



REQUEST FOR PROPOSALS #21337

FOR

2022 TWENTY-FIVE (25) SITE BASIC PREVENTATIVE MAINTENANCE PROGRAM

Region 1 (7 Sites)

Region 2 (5 Sites)

Region 3 (4 Sites)

Region 4 (9 Sites)

**FOR THE
CLEVELAND MUNICIPAL SCHOOL DISTRICT**

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

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

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Part I: NOTICE OF REQUEST FOR PROPOSAL #21337

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 March 2, 2022**. **Mailing of ITB responses are encouraged. However, hand deliveries will only be accepted from 12:00 PM to 1:00 PM on March 2, 2022. PPE IS REQUIRED TO BE WORN FOR ENTRANCE TO AND WHILE IN THE BUILDING.** Responses will not be opened publicly.

2022-2023 TWENTY-FIVE (25) SITE BASIC PREVENTATIVE MAINTENANCE PROGRAM

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

There will be a Pre-Proposal Conference on **February 9, 2022 at 10:30 AM**. The Pre-Proposal Conference will be at the **Cleveland Metropolitan School District Trades Office, located at 3840 Ridge Road, Cleveland, Ohio 44144**. Attendance at the Pre-Proposal Conference is encouraged but not mandatory.

All questions and correspondence related to this RFP must be submitted in writing **ONLY** by **12:00 pm on February 11, 2022** at the email address given above. All answers to corresponding questions and concerns will be sent directly to those submitting the question. A comprehensive question and answer list will also be posted at clevelandmetroschools.org/purchasing. Any errors and/or omissions reported will be addressed via Addenda. Addenda will be issued no later than **February 18, 2022**.

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

No proposal may be withdrawn for at least ninety (90) days after the deadline for submittal.

The Cleveland Metropolitan School District reserves the right to reject any and all Proposals, to waive any and all informalities or irregularities, and to disregard all non-conforming responsive conditional Proposals.

The Cleveland Metropolitan School District does not discriminate in educational programs, activities or employment on the basis of race, color, national origin, sex, age, religion or disability.

The new Uniform Grant Guidance, 2 CFR200 (UGG) went into effect for Cleveland Metropolitan School District (CMSD) on July 1, 2018 and will apply to awards or funding increments issued on or after this date. Purchases funded by federal grant funds must adhere to regulations found in Uniform Guidance "Super Circular", 2 CFR 200 (UGG), as a condition of receiving funds and to meet annual audit compliance. In an effort to keep policy for all grants consistent, the CMSD has implemented the new federal guidelines regarding procurement utilized with federal grants.

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

M. Angela Foraker
Executive Director, Procure to Pay
February 2, 2022

Section I: Instructions to Proposers

2022-2023 TWENTY-FIVE (25) SITE BASIC PREVENTATIVE MAINTENANCE PROGRAM

1. All proposals shall be made upon the Proposal Form(s) furnished. All information requested in the RFP must be filled in legibly and complete with blue ink signatures, or the Proposal may be considered non-responsive. No oral, telephonic, or telegraphic proposals or modifications will be considered. **Proposals shall be submitted in an opaque envelope, and the RFP name and number must be on the outside envelope of submittals including shipping labels**
2. Proposals are due at the Cashier's Office of the Board of Education, Cleveland Metropolitan School District, Administration Building, 1111 Superior Avenue E, Suite 1800, Cleveland Ohio, 44114, on or before **1:00 p.m.** current local time on **March 2, 2022**. **Mailing of RFP responses are encouraged. However, hand deliveries will only be accepted from 12:00 PM to 1:00 PM on March 2, 2022. PPE IS REQUIRED TO BE WORN FOR ENTRANCE TO AND WHILE IN THE BUILDING.** Responses will not be opened publicly.
3. All submissions must include **One (1) original, with blue ink signatures, two (2) copies, and one (1) electronic format bid on a USB flash drive.** Vendors not complying with this requirement will be notified that they have twenty-four (24) hours in which to comply with this requirement or their Bid will be **disqualified**. This applies to **copies only**.
4. No Response may be withdrawn for at least ninety (90) days after receipt of response at **1:00 p.m.** current local time, on **March 2, 2022**.
5. Written questions may be directed to the Purchasing Division via email to: seletha.thompson@clevelandmetroschools.org **no later than 12:00 pm February 11, 2022**. The District will **NOT ACCEPT** any telephone calls regarding any of the submittals and/or "short lists." Under no circumstances should any firm interested in providing the services identified in this Bid, their designees, or anyone affiliated with their firm, contact any other District employee or official during the Bid process, in an attempt to lobby or influence the selection of a vendor pursuant to this Bid. No oral, telephonic, telegraphic, or electronic modifications will be considered.
6. The Cleveland Metropolitan School District reserves the right to reject any and all proposals, to waive any and all informalities or irregularities, and to disregard all non-conforming responsive conditional proposals.
7. Proposer understands and agrees that subsequent to submission of the proposal, any District resolution authorizing the award of a contract or agreement does not vest any contractual rights in the proposer.
8. Proposer understands and agrees that any such District resolution operates only to encumber funds necessary for the projects and does not create a binding contract.

9. Proposer further acknowledges and agrees that any such District resolution may be revoked, at any time prior to execution of a formal, written contract.
10. Proposer acknowledges and agrees that it has no vested contractual right until such time as a purchase order and contract have been issued.
11. Proposer further acknowledges and agrees that execution of a contract and issuance of a purchase order is not a ministerial function, but is a formal requirement for acceptance of the RFP.
12. Proposer must present evidence to the District, upon request, that they are fully competent and have the necessary facilities, equipment and financial resources to perform the work required in the Specifications within the time frame required.
13. The District reserves the right to award the bid in whole or in parts, by item, by group of items, to a single vendor; or to multiple vendors, where such action serves the best interests of the District.
17. This RFP response should be submitted before **1:00 p.m.** current local time, **March 2, 2022** to the Cleveland Metropolitan School District, Cashiers Office of the Cleveland Metropolitan School District, 1111 Superior Avenue E, Suite 1800 Cleveland, Ohio 44114, the submission to include **One (1) original, with blue ink signatures, two (2) copies, and one (1) electronic format bid on a USB flash drive** of the following:
 - a. Transmittal Cover Letter
 - b. Completed Bid Form with Addendum Acknowledgement including evidence of State certification to perform the work required.
Please note: *Failing to acknowledge a published Addendum may cause your response to be rejected.*
 - c. Signed Acknowledgement for Instructions to Bidders.
 - d. Vendor Request Form
 - e. W-9 Taxpayer Identification Form
 - f. Completed and notarized Bidder's Qualification Form.
 - g. Signed Conflict of Interest Form
 - h. Completed and notarized Non-Collusion Affidavit.
 - i. Completed and notarized EOA Compliance Declaration documents.
 - j. Completed and notarized Diversity Business Enterprise Participation Forms.
 - k. Properly executed Affidavit and/or Company Board of Directors Resolution authorizing certain person to sign legal documents such as the Bid Form, Bidder's Qualification Form, etc.
 - l. Completed Debarment Form
 - m. A certified check for 10% of the total amount of the bid payable to the Treasurer of the Cleveland

Metropolitan School District, or satisfactory bid bond executed by the bidder and a Surety company shall be submitted with each bid on a form supplied by the bondsman.

