

REQUEST FOR QUOTATIONS

<u>#21279</u>

For

Interscholastic Athletic Ambulance Services

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

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

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Part I: LETTER REQUESTING QUOTATIONS

Date: June 5, 2019

Subject: Interscholastic Athletic Ambulance Services

Dear Vendors:

In order to be considered, all Quotations must be delivered to the Cashier's Office of the Cleveland Metropolitan School District, 1111 Superior Avenue E, Cleveland, OH 44114 on or before 1:00 pm, June 21, 2019.

Written questions must be received on or before 12:00 pm June 11, 2019. No telephone calls will be permitted. Send questions to: <u>Seletha.Thompson@clevelandmetroschools.org</u>. Under no circumstances should any firm interested in providing services identified in this RFQ, their designees, or any affiliated with their firm, contact any other District employee or official during the RFQ process in an attempt to lobby or influence the selection of a vendor pursuant to this RFQ. RFQ number and title must be included in all correspondence. All questions/concerns with corresponding answers will be sent to every prospective vendor and posted on the District's webpage.

M. Angela Foraker

Executive Director, Procure to Pay

Section I: Instructions For Vendors

Interscholastic Athletic Ambulance Services

- 1. Quotations are due at the Cashier's Office of the Cleveland Metropolitan School District, 1111 Superior Avenue E, Cleveland, Ohio 44114, before **1:00 pm. current local time on June 21, 2019.**
- 2. All quotations shall be made upon the Form(s) furnished. All information requested in the RFQ must be filled in legibly and complete with blue ink signatures, or the Proposal may be considered non-responsive. No oral, telephonic, or telegraphic proposals or modifications will be considered. Proposals shall be submitted in an opaque envelope, and the RFQ name and number must be on the outside envelope of submittals including shipping labels.
- 3. The Cleveland Metropolitan School District reserves the right to reject any and all Quotations, to waive any and all informalities or irregularities, and to disregard all non-conforming responsive conditional Statements.
- 4. Vendors understand and agree that subsequent to the submission of the Quotation, any District resolution authorizing the award of a contract or agreement does not vest any contractual rights in the vendor.
- 5. Vendor understands and agrees that any such District resolution operates only to encumber funds necessary for the projects and does not create a binding contract.
- 6. Vendor acknowledges and agrees that it has no vested contractual right until such time as a purchase order and contract have been issued.
- 7. Vendor further acknowledges and agrees that execution of a contract and issuance of a purchase order is not a ministerial function, but is a formal requirement.
- 8. Vendor must present evidence to the District, upon request, that they are fully competent and have the necessary facilities, equipment, and financial resources to perform the work required within the time frame required.
- Vendor's workmen, foremen, other personnel, and subcontractors will be required to meet Cleveland Metropolitan School District security requirement. Vendor must issue personnel identification badges. Any worker not complying with CMSD security requirements will be immediately ordered off the project and without prejudice or recourse to CMSD.
- 10. Vendor agrees to successfully complete background checks on all of its employees, agents, and subcontractors who provide services under this Agreement to CMSD facilities. Vendor agrees to warrant that it will not at any time hire or utilize any individual to provide services under this Agreement on CMSD premises where such person has been convicted of, or pleaded guilty to, any criminal offense enumerated in O.R.C.3319.39(B).
- **11. INSURANCE:** The successful company, their subcontractors and suppliers of labor and/or materials for this project on behalf of the Cleveland Metropolitan School District, including organizations having personnel, equipment, and vehicles on District property, shall provide evidence of insurance as follows:

