required. The successful proposers will be required to provide all manpower, vehicles and equipment required for efficient and professional moves.

#### Specific Requirements

**Equipment:** The contractor shall be responsible to provide all necessary and customary trucks, pallet jacks, dollies, padding, power and hand tools necessary to fulfill the moving projects. In no event shall Cleveland Metropolitan School District be responsible for any damages to the contractor's equipment either lost, damaged, destroyed or stolen.

**Packing:** Cleveland Metropolitan School District employees along with the assistance of the contractor will be responsible for boxing up their offices and classrooms. CMSD will supply boxes, speed packs and tape. It will be the contractor's responsibility to move these boxes and material to their appropriate destination where CMSD employees along with assistance of the contractor will unpack them.

**Desktop Computers, Monitors, Phones, Printers, etc.:** CMSD will be responsible for disconnecting such equipment. It will be the responsibility of the contractor to move and protect this equipment. Contractor shall preserve from damage to property along the line of work or which is in the vicinity of or is in any way affected by the work.

**On-Site Working Lead Person:** The contractor shall, always provide a working lead person who shall be responsible to accept and execute such instructions as are conveyed by CMSD's designated representative during the contract period. This person shall have the responsibility to coordinate the move with other workers. Instructions conveyed verbally or in writing shall be binding upon the contractor.

**Apparel:** The contractor's employees engaged in work shall wear company uniforms readily identifiable to all CMSD employees and the public.

**Background Checks:** The contractor's workmen, foremen, other personnel, and subcontractors who will be working on District property will be required to meet Cleveland Metropolitan School District security requirements. Vendor must issue personnel I.D. badges. Any worker not complying with

CMSD security requirements will immediately be ordered off the 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) or equivalent provisions under the laws of another state or the Federal Government.

**Damage to Property:** It shall be contractor's responsibility to ensure that hallways and walls are adequately padded to prevent scratching, dents, or damage. The dollies shall be free of grease, oil, etc. to prevent stains on carpeting and flooring, including any apertures that may scratch or mar flooring and walls.

The contractor shall preserve from damage to all property along the line of work or which is in the vicinity of or is in any way affected by the work. This applies to, but not limited to, public and private property, vehicles, utilities, trees, shrubs, signs, grounds including sprinkler systems, etc. Whatever such property is damaged due to the activities of the contractor, it shall be immediately restored to a condition equal to or better to the existing before such damage was done by the contractor and at its own expense.

**Work Deficiencies:** If at any time before the commencement or during the progress of the work, the personnel, equipment or supervision of the contractor appear to CMSD designated representative to be insufficient, inefficient, or inappropriate to secure the quality of work required or the proper rate of progress, CMSD's designated representative may order the contractor to correct such deficiencies in a punctual manner to the satisfaction of CMSD. Failure of the CMSD's designated representative to require such correction shall not relieve the contractor the obligation to provide the quality and quantity of work required within the time required by the contract.

**Misc. Work:** Vendor may also be requested to perform deliveries and pickups of new and old technology equipment which should be appropriately packed and protected during deliveries and pickups.

Upon request, pick up and delivery of various donations from business(es) for the use of Cleveland Schools may be needed.

For continuous projects, a daily route schedule of deliveries and pickups will be provided every morning and depending on what is being delivered/picked up a daily route could consist of one or two stops, or fifteen plus.

**Pricing:** Proposals shall be submitted specifying an hourly rate for manpower and vehicles. This rate shall include any fuel, dollies, handcarts, pallet jacks, etc. required for an efficient and professional move. Any charges that might apply must be included.



## Cost Proposal and Pricing

### RFP #21288 – Moving Services

The undersigned proposes to provide Moving Services in accordance with the Specifications and to the entire satisfaction of, and acceptance by, the District and for the following prices. The contract period is for one (1) year with the option by CMSD to renew for two (2) one-year renewal options. The initial term will be from May 1, 2020 to June 30, 2021; renewal option 1 is for the 2021-2022 School Year of July 1, 2021 to June 30, 2022; and renewal option 2 is for the 2022-2023 School Year of July 1, 2022 to June 30, 2023. CMSD reserves the right to request additional pricing from the awarded Vendors for services not identified herein. Vendor shall provide the best rates for services later identified by CMSD based on the request and in accordance with the specifications and requirements outlined herein. The District does not guarantee utilization of services or make any comment as to minimum amount of services through the term of any awarded agreement.

	<b>For The 2020-2021 School Year</b>	<b>For The 2021-2022 School Year</b>	<b>For The 2022-2023 School Year</b>
<b>Hourly Rate During regular business hours</b> Inclusive of all labor, and administrative fees			
<b>Hourly Rate Nights and/or weekends</b> Inclusive of all labor, and administrative fees			
<b>Daily Rate Truck Rate</b> Inclusive of all transportation costs			
<b>Lead Time / Notice Required for Moving Services</b>			

<b>Optional Pricing</b>			

**Vendors must complete the signatory requirement below:**

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

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

City, State, Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

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

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

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

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