- 18.** Proposer shall not include Ohio Sales Tax in the price quoted. The Cleveland Metropolitan School District will provide tax exempt certificate to the successful Bidder upon request.

19. SECURITY

Vendor’s workmen, foremen, other personnel, and subcontractors on CMSD site will be required to meet Cleveland Metropolitan School District security requirements. Contractor must issue personnel I.D. badges. Any worker not complying with CMSD security requirements will immediately be ordered off project and without prejudice or recourse to CMSD.

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

20. INSURANCE

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

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

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

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

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

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

21. DIVERSITY BUSINESS GOAL

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

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

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

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

22. ADVERTISING

In submitting a response, Vendors agree, unless specifically authorized in writing by an authorized representative of CMSD on a case by case basis, that it shall have no right to use, and shall not use, the name of Cleveland Metropolitan School District, its officials or employees, (a) in any advertising, publicity, promotion, nor (b) to express or imply any endorsement of Agent's services.

23. The term of this agreement will begin immediately upon selection, approval and contract execution through completion to the lowest responsive and responsible vendor. The Contract Documents consist of the following:

- a. All Purchasing Documents set forth in Part I herein;
- b. Certified Purchase Order or Supplier Contract to be issued to Lowest Responsive and Responsible Bidder;
- c. Specifications herein;
- d. Notice to Bidders;
- e. Instructions to Bidders;
- f. Bid Form;
- g. Bid Guaranty;
- h. All applicable addenda, attachments, and exhibits hereto.

The awarded Bidder shall perform all Work described in the Contract Documents, including without limitation, all terms and conditions of the specifications contained herein or otherwise stated in the

bid documents and reasonably inferable therefrom by the Bidder as necessary to produce the results intended thereby for specifications and scope of work requested herein by the District.

Responses will be evaluated, first, as responsive or non-responsive to the Bid specifications. A preliminary review will be conducted of all bids submitted on time to ensure the bid adheres to the mandatory requirements specified in the Bid. Bids that do not meet the mandatory requirements will be deemed non-responsive and may be rejected. CMSD reserves the right to select the bid which most closely meets the requirements specified in the RFP. Second, the bids will be evaluated based on the information presented in the bid. The Bid will be awarded to the lowest responsive and responsible vendor

CMSD reserves the right to reject all bids and deviate from this purchasing process to utilize other purchasing mechanisms available to the district under Ohio Law. Scope review and follow-up discussions with the apparent low bidder may be requested. CMSD reserves the right to interview or to seek additional information related to criteria already specified in the Invitation to Bid after opening the bids prior to issuance a certified Purchase Order or Supplier Contract.

Part II: DISTRICT RELATED FORMS

Required Purchasing Division Documents and Instructions

Section I: Addendum Acknowledgement Form for RFP #21337

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

Addendum Number

Date of Receipt

Proposer: _____

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

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

Signature: _____ Date: _____

Section II: Acknowledgement

(Name of Company)

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

By: _____
(Name and Title)

Date: _____

Section V: No Bid/Proposal Form

RFP #21337

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

To all prospective bidders/proposers:

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

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

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

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

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

Name of Company: _____

Company Representative: _____

Address: _____

City, State: _____ Zip Code: _____

Telephone Number: _____

Fax Number: _____

Date: _____

Section VI: Certificate of Debarment



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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

Business Name _____

Date _____

By _____
Name and Title of Authorized Representative

Signature of Authorized Representative

Section VI: Certificate of Debarment Pg. 2

- 2 -

INSTRUCTIONS FOR CERTIFICATION

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

Section VII: Conflict of Interest Form

Statement of Potential Conflicts of Interest

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

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

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

Yes _____ No _____

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

Name: _____

Position: _____

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

_____ %

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

Yes _____ No _____

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

Name: _____

Job Duties: _____

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

CERTIFICATION

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

NOTARIZED STATEMENT

_____ being duly sworn and deposes says

That he/she is the _____ of
(title)

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

(signature)

Subscribed and sworn before me this ___ day of _____, 20__

Notary Public: _____

My commission expires: _____

Section VIII: Bidder/Proposer Qualifications Form

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

PROPOSER NAME: _____

ADDRESS: _____

CITY; STATE: _____ ZIP: _____

CONTACT PERSON: _____

TITLE: _____

TELEPHONE: () _____ TOLL FREE: () _____

TAXPAYER IDENTIFICATION NUMBER: _____

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

- h. Principal place of doing business
-
- 6. If you are currently in a partnership, list the following:
 - a. Name and address of all general and limited partners.

 - b. Original name and date of organization's inception

 - 7. If you are neither a corporation nor a partnership, please describe your organization and list principals.

 - 8. Are you legally qualified to do business in the State of Ohio?

 - 9. Are you legally qualified to do business in Cuyahoga County and licensed by the City of Cleveland?

 - 10. Has your organization ever been (i) declared by a customer to be in default under a contractor and/or (ii) sued by a customer for failure to completely a contract or properly perform services in a timely manner? If yes, please state where, when, and why.

 - 11. Has your organization ever been cited by a local, county, state, or federal authority for violation of a regulation or statute or failing to timely complete a contract in accordance with specifications? If yes, please state date, agency, and final disposition.

 - 12. Has your organization ever filed for bankruptcy? If yes, please state where, when and why?

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

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

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

Name of insuring company: _____

Policy number: _____

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

Owned vehicles _____

Non-Owned vehicles _____

Name of insuring company _____

Policy number _____

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

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

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

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

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

Notarized Statement

_____ being duly sworn and deposes says

that he/she is the _____ of
(title)

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

(signature)

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

Notary Public: _____

My commission expires: _____

Section IX: 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 INSURED	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%; text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="width: 30%; text-align: center;">NAIC #</td> </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:	
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INSURER D:															
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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"/> LOG						EACH OCCURRENCE \$ _____ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ _____ MED EXP (Any one person) \$ _____ PERSONAL & ADV INJURY \$ _____ GENERAL AGGREGATE \$ _____ PRODUCTS - COM/OP AGG \$ _____
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ _____ BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <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"/> OTH-ER <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 X: 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 XI: Diversity Business Enterprise Program and Participation Forms

PROGRAM OVERVIEW

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

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

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

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

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

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

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

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

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

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

Definition of DBE: A Diversity Business Enterprise (DBE)

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

entities, that has its management and daily business controlled by members of an economically diverse Indian tribe or Native Hawaiian organization.

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

Definition of FBE: Female Business Enterprise (FBE)

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

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

TERMS

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

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

to supply each quarter during the term of its contract with the District. If the contractor meets its goal or if the contractor demonstrates that every reasonable effort has been made to meet its goal, the contractor shall be presume to be in compliance. Where the Diversity Officer finds that the contractor shall be presume to be in compliance. Where the Diversity Officer finds that the contractor has failed to comply with the requirements of this Notice, said Diversity Officer shall inform the Purchasing Director who shall immediately notify the contractor to take corrective action. If the contractor fails or refuses to comply promptly, then the Purchasing Director, upon approval of the District, shall issue an order shopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made subject of claim for extension of time or for excess costs or damages by the contractor. When the District proceeds with such formal action it has the burden of proving that the contractor has not met the requirements of coming forward and showing that it has met the good faith requirements of the Notice, specifically including paragraph 7 hereof. Where the contractor is found to have failed to exert every good faith effort to involve DBE in the work provided, the District may declare that the contractor is ineligible to receive further District funds, whether as a contractor, subcontractor, or as a consultant, for a period of up to three (3) years.