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

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

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

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

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

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

- **12. REQUESTS FOR CLARIFICATIONS:** Questions regarding interpretation of the content of this RFQ must be directed to: Seletha Thompson, email: **seletha.thompson@clevelandmetroschools.org**. Answers to any questions shall be in writing and shall be sent to all firms who are on record with the District as having received a copy of this RFQ. It is therefore imperative that firms provide full and accurate contact information to the District. The name of the party submitting the question will not be identified in the answers. Firms considering responding to this RFQ are strictly prohibited from communicating with any member of District's staff or representatives of the Owner except as set forth in this section.
- This request for quotations should be submitted on or before 1:00 pm current local time, June 21, 2019 to Cashier's Office of the Cleveland Metropolitan School District, 1111 Superior Avenue E, Cleveland, Ohio 44114. The submission is to include the following:
 - a. Addendum Acknowledgement Form
 - b. Acknowledgment Form
 - c. Vendor Request Form
 - d. Taxpayer ID Form (Use/Provide most recent W-9 dated October, 2018)
 - e. Signed Conflict of Interest Form
 - f. Completed and notarized Vendor Qualification Form

- g. Completed and notarized Non-Collusion Affidavit
- h. Completed Debarment Form
- i. Completed and Signed RFQ #21279 Quotation Form
- 14. The Vendor authorizes the District and its representatives to contact the owners and professionals on projects on which the Vendor has worked, and Vendor authorizes such owners and professionals to provide the District with a candid evaluation of the Vendor's performance. By submitting its proposal, the Vendor agrees that if it or any person, directly or indirectly, on its behalf or for its benefit brings an action against any of such owners or professional or the employees of any of them as a result of or related to such candid evaluation, the Vendor will indemnify and hold harmless such owners and professionals and the employees of any of them from any claims whether or not proven that are part of or are related to such action and from all legal fees and expenses incurred by any of them arising out of or related to such legal action. This obligation is expressly intended for the benefit of such owners and professionals, and the employees of each of them.
- 15. The new Uniform Grant Guidance, 2 CFR200 (UGG) went into effect for Cleveland Metropolitan School District (CMSD) on July 1, 2018 and will apply to awards or funding increments issued on or after this date. Purchases funded by federal grant funds must adhere to regulations found in Uniform Guidance "Super Circular", 2 CFR 200 (UGG), as a condition of receiving funds and to meet annual audit compliance. In an effort to keep policy for all grants consistent, the CMSD has implemented the new federal guidelines regarding procurement utilized with federal grants.

Part II: DISTRICT RELATED FORMS

Required Purchasing Division Documents and Instructions

Section I: Addendum Acknowledgement Form for RFQ #21279

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

Addendum Number		Date of Receipt	
	-		
	-		
	-		
	-		
Proposer:			

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

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

Signature:_____ Date:_____

Section II: Acknowledgement

(Name of Company)

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

By:_____

(Name and Title)

Date:_____

Section III: Vendor Request Form

VENDOR INFORMATION

ADDRESS LINE 2 CITY			STATE	<u>.</u>	ZIP	
TELEPHONE NO.			FAX NO			
	Area Code	Number		Area Code	Number	
-MAIL ADDRESS						
	PERSON					
ENDOR NAME		<u>REMIT TO (IF I</u>	DIFFERENT FROM	<u>1 ABOVE)</u>		
'ENDOR NAME ADDRESS LINE 1		REMIT TO (IF I	DIFFERENT FROM	<u>1 ABOVE)</u>		
/ENDOR NAME ADDRESS LINE 1 ADDRESS LINE 2		REMIT TO (IF I	DIFFERENT FROM	<u>1 ABOVE)</u>	ZIP	
/ENDOR NAME ADDRESS LINE 1 ADDRESS LINE 2 CITY		REMIT TO (IF I		<u>1 ABOVE)</u>	ZIP	
PRIMARY CONTACT VENDOR NAME ADDRESS LINE 1 ADDRESS LINE 2 CITY FELEPHONE NO.		REMIT TO (IF I	STATE	1 ABOVE)	ZIP	

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

PLEASE INDICATE WHERE APPLICABLE		
DIVERSITY BUSINESS ENTERPRISE:	YES	NO
MINORITY BUSINESS ENTERPRISE:	YES	NO
FEMALE BUSINESS ENTERPRISE:	YES	NO

Section IV: Taxpayer ID Form

Departr	W-9 october 2018) nent of the Tro Revenue Serv	isury		Request for tion Number	r and Certifi			Give Form to the requester. Do not send to the IRS.
			e tax return). Name is rec					
	2 Business	name/disregarded ent	ity name, if different from	n above				
on page 3.	Chack appropriate box for hidden tax classification of the parson whose name is entaned on the 1. Check only one of the following seven boxes. Create appropriate box for hidden tax classification of the parson whose name is entaned on the 1. Check only one of the following seven boxes. Create appropriate box for hidden tax classification of the parson whose name is entaned on the 1. Check only one of the following seven boxes.					ties, not individuals; see		
é É	single	memberLLC					Exempt pa	yee code (if any)
Print or type. Specific Instructions on	Note: LLC If anoth	Check the appropriate the LLC is classified as r LLC that is not disre	ter the tax classification box in the line above for s a single-member LLC t garded from the owner f ar should check the appr	r the tax classification of that is disregarded from for U.S. federal tax purp	of the single-member of the owner unless the o loses. Otherwise, a sing	wher. Do not check owner of the LLC is gle-member LLC that	Examption code (if an	from FATCA reporting ()
S.	_	see instructions) >	a second criment and other				(Applies to acc	amb meinteined outside the U.S.)
See Spe			ot, or suite no.) See instru	uctions.		Requester's name a	nd address	(optional)
ð	6 City, state	, and ZIP code						
	7 List acco	nt number(s) here (opt	tional)					
Par	Т	axpaver Identif	ication Number	(TIN)				
backu reside entitle 71N, is Note: Numb	p withholdi nt allen, sol s, it is your ter. if the accou er To Give t	ig. För Individuals, t e proprietor, or disre employer identificat int is in more than o he Requester for gu	. The TIN provided m his is generally your s egarded entity, see th ion number (EIN). If your ne name, see the inst idelines on whose nu	social security numb le instructions for Pa ou do not have a nur tructions for line 1. A	er (SSN). However, f rt I, later. For other mber, see How to ge	ora dra or	identificati	-
Par		ertification	-+					
	-	f perjury, I certify th		dontification number	los Lam walting for	a sumbar to be less	und in ma	and a
2. I an Ser	n not subjec vice (IRS) tr	t to backup withhol		n exempt from backi	up withholding, or (b) I have not been no	otified by t	
3. I an	n a U.S. dti	en or other U.S. pe	rson (defined below);	and				
			form (if any) indicatin	-		-		
you ha acquis	we failed to Ition or abar	eport all interest and donment of secured	ross out Item 2 above i d dividends on your tax property, cancellation are not required to sign	return. For real estat of debt, contribution	e transactions, item 2 s to an individual retir	2 does not apply. Fo rement arrangement	r mortgage (IRA), and	generally, payments
Sign Here		ure of arson ►				Date 🏲		
Gei	neral l	nstructions	3		Form 1099-DIV (dl funds)	vidends, including	those from	stocks or mutual
Section noted		s are to the internal	Revenue Code unles	s otherwise		(various types of in	come, priz	es, awards, or gross
related	d to Form W	-9 and its instructio	Information about de	velopments	 Form 1099-B (stoc transactions by brok 		ales and c	ertain other
attert	er they were published, go to www.lrs.gov/FormW9. • Form 1099-5 (trocked) • Form real estate transactions)							

Purpose of Form

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

· Form 1099-INT (Interest earned or paid)

- . Form 1099-K (merchant card and third party network transactions)
- Form 1096 (home mortgage Interest), 1098-E (student loan Interest), 1098-T (tuttion)
- · Form 1099-C (canceled debt)
- . Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident allen), to provide your correct TIN.