9. The contractor will keep records and documents for three (3) years following performances of this contract to indicate compliance with this Notice. These records and documents, or copies thereof, will be made available at reasonable times and places for inspection by any authorized representative of the District upon request together with any other compliance information which such representative may require.
10. Proposers and contractors are bound by all requirements, terms and conditions of this Notice.
11. Nothing in this Notice shall be interpreted to diminish the present contract compliance review

1: DBE Form A

Name of Firm: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Type of Business (Product or Service): _____

Date of Proposed Contract Award: _____

Amount of Proposed Contract Award: _____

Diversity Business Enterprise Subcontractor(s):

Dollar Amount Subcontract Award: _____

Percent of Subcontract Award: _____

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

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

Name of EEO Officer: _____

(Signature of owner, partner, or authorized officer)

Name: _____ Dated: _____
(printed)

Title: _____

DO NOT COMPLETE BELOW THIS LINE

___ Compliant ___ Compliance Pending ___ Non-Compliant

Compliance Date: _____

(signature, DBE Department)

(date)

2: DBE Form B

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

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

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

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

Proposer: _____

Date: _____

By: _____

Title: _____

Definition of DBE: A Diversity Business Enterprise (DBE)

"Small Diversity business concern" means a small business concern that is 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 XII: EOA Contractual Declaration Forms

CMSD Affirmative Action Program

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

A. SUBMISSION OF VENDOR EMPLOYMENT PRACTICE REPORT

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

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

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

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

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

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

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

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

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

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

B. EVALUATION OF COMPLIANCE DATA

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

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

C. AFFIRMATIVE ACTION PLAN

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

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

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

Form 1: Vendor Contract Compliance Form

Name of Firm: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Standard Metropolitan Statistical Area: _____

Recruitment Area: _____

Type of Business (product or service): _____

Name of EEO Officer: _____

Signature of Owner, Partner, or Authorized Officer: _____

Name (type or print): _____

Date: _____ Title: _____

Do not complete below this line

Status of Vendor:

Compliance

Conditional Compliance

Non-Compliance

Compliance Pending

Comments: _____

Date: _____ Signature: _____

Form 2: Compliance Declaration

The following must be filled out completely:

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

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

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

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

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

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

(Name of Company)

_____ Date: _____

(Signature of Company Official)

STATE OF ()
COUNTY OF ()SS.

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

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

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

_____, _____, this

day of _____, 20__.

DESCRIPTION OF JOB CATEGORIES

OFFICIALS, MANAGERS, AND SUPERVISORS

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

PROFESSIONALS

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

TECHNICIANS

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

SALES WORKERS

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

OFFICE AND CLERICAL

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

CRAFTWORKERS (SKILLED)

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

OPERATIVE (SEMI-SKILLED)

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

LABORERS (UNSKILLED)

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

SERVICE WORKERS

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

APPRENTICES

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

Form 3: Employment Data Form

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

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

Additional information (optional):

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

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

FIRM OR CORPORATE NAME: _____

DATE: _____

SIGNATURE: _____

TITLE: _____

Section XIII: Supplier Contract Sample



SAMPLE ONLY

CMSD SUPPLIER CONTRACT

This agreement is made on this _____ day of _____ 202_, by and between

Supplier Name

Address, City, State, Zip

(“Supplier”) and **THE CLEVELAND MUNICIPAL SCHOOL DISTRICT**, 1111 Superior Ave. E. Suite 1800, Cleveland, Ohio 44114 (the “District”), and is for the purpose described below.

1. **CONTRACT PURPOSE.** The purpose of this contract is:

(State Purpose)

by providing the following: *(list all equipment, supplies, goods, services and deliverables to be provided):*

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

2. **TERM.** This Agreement shall commence on the date executed by the second of the Parties to sign this instrument and shall terminate on acceptance of all equipment, supplies, goods, services and deliverables described above and no later than _____ *(Date)*;

*Additional
Worktags*

*Additional
Worktags*

6. **INDEMNIFICATION AND HOLD HARMLESS.** The Supplier shall indemnify, defend, and hold harmless the District, all of its members, officers, employees, and agents, from and against any and all liability (whether real or asserted), claims, demands expenses, costs (including legal fees), and causes of action of any nature whatsoever for injury or death of persons, or damage or destruction of property which may result from or arise out of the negligence or intentional misconduct of the Supplier or its employees, officers, or agents, in the course of the Supplier’s performance of this Agreement or the Supplier’s failure to perform. This indemnification and hold harmless obligation survives the term of this Agreement. The parties acknowledge that the District is a political subdivision, and as such, is prohibited by law from entering into an indemnification agreement. Nothing contained within this Agreement is intended nor shall be construed to provide indemnification by the District.

7. **INDEPENDENT CONTRACTOR STATUS.** Supplier and the District acknowledge and agree that Supplier is an independent Contractor and has no authority to bind the District or otherwise act as a representative of the District. The District will provide **no** benefits such as health insurance, unemployment insurance, or worker’s compensation insurance to Independent Contractor. Independent Supplier will be responsible for payment of all federal, state and local income taxes, unemployment and worker’s compensation coverage’s.

8. **AMENDMENT/MODIFICATION.** No amendment or modification of this Agreement, and no waiver hereunder, shall be valid or binding unless set forth in writing and signed by each party.

9. **CONFIDENTIALITY/OWNERSHIP.** The Supplier agrees that all financial, statistical or proprietary information provided by the District or any information that the Supplier may acquire, directly or indirectly, if any, which relates to the District will be kept confidential and not used by or released to any third party or parties without the prior written consent of the District. The Supplier further agrees that any written material, (e.g., report, study, etc.), developed for the District shall be property of the District, and the District shall be entitled to obtain copyrights or any similar such protection for any deliverables furnished by the Supplier under the terms of this Agreement, and that any such materials be considered a “work-for-hire.”

10. **NO DAMAGES FOR DELAY.** The District shall not be held responsible for any loss, damage, costs, or expenses sustained by the Supplier as the result of any project delays, disruptions, suspensions, work stoppages, or interruptions of any kind, whether reasonable or unreasonable or whether occasioned by changes ordered in the work or otherwise caused by an act or omission of the District, its agents, employees, or representatives, or by any cause whatsoever beyond the control of the Supplier.

11. **FINDINGS FOR RECOVERY/ DEBARMENT OR SUSPENSION.** *[ATTACH CERTIFICATION FROM AUDITOR OF STATE’S WEBSITE AND FEDERAL SYSTEM FOR AWARD MANAGEMENT (SAM) WEBSITE] (INCLUDE BOTH REPORTS)*

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

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

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

12. **CRIMINAL BACKGROUND CHECK.** Supplier agrees to successfully complete a criminal background check on any of its employees who provide services under this Agreement in the school district and who are required by Ohio Revised Code Section 3319.39, 3319.31 or 3319.392, as amended. A copy of all such background checks shall be provided by the Supplier to the District at the Supplier's expense.
13. **DISCRIMINATION.** Supplier certifies that it does not discriminate and covenants that it shall not discriminate on the basis of race, religion, marital status, color, national origin, sex, age, disability or any other classification protected under federal, state, or local law.
14. **PERSONNEL.** Upon the District's request, and in its sole discretion, Supplier shall replace personnel, if any, assigned by Supplier.
15. **LABOR DISPUTE.** If the Supplier has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the party shall immediately give notice, including all relevant information, to the District.
16. **PROMPT PAYMENT DISCOUNT.** If the Supplier offers a prompt payment discount on any other contract, public or private, then the District shall be extended the same discount on this contract and shall be so notified of the existence of the discount and the terms thereof.
17. **DAMAGE TO BUILDINGS, EQUIPMENT, AND VEGETATION.** The Supplier shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the District premises. If the Supplier's failure to use reasonable care causes damage to any District property, the Supplier shall replace or repair the damage at no expense to the District as the District directs. If the Supplier fails or refuses to make such repair or replacement, the Supplier shall be liable for the cost, which may be deducted from the contract price.
18. **TIME.** Time is of the essence in the performance of this contract.
19. **NOTICE OF BANKRUPTCY.** If the event Supplier enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Supplier agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the District Office responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of District contract numbers and contracting offices for all District contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

20. **PAYMENT OF MONEYS DUE DECEASED SUPPLIER.** If the Supplier dies or is dissolved prior to completion of this Agreement, any moneys that may be due to Supplier from the District for services rendered prior to the date of death or dissolution shall be paid to Supplier's executors, administrators, heirs, personal representative, successors, or assigns or as may be directed by an order of a Probate Court.
21. **AVAILABILITY OF FUNDS.** The Parties acknowledge and agree that the District is a governmental entity and due to statutory provisions cannot commit to the payment of funds beyond its fiscal year (July 1, through June 30). If funds are not allocated for the Services that are the subject of this Agreement following the commencement of any succeeding fiscal year during which this Agreement may continue, the District may terminate this Agreement without liability for any termination charges, fees, or penalties, at the end of its last fiscal period for which funds were appropriated. The District shall be obligated to pay all charges incurred through the end of the last fiscal period for which funds were appropriated. The District shall give the Service Supplier written notice that funds have not been appropriated (a) within a reasonable time after the District receives notice of such non-appropriation; and, (b) at least fourteen (14) days prior to the effective date of such termination.
22. **RECORDS.** The Supplier shall maintain all records pertaining to this Agreement on file for not less than ten (10) years and until any audit issues are resolved and to make such records available to the District, or any other duly authorized representative, upon request except if this is a federally funded contract.

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

23. **DEFAULT.** Any of the following events constitute default by the Supplier:
- a. Non-performance of any term, covenant, or condition of this Agreement by the Supplier within the time provided; or
 - b. Any act of insolvency by the Supplier or the filing of any petition under any bankruptcy, reorganization, insolvency, receivership, or moratorium law, or any law for the relief of, or relating to debtors; or
 - c. The filing of any involuntary petition under any bankruptcy statute against the Supplier or the appointment of any receiver or trustee or to take possession of the property of the Supplier; or
 - d. Failure of the Supplier to pay a third party(ies) resulting in any claim(s) against the District or the filing of Liens on Public Funds; or
 - e. Failure to maintain the required insurance or equipment as well as failure to provide qualified/licensed personnel or quality and safe vehicles.
24. **EFFECT OF DEFAULT.** In the event of any default by the Supplier, the District may do any one or all of the following:
- a. Terminate the contract and withhold funds due, if any to satisfy any third-party claims;
 - b. Sue for and recover all damages arising out of the Supplier's default;
 - c. Cure the default and obtain reimbursement and cover from the Supplier.

- d. Exercise any other rights available to it in law or equity.
25. **WAIVER OF DEFAULT.** If the District consents to or waives the breach of any provision of covenant in this Agreement, such waiver shall not constitute a waiver of such provisions or covenant as to the future, and the District shall not be estopped from later enforcing any provision or covenant it may have previously waived or elected not to enforce; nor shall such waiver have any effect on the enforcement of any other provision of this contract.
26. **TERMINATION FOR CONVENIENCE OF DISTRICT.** The District may terminate this Agreement at its option without obligation upon fourteen (14) days written notice to the Supplier. The District may terminate this Agreement for any reason or no reason at all.
27. **EFFECT OF TERMINATION FOR CONVENIENCE.** If the District terminates this Agreement for its convenience, then the District shall only remit payment to the Supplier for work performed up to the date of termination. In no event shall the Supplier be entitled to lost or anticipatory profits.
28. **MISCELLANEOUS.**
- a. Supplier represents and warrants that she possesses the qualification and personnel, if required, to provide the services agreed to herein.
 - b. Neither party may assign, modify, or sub-contract this Agreement, or any right or interest herein, without the prior written consent of the other party.
 - c. This Agreement shall be binding upon and inure to the benefit of the Parties, their successors, and permitted assigns.
 - d. To the extent that the terms of this Agreement materially conflict with or render ambiguous any provision of the Supplier's (Bid/Proposal), the terms of this Agreement shall govern.
 - e. The paragraph headings are for convenience only and shall not effect the interpretation of this Agreement.
 - f. This validity, construction of this Agreement shall be determined in accordance with the laws of the State of Ohio.
 - g. The Supplier and all subcontractors shall comply with all local, state and federal laws, rules, regulations and ordinances.
 - h. No travel expense reimbursement is authorized unless specifically stated in this contract. If so stated, the meals, travel, and lodging are reimbursable only in strict compliance with the Ohio Auditor of State Technical Bulletins, Guidance and Rules and Regulations and, if this contract is federally funded in whole or in part, in strict compliance with all rules, regulations and guidance of the U.S. Office of Management and Budget and any other federal office or agency having jurisdiction over federally funded contracts.
 - i. This Agreement contains the entire agreement between the parties with respect to the services to be provided hereunder, and there are no representations, understandings or agreements, oral or written, which are not included herein.
29. **CONFLICT OF INTEREST.** The Supplier represents that he/she is not an employee or board member of the Cleveland Municipal School District. The Supplier further represents that no employee or board member of the Cleveland Municipal School District has any ownership interest in or fiduciary

duties to the Supplier or any of its parent affiliations and is not on the board of directors of the Supplier or hold any officer position with the Supplier. The District's signatory to this agreement represents that neither he/she or any family member have any ownership interest in or fiduciary duties to the Supplier or any of its parent affiliations and are not on the board of directors of the Supplier or hold any officer position with the Supplier.