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

Cat. No. 10231X

Form W-9 (Rev. 10-2018)

Section V: 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:

CERTIFICATIO	ON
I do hereby certify that the foregoing statements are true a to the authenticity of my identity as the person actually sig In order for a binding Agreement to exist, a signed Agreen commitment by the District.	gning this form. This document is not a contract.
NOTARIZED STAT	EMENT
bein	g duly sworn and deposes says
That he/she is the	of
(organization) foregoing questions and all statements therein contained a	
(signature)	
Subscribed and sworn before me this _	day of, 20
Notary Public:	
My commission expires:	

Section VI: Vendor Qualification Form

Pro	oposer must answer all questions or attach a written explanation for each question.
PROPOSER NA	AME:
ADDRESS:	
CITY; STATE:_	ZIP:
CONTACT PE	RSON:
TITLE:	
TELEPHONE:	() TOLL FREE: ()
TAXPAYER ID	ENTIFICATION NUMBER:
	e of organization? (i.e. corporation, partnership, etc.)
2. How man	ny years has your organization been in business?
3. How man	ny years has your organization been in business under its current name?
4. List any o	other aliases your organization has utilized in the last two years and the form of Business
5. If you are	e currently a corporation, list the following:
a. S	tate of incorporation
b. D	Date of incorporation
c. P	President's name
d. S	ecretary's name
е. Т	reasurer's name
f. S	tatutory 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?
- 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? I yes, please state date, agency, and final disposition.
- 12. Has your organization ever filed for bankruptcy? If yes, please state where, when and why?
- 13. On a separate sheet, list the major customers for whom your organization has provided this type of equipment or service in the past five years. Include owner's name and type of work performed.
- 14. Has your organization ever been sued by a supplier for failure to timely pay for materials or equipment provided? If yes, please provide details.

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

	Name of insuring company:
	Policy number:
16. What is	the dollar limit of your firm's Automotive Liability Insurance?
	Owned vehicles
	Non-Owned vehicles
	Name of insuring company
	Policy number

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

- 18. Has any federal, state or local government entity ever cited or taken any action against your organization or any of its principals for failure to pay or remit any taxes including but not limited to income, withholding, sales, franchise, or personal property taxes? If yes, please give name of agency, date and amount of taxes overdue and resolution of the issue.
- 19. Is your organization and its' principals current in payment of personal property taxes?
- 20. The prospective lower tier participant certifies, by submission of this RFQ, that neither it nor its principals is presently debarred, suspended, proposed, for debarment or suspension, declared ineligible, or voluntarily excluded from participation in this transaction by any State and/or Federal Department or Agency.
- 21. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this RFQ.

Notarized Statement

	_being duly sworn and deposes says
that he/she is the	of
(title)	
(organization)	, and answers to all the
foregoing questions and all statements therein conta	ined are true and correct.
(signature)	
Subscribed and sworn before me thisday of	of, 20
Notary Public:	
My commission expires:	

Section VII: Non-Collusion Affidavit

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

NON-COLLUSION AFFIDAVIT State of Ohio, Cuyahoga County

_____, being first duly sworn, deposes and says that

he/she is _______of ________

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

Affiant

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

Notary Public in and for Cuyahoga County, Ohio

My commission expires: _____

Section VIII: Certificate of Debarment

ALL BUSING
States States
04 1953 110

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.

2	DEFORE COMPLETING	OF DIFICATION	DEAD INCTDUCTIONS	ON DEVEDOEN
4	(BEFORE COMPLETING	CERTIFICATION.	READ INSTRUCTIONS	UN REVERSET

- (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		Ву	Name and Title of Authorized	d Representative
			Signature of Authorized Repre	esentative
SBA Form 1623 (10-88)	Federal Recycling Program	Printed on Recycled P	aper	This form was electronically produced by Elite Federal Forms, Inc

Section VIII: Certificate of Debarment Pg. 2

- 2 -

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If is is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Section IX: Sample Certificate of Liability Insurance