CONTRACT MUST BE APPROVED BY CMSD
LEGAL DEPARTMENT PRIOR TO SIGNATURE

Approved as to form:

Law Department
Cleveland Municipal School District

DATE: _____

NOTICE TO SUPPLIERS

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

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

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

(SUPPLIER NAME)

CLEVELAND MUNICIPAL SCHOOL DISTRICT

BY: _____

BY: _____

TITLE: *Supplier* _____

TITLE: _____

DATE: _____

DATE: _____

Section XIV: References

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

Reference #1:

Company/School Name: _____

Address: _____

Type of Business: _____

Contact Person: _____

Telephone and Fax#: _____

Dates of Service: _____

Description of Services Provided: _____

Reference #2:

Company/School Name: _____

Address: _____

Type of Business: _____

Contact Person: _____

Telephone and Fax #: _____

Dates of Service: _____

Description of Services Provided: _____

Reference #3:

Company/School Name: _____

Address: _____

Type of Business: _____

Contact Person: _____

Telephone and Fax#: _____

Dates of Service: _____

Description of Services Provided: _____



Part 2: Specifications and Forms

#21337

2022-2023 TWENTY – FIVE (25) SITE BASIC PREVENTATIVE MAINTENANCE PROGRAM

For the
Cleveland Metropolitan School District

Section A: Specifications

SECTION 102326 – OVERALL SPECIFICATIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Instructions to Proposers, Overall Scopes of Work descriptions, published Supplemental Drawings/Documents and general provisions of the Preventative Maintenance Contract, including General and Supplementary Conditions and Documents of Owner Requirements apply to this Section.
1. Refer to Original and subsequent RFQ/RFP Documents issued by District's Advocates.
 2. Scope of Work: General – [Base & Alt Scope Combined], refer to all OPR documents issued:
 - a. BASE: Basic Preventative Maintenance (PM) Program for existing installed HVAC equipment, based on the current & applicable SPECIFIC SCOPE Descriptions and published Maintenance guidelines (tasks, frequency, reporting, etc.):
 - 1) ITEM 1: REGION 1 (7 sites overall).
 - a) **Collinwood High School** [15210 St. Clair Ave., Cleveland, OH 44110]
 - b) **Ginn Academy @ Margaret Spellacy** [655 E 162nd St., Cleveland, OH, 44110]
 - c) **Glenville High School** [650 East 113th St., Cleveland, OH, 44108]
 - d) **Kenneth Clement BLA** [14311 Woodworth Ave., Cleveland, OH, 44112]
 - e) **Lakeside Digital Arts/Davis Aviation & Maritime** [1440 Lakeside Ave., #1137, Cleveland, OH, 44114]
 - f) **Marion-Sterling** [3033 Central Ave., Cleveland, OH, 44115]
 - g) **Michael R. White/Stonebrook Montessori** [1000 East 92nd St./975 East Blvd., Cleveland, OH, 44108]
 - 2) ITEM 2: REGION 2 (5 sites overall).
 - a) **Alfred A. Benesch** [5393 Quincy Ave., Cleveland, OH, 44104]
 - b) **Bolton** [9803 Quebec Ave., Cleveland, OH, 44106]
 - c) **Dike School for the Arts** [2501 East 61st Street, 44104]
 - d) **East Technical High School** [2439 East 55th St., Cleveland, OH, 44104]
 - e) **Washington Park Environmental Studies** [3875 Washington Park Blvd., Cleveland, OH, 44105]
 - 3) ITEM 3: REGION 3 (4 sites overall).
 - a) **Louis Munoz Marin** [1701 Castle Ave., Cleveland, OH, 44113]
 - b) **Scranton** [1991 Barber Ave., Cleveland, OH, 44113]
 - c) **Tremont** [2409 West 10th St., Cleveland, OH, 44113]
 - d) **Garrett Morgan** [4016 Woodbine Ave., Cleveland, OH, 44113]
 - 4) ITEM 4: REGION 4 (9 sites overall).
 - a) **Bard High School @ Carl Shuler** [13501 Terminal Ave., Cleveland, OH, 44135]
 - b) **Benjamin Franklin** [1905 Spring Rd., Cleveland, OH, 44109]
 - c) **Charles Mooney** [3213 Montclair Ave., Cleveland, OH 44109]
 - d) **Clara E. Westropp** [19101 Puritas Ave., Cleveland, OH, 44135]
 - e) **Denison** [3799 West 33rd St., Cleveland, OH 44109]
 - f) **Douglas MacArthur GLA** [4401 Valleyside Rd., Cleveland, OH, 44135]
 - g) **Louis Agassiz** [3595 Bosworth Rd., Cleveland, OH, 44111]
 - h) **Newton D. Baker** [3690 West 159th St., Cleveland, OH, 44111]

- i) **Valley View BLA** [17200 Valleyview Ave., Cleveland, OH, 44135]
- b. SPECIFIC Preventative Maintenance Scope items included in the Scope of Work (BASE & ALTERNATES):
 - 1) Filter Changes (new media and labor for removal, disposal and installation).
 - a) Air Handling Units (AHU/DOAS) Pre-Filters: 3 times per year per set.
 - b) AHU/DOAS AFTER-Filters: 1 time per year per set.
 - c) Air & Water Terminal Units: 1 time per year per terminal.
 - d) Water Source Heat Pumps: 2 times per year per unit.
 - e) Variable Refrigerant Flow (VRF) Terminal Units: Clean-Wash or Replace 2 times per year per unit.
 - 2) Motor Belt Maintenance: 1 time per year per motor.
 - 3) Motor Lubrication Maintenance: 1 time per year per motor.
- 3. Targeted Schedule:
 - a. **Proposals due March 2, 2022.**
 - b. PM Mechanical Services Substantially-complete by end of December 2022.
 - c. Final Execution of First Year PM duties by middle of January 2023.

1.2 SUMMARY

- A. The purpose of this Overall Specification Section is to describe the project's main intent, to establish main boundaries of responsibilities, and to reasonably narrow the not-yet-made choices of the proposers according to Owner-driven Criteria & Project intents:
 - 1. Basic Form of Contract – HVAC Preventative Maintenance Services Agreement (refer to supplemental documents for legal and clarifications).
 - 2. Schedule: Coordinate Proposed activities to allow project completions to coincide with target completions of this Scope of Work, based upon published schedules in RFQ/RFP documents:
 - a. Heating Systems fully operational: October 1.
 - b. Cooling Systems fully operational: April 1.
 - 3. Preventative Maintenance Services Scope of Work - furnished by Proposer with general intent of qualifying & quantifying the amount/type of Services required to SPECIFIC Scope Services as supported by available manufacturer-based care documentation for the equipment/systems designated. This may include, but is not limited to:
 - a. HVAC:
 - 1) Refer to published equipment lists and/or information gathered in field for specific sites/facilities:
 - a) Original design drawing/As-Built equipment schedules
 - b) Original design drawing/As-Built Mechanical Room Layout Plans
 - c) Original design drawing/As-Built Flow Diagrams
 - d) Operation & Maintenance Manual documents for actual installed equipment.
 - b. Current Available Reference Documents available can be found at the following Cloud Site:
 - 1) <https://drive.google.com/open?id=1gLGLFIX5EkmVsozleex6UU6Oaz4VluOS>
 - 4. Scope of Work Included Equipment per School – to be cross-referenced by supplemental documents published AND field-verified at each site for accuracy:
 - a. Reference Documents available can be found at the above-published Cloud Site.
 - b. Refer to MASTER Group Schedule of known HVAC Equipment installed, (to be field-verified):
 - 1) Air Handling Units
 - 2) Boilers
 - 3) Chillers
 - 4) Condensing Units
 - 5) Dedicated Outside Air Systems

- 6) Dry & Fluid Coolers
- 7) Open Cooling Towers
- 8) Split DX AC Units
- 9) Exhaust Fans
- 10) Fan Coil Units
- 11) Unit Ventilators
- 12) Water Source Heat Pumps
- 13) Variable Refrigerant Flow Systems
- 14) Makeup Air Units
- 15) Hydronic Pumps
- 16) Glycol Makeup Units
- 17) Air Terminal Units
- 18) Heating Terminal Units
- 19) Intake Air Louvers

1.3 SUBMITTALS

- A. Pre-Award Phase: At time of HVAC PM Services Proposal and in addition to any Proposal/Bid/Clarification Forms required, provide the following documents to aid the evaluation of Proposals meeting the Criteria:
 1. Within each Grouping, the Proposer will submit a By-Site Breakdown of the Lump Sum Proposal Amounts, including/notifying the Allowance Amount included, summing to the total amount of the Offer.
 2. Schedule of Activities: timeline and expected area sequence of actions – to be continually updated for plans and progress and then shared with District’s Facilities Team.
 3. Typical Filter Media Product Data Sheets – each general type.
 4. Typical HVAC Motor Belt Product Data Sheets.
 5. Typical HVAC Motor Lubrication Compound Product Data Sheets.
- B. Service Ticket/Work Order Reporting Documents: Provide industry-standard forms for each product/system being maintained to include in Final Project emergency, operation, and maintenance manuals.
 1. Include a SPECIFIC Summary of completed maintenance items for each unit/system addressed, complete with pertinent part numbers and frequency of actions taken.
 2. Include a SPECIFIC Summary of recommended maintenance items for each unit/system addressed, complete with pertinent part numbers and cost estimate for actions recommended.

1.4 QUALITY ASSURANCE

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

1.5 PREVENTATIVE MAINTENANCE SERVICES

- A. Purpose of this section is to allow the qualified Preventative Maintenance Services Proposers an opportunity to offer the school district (CMSD) a flexible option(s) for annual contracting of

manufacturer/System-based Basic (limited-coverage) Maintenance Services for the installed and operating **HVAC Equipment & Systems** as noted in the Site Schedule(s).

- B. The District reserves the right to accept, reject or modify-and-accept the conditions returned in this Manufacturer-based Maintenance Services proposal.
- C. Interviews and/or Scope of Services reviews may be subsequently held to clarify inclusions, exclusions and Proposer-offered creative options prior to making any formal decisions on agreements.
- D. Basic Terms & Conditions for Preventative Maintenance Services Scopes of Work:
 - 1. Commencement and Duration of Maintenance Agreement:
 - a. Start – begins at dates stated/agreed-to by CMSD.
 - b. Documents: Scheduled activity Reporting & Project Completion Sign-Off Forms, including applicable WARRANTY documents, dates and Terms & Conditions.
 - c. Duration of Manufacturer’s Recommended PM Service Maintenance Agreement: **Overall THREE Years with One-Year Annual Term Agreement updates, with end of planned Service Period being 9/30/2024.**
 - 2. Sign-in & Access:
 - a. Contractor will sign in at the beginning of each day.
 - b. Keys & access cards are to be obtained at the CMSD Facilities Main office on Ridge Road.
 - 3. Work Order/Tickets:
 - a. Start & end labor times for each day/project are to be reported for each workorder.
 - 4. Notifications:
 - a. Maintenance Services Contractor will notify CMSD Facilities Management Team monthly to review service over previous month and discuss the following month’s planned maintenance.
 - b. Maintenance Services Contractor will also notify CMSD consultant/Systems Integration Provider (AGM Energy Services) at same time to review equipment/maintenance services performed over previous month and discuss the following month’s planned maintenance & potential Integration impacts to overall operations of the systems (communications, configuration, override status, Facility Management System graphical alterations, etc.).
 - c. A phone number must be provided for 24/7 service and the employ of same maintenance technicians is preferred on all PM services calls to the designated site(s), both regular maintenance and any applicable emergency services agreed-to.
 - 5. Billing Procedures:
 - a. After Services are Rendered Complete/Documented per schedules, Contractor will bill quarterly the agreed upon contracted sums.
 - b. Any Approved Work completed beyond the specified contract is to be addressed/invoiced following the completion of the project.
 - c. All Service/Repairs (including both labor & materials) that are not covered in this contract will be approved prior to commencement or the repair work. Contractors are to submit applicable Hourly Rate Wates with their Proposal Forms to be used as a reference by the District in sourcing any beyond-Base-Scope Work.
 - 1) A 10% limit on markup of any ‘Repair Equipment’ will be the basis of additional services review.
 - 6. Service Personnel:
 - a. Contractor will perform all work in a timely and workmanlike manner, using only qualified maintenance technicians with a minimum of 5 years of experience with equipment types in contract, and will adhere to all code standards:
 - 1) Journeyman-level training on all Preventative Maintenance functions, less filter media changing.
 - 2) Local organization and/or manufacture-recommended certifications for any subsequent refrigeration-based and/or specialty-designated PM Services.

- 3) Similar/same personnel shall be used per site/equipment to build reliability of the PM services & operations.
7. Preventative Maintenance Services Warranty:
 - a. All work performed under this contract will carry a minimum thirty-day warranty on labor and the manufacturer's customary warranty on any materials.
- E. Basic Specifications for administration of SPECIFIED Preventative Maintenance Services:
1. All SPECIFIED customary Preventative Maintenance work/repairs during normal working hours are included at no additional cost.
 2. All SPECIFIED customary Preventative Maintenance work/repairs outside normal working hours are included at no additional cost.
 3. Any additional costs to perform SPECIFIED Preventative Maintenance work or repairs by other companies (subs) are included within this proposal.
 4. All SPECIFIED Preventative Maintenance required repair parts, including filters & motor belts are to be addressed under the Base Scope PM Services.
 5. All devices required to have SPECIFIED Preventative Maintenance performed in this Scope of Work must have a STANDARD District-provided Service Record Label affixed proximate to the element being serviced, and be properly/clearly marked with each item of Service Information noted after each performed PM service.
 6. All SPECIFIED HVAC equipment affected, including but not limited to: Air Handling Units, Packaged Condensing Units, RTUs, H & V, VRF, FCUs, Unit Ventilators, VAVs, WSHPs and DOAS RTU PM Services to be proposed per manufacturer's recommendations, similar to those noted as guidelines herein.
 7. NOT REQUIRED: One inspection per quarter of each VRF System, roof top, split system, or packaged unit listed (some units may run 24/7). Contractor to follow quarterly scope of services as detailed in subsequent sections.
 8. NOT REQUIRED: VRF/DOAS/RTU/H & V Packaged Control system Preventative Maintenance to be performed on a quarterly basis.
 9. NOT APPLICABLE: All units listed with this service plan will have service within four hours of trouble call instigated by CMSD. Service provider to stock adequate parts to ensure seamless operation.
 10. All fan belts and drive belts on all listed equipment will be replaced a minimum of once per year.
 11. Change or wash air filters as SPECIFIED/ recommended.
 12. ALTERNATE/ALLOWANCE Scope: Cleaning of all air-cooled condensers/chillers to improve system efficiency is included, per manufacturer's recommendations, but as a minimum performed each spring & fall.
 13. Provide QUARTERLY electronic Report of all Preventative Maintenance per unit/system.
 14. NOT APPLICABLE: It is the sole responsibility of the service provider to maintain the unit/s at their highest efficiency at all times.
 15. The goal of this *Program* is to assure performance of Basic-level Preventative Maintenance on existing HVAC mechanical equipment and notify the District of recommended repairs before related major breakdowns occur through industry-proper and manufacturer recommended preventative maintenance measures. If Service/Repairs on any equipment being Preventatively Maintained becomes necessary, it will be expected that the Extra Services (parts and labor) be further accomplished at the complete discretion of the District. Repairs due to events outside of the PM contractor's control will be reviewed individually by CMSD as required for possible compensation beyond the scope of this project. Examples of events outside the contractor's control include natural weather phenomena, vandalism, power surges, etc. that cause damage to systems under this program.