Sample: Acord Certificate of Insurance

		TE OF LIABI				DATE (MM/DD/YY
THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMA' BELOW. THIS CERTIFICATE OF IN REPRESENTATIVE OR PRODUCER, A	SURANCE D	OES NOT CONSTITUTE A TIFICATE HOLDER.	END OR AL CONTRACT	TER THE C	OVERAGE AFFORDED THE ISSUING INSURE	BY THE POLIC R(S), AUTHORI
IMPORTANT: If the certificate holder terms and conditions of the policy, or certificate holder in lieu of such endor	certain policie	DNAL INSURED, the policy(is may require an endorse	ies) must be ment. A sta	endorsed. I tement on th	f SUBROGATION IS WA	IVED, subject to confer rights to
RODUCER			ACT			
		E-MAI	Vo. Ext):		FAX (A/C, No	:
		ADDR		SURER(S) AFFO	RDING COVERAGE	NAIC
SURED	- <u> </u>	INSUF	INSURER A :			
			ERB:			
			ER D :			
		INSUR				
OVERAGES CER		INSUR	ERF:			
THIS IS TO CERTIFY THAT THE POLICIE INDICATED. NOTWITHSTANDING ANY R CERTIFICATE MAY BE ISSUED OR MAY	S OF INSURAN	CELISTED BELOW HAVE BE	EN ICOUED T	O THE MOUT	REVISION NUMBER:	
EXCLUSIONS AND CONDITIONS OF SUCH						TO ALL THE TER
GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY			1		EACH OCCURRENCE DAMAGE TO RENTED	s
CLAIMS-MADE OCCUR					PREMISES (Ea occurrence) MED EXP (Any one person)	S
					PERSONAL & ADV INJURY	\$
					GENERAL AGGREGATE	s
GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG	\$
AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT	\$
ANY AUTO					BODILY INJURY (Per person)	s
ALL OWNED SCHEDULED					BODILY INJURY (Per accident)	\$
AUTOS AUTOS HIRED AUTOS AUTOS					PROPERTY DAMAGE (Per accident)	\$
UMBRELLA LIAB						s
EXCESS LIAB CLAIMS-MADE					EACH OCCURRENCE	\$
DED RETENTION\$					AGGREGATE	\$
WORKERS COMPENSATION		- <u> </u>			WC STATU- TORY LIMITS OTH- ER	\$
ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A				E.L. EACH ACCIDENT	\$
(Mandatory in NH)					E.L. DISEASE - EA EMPLOYEE	\$
DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$
SCRIPTION OF OPERATIONS / LOCATIONS / VEHICL	ES (Attach ACOR	D 101, Additional Remarks Schedule	, if more space is	required)		
RTIFICATE HOLDER		CANC	ELLATION			
		THE	EXPIRATION	DATE THE	ESCRIBED POLICIES BE C REOF, NOTICE WILL Y PROVISIONS.	ANCELLED BEFOI BE DELIVERED
		AUTHOR	RIZED REPRESEN	TATIVE		

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Section X: Supplier Contract Sample



SAMPLE ONLY

CMSD SUPPLIER CONTRACT

This agreement is made on this _____ day of _____ 201_, by and between

Supplier Name

Address, City, State, 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. **<u>CONTRACT PURPOSE.</u>** 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.

 <u>TERM.</u> 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 (Date); than

provided, however, that the District may terminate this Agreement without obligation and without cause by giving fourteen (14) days written notice to the Supplier under the Termination for Convenience clause below.

3. **<u>COMPENSATION.</u>** Subject to the terms and conditions of this Agreement, the District agrees to pay the Supplier an amount not to exceed:

	numeric dollar amount
(\$).
	numeric dollar amount
-	(\$

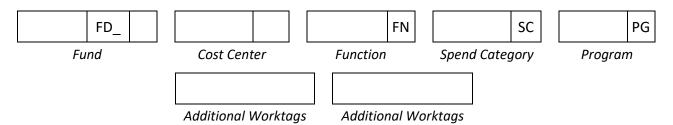
Payment rendered may be within ninety (90) days after the District receives an invoice from the Supplier together with a <u>detailed summary</u> of the equipment, supplies, goods, services and deliverables provided.