1.6 ALLOWANCES TO BE INCLUDE IN BIDS

- A. Bidders are to include annual Allowances of \$1,000.00 per building, for use in addressing unforeseen Minor Service/Repair-level work – beyond SPECIFIED/manufacture recommended or industry standard maintenance - discovered during project execution. The Allowances for each bid Item are therefore:
- 1) ITEM 1: REGION 1 PM = \$7,000 total.
 - 2) ITEM 2: REGION 2 PM = \$5,000 total.
 - 3) ITEM 3: REGION 3 PM = \$4,000 total.
 - 4) ITEM 4: REGION 4 PM = \$9,000 total.

PART 2 - PRODUCTS & SCOPE CRITERIA

2.1 SITE WORK

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

2.2 INTERIOR FINISHES

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

2.3 BASIC MATERIALS AND METHODS

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

2.4 MAUFACTURERS

- A. Intent: The intent of below-listing specific names of manufacturers is NOT to pre-qualify compliance with the following specifications:
1. Each submitted product AND Vendor Design Services must meet the complete intent of these specifications.
 2. Should a manufacturer's name/product be so listed, it is a requirement in the proposing process that any/all specification items NOT met are fully-disclosed at the time the offer is made.

3. For any manufacturers not listed by name, proposer must submit to Owner's agent ten (10) days prior to closing date, a full submittal describing the product/system being proposed.
- B. Manufacturers: Subject to compliance with requirements, provide HVAC Indoor Air Quality Filter Media Systems by one of the following:
1. Air Filter Media:
 - a. American Air Filter (AAF).
 - b. Cam-Fil/Farr Air Filter.
 - c. Clarcor-Airguard Filter.
 - d. Flanders.
 - e. Koch Filter.
 - f. Engineer Approved Equals.

2.5 HVAC INDOOR AIR QUALITY FILTER SYSTEMS

- A. Air Filter Media: Provide specified components designed and assembled to reliably and accurately Filter, Supply Air airflows in designated Air Handling and Terminal Unit Equipment. As a minimum, system to include:
1. Filters: Comply with NFPA 90A.
 2. Filter Section: Provide filter holding frames arranged for angular orientation or as specifically noted on schedules/drawing details, with access doors as shown on drawings.
 3. PRE-Filters - Extended-Surface, Disposable Panel Filters: Factory-fabricated, dry, extended-surface filters with holding frames.
 - a. Media: Fibrous material formed into deep-V-shaped pleats and held by self-supporting wire grid.
 - b. Media and Media-Grid Frame: Nonflammable cardboard, Galvanized steel, or Fire-retardant, 3/4-inch (20-mm) particleboard with gaskets.
 - c. Thickness: 1, 2 or 4 inches as determined by each application.
 - d. MERV Rating: 8 (for standard Pre-Filter duty).
 - e. MERV Rating: 13 (for existing Filter Systems with Single Filter installations).
 4. AFTER-Filters - Extended-Surface, Disposable Cartridge Filters: Factory-fabricated, dry, extended-surface filters designed for holding frames nominal 12 inch deep.
 - a. Media: Fibrous material formed into deep-V-shaped pleats and held by self-supporting wire grid.
 - 1) Coating: anti-microbial.
 - b. Media and Media-Grid Frame: Nonflammable cardboard, Galvanized steel, or Fire-retardant beverageboard with gaskets.
 - c. Thickness: 12 inches.
 - d. MERV Rating: 13.

PART 3 - EXECUTION

3.1 INSTALLATION

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

3.2 FIELD QUALITY CONTROL

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

3.3 CLEANING SERVICES

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

3.4 PREVENTATIVE MAINTENANCE SERVICES IMPLEMENTATION GUIDELINES

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

END OF SECTION 10 23 26

Section B: Proposal Form

Section B: Proposal Form

1.01 PROPOSAL SUBMITTED BY:

(Contractor-Proposer)

DATED: _____

1.02 DELIVER TO:

Treasurer's Office of the Cleveland Metropolitan School District (CMSD)
1111 Superior Ave. East
Cleveland, OH 44114

1.03 Having viewed the Documents, Drawings and read the Specifications for the Project entitled:

CMSD 2022 25-SITE BASIC PREVENTATIVE MAINTENANCE PROGRAM:

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

Addendum No. _____, dated _____;

Addendum No. _____, dated _____;

Addendum No. _____, dated _____;

and likewise having inspected the site and the conditions affecting and governing the Project and confirmed the location of the affected equipment and all existing structures, as applicable, the undersigned hereby proposes to furnish all materials and to perform all labor, as specified and described in the said Specifications and/or as shown on the said Scope of Work documents for all work necessary to complete the Project on a timely basis and in accordance with the Contract Documents regardless of whether expressly provided for in such Specifications and Drawings.

1.04 Before completing the Proposal Form, the undersigned represents that he has carefully reviewed the Instructions to Proposers, Proposal Form, Scope of Work Documents, and the Project Schedule, if any. Failure to comply with provisions of the published Documents may be cause for disqualification of the Proposal.

1.05 AGREEMENTS AND CONTRACT:

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

1.06 COMPLETION OF WORK:

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

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

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

2.01 PROPOSAL:

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

Proposal Contents:

Proposal Envelope and Cover Sheet, if applicable
Proposal Form(s) and By-Site Breakdown of Total Offer, with specified Allowances
Required Documentation noted in Overall Specification Section 102326
Proposer Letterhead with Notes/Clarifications/Exclusions affecting this
Proposal Hourly Rate Schedule

REGION 1 Basic PM Program (7 Sites Total)

ITEM No. 1 Base Proposal Package: 2022 Basic Preventative Maintenance Program for **REGION 1 (7 sites)**. Proposer agrees to perform all the work necessary, as described in the Scope of Work Documents, including Design & Project/Program Coordination for the sum of:

Item No. 1 Base Proposal: 2022 Basic PREVENTATIVE MAINTENANCE for REGION 1 Noted as BASE Scope, including Allowances

ALL LABOR AND MATERIAL, for the sum of \$ _____

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

ALTERNATE Proposal 1A: 2023 Basic PREVENTATIVE MAINTENANCE for REGION 1 for Next Calendar Year, upon First Calendar year completed as required

ALL LABOR AND MATERIAL, for the sum of \$ _____

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

ALTERNATE Proposal 1B: 2024 Basic PREVENTATIVE MAINTENANCE for REGION 1 for Third Calendar Year, upon Second Calendar year completed as required

ALL LABOR AND MATERIAL, for the sum of \$ _____

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

ITEM 1: Region 1

Collinwood High School (New Tech) [15210 St. Clair Ave., Cleveland, OH 44110]

Ginn Academy @ Margaret Spellacy [655 East 162nd St., Cleveland, OH 44110]