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

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

The District's obligations as to payment remain conditioned upon Supplier providing equipment, goods, supplies, services and deliverables in accordance with this Agreement in a reasonably prudent manner. Should the Supplier fail to provide equipment, goods, services and deliverables in accordance with this Agreement either in full or in part, the District maintains the right to refuse future payments, as well as the right to recoup payments already tendered for any services that have been performed or any defective item provided. The District is not liable in any manner for expenses incurred by the Supplier through its utilization of third-party Suppliers or Contractors.

5. FUNDING SOURCE.



- 6. INDEMNIFICATION AND HOLD HARMLESS. The Supplier shall indemnify, defend, and hold harmless the District, all of its members, officers, employees, and agents, from and against any and all liability (whether real or asserted), claims, demands expenses, costs (including legal fees), and causes of action of any nature whatsoever for injury or death of persons, or damage or destruction of property which may result from or arise out of the negligence or intentional misconduct of the Supplier or its employees, officers, or agents, in the course of the Supplier's performance of this Agreement or the Supplier's failure to perform. This indemnification and hold harmless obligation survives the term of this Agreement. The parties acknowledge that the District is a political subdivision, and as such, is prohibited by law from entering into an indemnification agreement. Nothing contained within this Agreement is intended nor shall be construed to provide indemnification by the District.
- 7. INDEPENDENT CONTRACTOR STATUS. Supplier and the District acknowledge and agree that Supplier is an independent Contractor and has no authority to bind the District or otherwise act as a representative of the District. The District will provide <u>no</u> benefits such as health insurance, unemployment insurance, or worker's compensation insurance to Independent Contractor. Independent Supplier will be responsible for payment of all federal, state and local income taxes, unemployment and worker's compensation coverage's.
- 8. <u>AMENDMENT/MODIFICATION.</u> No amendment or modification of this Agreement, and no waiver hereunder, shall be valid or binding unless set forth in writing and signed by each party.
- 9. <u>CONFIDENTIALITY/OWNERSHIP.</u> 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)

<u>https://sam.gov/SAM/pages/public/index.jsf</u> (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. <u>CRIMINAL BACKGROUND CHECK.</u> 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. **<u>DISCRIMINATION</u>**. 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. <u>PERSONNEL.</u> 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. **<u>TIME.</u>** 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. <u>AVAILABILITY OF FUNDS.</u> 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 receives 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. <u>**RECORDS.**</u> 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. <u>EFFECT OF DEFAULT.</u> 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. <u>WAIVER OF DEFAULT.</u> If the District consents to or waives the breach of any provision of covenant in this Agreement, such waiver shall not constitute a waiver of such provisions or covenant as to the future, and the District shall not be estopped from later enforcing any provision or covenant it may have previously waived or elected not to enforce; nor shall such waiver have any effect on the enforcement of any other provision of this contract.
- 26. <u>TERMINATION FOR CONVENIENCE OF DISTRICT.</u> The District may terminate this Agreement at its option without obligation upon fourteen (14) days written notice to the Supplier. The District may terminate this Agreement for any reason or no reason at all.
- 27. <u>EFFECT OF TERMINATION FOR CONVENIENCE.</u> 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. <u>CONFLICT OF INTEREST</u>. 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.

<u>CONTRACT MUST BE APPROVED BY CMSD LEGAL</u> <u>DEPARTMENT PRIOR TO SIGNATURE</u>

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 XI: References

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

Reference #1:
Company/School Name:
Address:
Type of Business:
Contact Person:
Telephone and Fax#:
Dates of Service:
Description of Services Provided:
Reference #2: Company/School Name:
Address:
Type of Business:
Contact Person:
Telephone and Fax #:
Dates of Service:
Description of Services Provided:
Reference #3:
Company/School Name:
Address:
Type of Business:
Contact Person:
Telephone and Fax#:

Dates of Service: _____

Description of Services Provided: _____



PART III: SPECIFICATIONS AND FORMS

For the Cleveland Metropolitan School District

RFQ #21279

INTERSCHOLASTIC ATHLETIC AMBULANCE SERVICES

INTERSCHOLASTIC ATHLETIC AMBULATORY SERVICES SPECIFICATIONS

PURPOSE

The Cleveland Metropolitan School District is looking for Ambulatory Services vendor for the Athletic Department of the District.