Glenville High School [650 East 113th St., Cleveland, OH 44108]
Kenneth Clement BLA [14311 Woodworth Ave., Cleveland, OH 44112]
Lakeside Digital Academy/Davis Aviation and Maritime [1440 Lakeside Ave. E #1137, Cleveland, OH 44144]
Marion-Sterling [3033 Central Ave., Cleveland, OH, 44115]
Michael R. White/Stonebrook Montessori [1000 East 92nd St./975 East Blvd., Cleveland, OH, 44108]

REGION 2 Basic PM Program (5 Sites Total)

ITEM No. 2 Base Proposal Package: 2022 Basic Preventative Maintenance Program for **REGION 2 (5 sites)**. Proposer agrees to perform all the work necessary, as described in the Scope of Work Documents, including Design & Project/Program Coordination for the sum of:

Item No. 2 Base Proposal: 2022 Basic PREVENTATIVE MAINTENANCE for REGION 2 Noted as BASE Scope, including Allowances

ALL LABOR AND MATERIAL, for the sum of \$ _____

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

ALTERNATE Proposal 2A: 2023 Basic PREVENTATIVE MAINTENANCE for REGION 2 for Next Calendar Year, upon First Calendar year completed as required

ALL LABOR AND MATERIAL, for the sum of \$ _____

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

ALTERNATE Proposal 2B: 2024 Basic PREVENTATIVE MAINTENANCE for REGION 2 for Third Calendar Year, upon Second Calendar year completed as required

ALL LABOR AND MATERIAL, for the sum of \$ _____

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

ITEM 2: Region 2

Alfred A. Benesch [5393 Quincy Ave., Cleveland, OH, 44104]
Bolton [9803 Quebec Ave., Cleveland, OH, 44106]
Dike School for the Arts [2501 East 61st St., Cleveland, OH, 44104]
East Technical High School [2439 East 55th St., Cleveland, OH, 44104]

REGION 3 PM Program (4 Sites Total)

ITEM No. 3 Base Proposal Package: 2022 Basic Preventative Maintenance/Start-up Program for **REGION 3 (4 sites)**. Proposer agrees to perform all the work necessary, as described in the Scope of Work Documents, including Design & Project/Program Coordination for the sum of:

Item No. 3 Base Proposal: 2022 Basic PREVENTATIVE MAINTENANCE Program for REGION 3 Noted as BASE Scope, including Allowances

ALL LABOR AND MATERIAL, for the sum of \$ _____

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

ALTERNATE Proposal 3A: 2023 Basic PREVENTATIVE MAINTENANCE Program for REGION 3 for Next Calendar Year, upon First Calendar year completed as required

ALL LABOR AND MATERIAL, for the sum of \$ _____

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

ALTERNATE Proposal 3B: 2024 Basic PREVENTATIVE MAINTENANCE Program for REGION 3 for Third Calendar Year, upon Second Calendar year completed as required

ALL LABOR AND MATERIAL, for the sum of \$ _____

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

ITEM 3: Region 3

Louis Munoz Marin [1701 Castle Ave., Cleveland, OH, 44113]

Scranton [1991 Barber Ave., Cleveland, OH, 44113]

Tremont [2409 West 10th St., Cleveland, OH, 44113]

Garrett Morgan [4016 Woodbine Ave. Cleveland, OH 44113]

REGION 4 PM Program (9 Sites Total)

ITEM No. 4 Base Proposal Package: 2022 Basic Preventative Maintenance Program for **REGION 4 (9 sites)**. Proposer agrees to perform all the work necessary, as described in the Scope of Work Documents, including Design & Project/Program Coordination for the sum of:

Item No. 4 Base Proposal: 2022 Basic PREVENTATIVE MAINTENANCE for REGION 4 Noted as BASE Scope, including Allowances

ALL LABOR AND MATERIAL, for the sum of \$ _____

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

ALTERNATE Proposal 4A: 2023 Basic PREVENTATIVE MAINTENANCE for REGION 4 for Next Calendar Year, upon First Calendar year completed as required

ALL LABOR AND MATERIAL, for the sum of \$ _____

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

ALTERNATE Proposal 4B: 2024 Basic PREVENTATIVE MAINTENANCE for REGION 4 for Third Calendar Year, upon Second Calendar year completed as required

ALL LABOR AND MATERIAL, for the sum of \$ _____

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

ITEM 4: Region 4

Bard High School @ Carl Shuler [13501 Terminal Ave., Cleveland, OH, 44135]
Benjamin Franklin [1905 Spring Rd., Cleveland, OH, 44109]
Charles Mooney [3213 Montclair Ave., Cleveland, OH 44109]
Clara E. Westropp [19101 Puritas Ave., Cleveland, OH, 44135]
Denison [3799 West 33rd St., Cleveland, OH, 44109]
Douglas MacArthur GLA [4401 Valleyside Rd., Cleveland, OH, 44135]
Louis Agassiz [3595 Bosworth Rd., Cleveland, OH, 44111]
Newton D. Baker [3690 West 159th St., Cleveland, OH, 44111]
Valley View BLA [17200 Valleyview Ave., Cleveland, OH 44135]

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

The TARGETED date for BASE PROPOSAL Basic Preventative Maintenance/Start-up Program Services is January 15, 2022 to December 31, 2022, ALTs A – January 2023-24, ALTs B – January 2024-Sept 2024.

3.01 INSTRUCTIONS FOR SIGNING

- A. The person signing for a sole proprietorship must be the sole proprietor or his authorized representative. The name of the sole proprietor must be shown below.
- B. The person signing for a partnership must be a partner or his authorized representative.
- C. The person signing for a corporation must be the president, vice president or other authorized representative; or he must show authority, by affidavit, to bind the corporation.
- D. The person signing for some other legal entity must show his authority, by affidavit, to bind the legal entity.

4.01 PROPOSER CERTIFICATIONS. The Proposer hereby acknowledges that the following representations in this Proposal are material and not mere recitals:

The Proposer has read and understands the Scope of Work Documents and agrees to comply with all requirements contained, unless declared otherwise.

The Proposer represents that the Proposal is based upon the INTENT specified by the Scope of Work Documents, unless declared otherwise.

The Proposer has visited the Project site, become familiar with local conditions and has correlated personal observations about the intent/requirements of the Scope of Work Documents.

The Proposer will execute a form of Owner/Contractor Agreement including the agreed-to prices, responsibilities and proposed schedule/milestone dates within 10 days of the date of a Notice of Intent to Award.

The Proposer certifies that the upon the negotiation of a Contract, the Contractor will make a good faith effort to ensure that all of the Contractor's employees, while working on the Project site, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way and/or submit to appropriate investigations with regards to child safety standards.

The Proposer agrees to furnish any information requested by the Owner's authorized representative to evaluate that the Proposer is responsible and that the Proposal meets the intent/requirements of the Scope of Work Documents.

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

LEGAL NAME OF PROPOSER: _____

PROPOSER IS: _____
(sole proprietor, partnership, corporation, limited liability company or other legal entity)

NAME OF PERSON LEGALLY AUTHORIZED TO BIND PROPOSER TO A CONTRACT:

(PRINTED NAME)

SIGNATURE: _____

TITLE: _____

ADDRESS: _____

TELEPHONE: _____ FAX: _____

FEDERAL TAX I.D. # _____

DATE SIGNED _____