SCOPE OF SERVICES

AMBULATORY SERVICES

- A. Ambulatory Services will be provided for all Cleveland Metropolitan School District Senate League Football games at both the varsity and junior varsity level. As well as for high school and K-8 track championships.
- B. Ambulatory Services will be provided for thirty-six (36) varsity football games. (per attached Senate schedule)
- C. Ambulatory Services will be provided for eighteen (18) junior varsity football games. (per attached schedule)
- D. Ambulatory Services will be provided for two (2) High School track meets. (per attached schedule)
- E. Ambulatory Services will be provided for two (2) K-8 track meets. (per attached schedule)
- F. Ambulatory service personnel are to report to each field at least thirty (30) minutes before the scheduled starting time of each event. With the following required equipment:
 - 1. Defibrillators
 - 2. Oxygen Tanks
 - 3. First Aid Supplies
 - 4. Drug and Medical Supplies
 - 5. Gurney
- G. Ambulatory Services personnel are to report to the field manager of each event upon their arrival, so they may be informed where to park their vehicle.
- H. Ambulatory Service personnel are not to leave at the conclusion of the game until the teams have entered their locker rooms and the coaching staff has indicated all team personnel is no longer in need of ambulatory service.
- I. All injured athletes requiring ambulatory assistance are to be transported to the nearest emergency facility.

- J. When ambulatory services personnel have to transport athletes to an emergency facility, the following procedures must be adhered to:
 - 1. Must have a back-up unit available
 - 2. Return to the game site in a reasonable amount of time
- K. Ambulatory services would be needed for fifty-four (54) Senate junior varsity, varsity and Senate championship games. As well as four (4) High school and K-8 track meets.

Upon written notification by the Cleveland Metropolitan School District, vendor shall immediately replace non-qualified or non-performing personnel.

COST QUOTATION FORM

The undersigned proposes to provide Interscholastic Athletic Ambulance Services for the Cleveland Metropolitan School District in accordance with the Specifications and to the entire satisfaction of, and acceptance by, the District and for the following prices. The vendor confirms that the offer below is good for a period of ninety (90) days from submittal due date. The term of this agreement will begin on August 1, 2019 through June 30, 2020 with two (2) renewal options. The First Renewal Option is for the 20-21 School Year (August 1, 2020 through June 30, 2021). The Second Renewal Option is for the 21-22 School Year (August 1, 2021 through June 30, 2022). These renewal options will be under the same terms and conditions as the current contract year and at the discretion of the District. CMSD reserves the right to request additional pricing from the awarded Vendors for services not identified herein. Vendor shall provide the best rates for services later identified by CMSD based on the request and in accordance with the specifications and requirements outlined herein. The District does not guarantee utilization of services or make any comment as to minimum amount of services through the term of any awarded agreement.

	Total Cost to Provide Services Outlined In RFQ	Hourly Cost to Provide Additional Services if Needed
FOR THE 2019-2020 SCHOOL YEAR	\$	\$
FOR THE 2020-2021 SCHOOL YEAR	\$	\$
FOR THE 2021-2022 SCHOOL YEAR	\$	\$
Vendors mi	ist complete the signatory requireme	nt below
COMPANY NAME:		
REPRESENTATIVE:(PRIN	TED NAME)	(TITLE)
SIGNATURE:		
ADDRESS:		
CITY:	STATE	3:
TELEPHONE: ()	_ FAX NO: ()	
E-MAIL ADDRESS:		
DATE:		