



CLEVELAND METROPOLITAN SCHOOL DISTRICT

REQUEST FOR PROPOSAL

RFP NUMBER: #21122

**PROVIDING VARIOUS REPAIRS; PARTS;
SERVICES; AND SUPPLIES TO THE
DISTRICT'S TRANSPORTATION DEPOTS
ON AN "AS NEEDED" TERM AGREEMENT BASIS**

FOR THE

**TRANSPORTATION DEPARTMENT OF THE
CLEVELAND METROPOLITAN SCHOOL DISTRICT**

**UNDER THE DIRECTION
OF THE
OPERATIONS DIVISION
OF THE
CLEVELAND METROPOLITAN SCHOOL DISTRICT
CUYAHOGA COUNTY
OHIO**

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SECTION I
REQUEST FOR PROPOSALS #21122

Separate Proposals for the requirement set forth below will be received in the Cashiers Office of the Board of Education of the Cleveland Metropolitan School District, 1111 Superior Avenue E, Suite 1800, Cleveland, Ohio 44114, on or before **1:00 pm** current local time on **Wednesday, September 25, 2013**.

**PROVIDING VARIOUS REPAIRS; PARTS; SERVICES; AND SUPPLIES
TO THE DISTRICT'S TRANSPORTATION DEPOTS ON AN
"AS NEEDED" TERM AGREEMENT BASIS FOR THE
CLEVELAND METROPOLITAN SCHOOL DISTRICT**

Copies of Instructions to Proposers, Specifications, Affirmative Action and Diversity Business Enterprise Forms may be obtained directly from the District's Web Page: Clevelandmetroschools.org/Purchasing. Click on the RFP number. If you need assistance please contact Denyse.Hirsch@clevelandmetroschools.org – telephone number (216) 838-0413 or (216) 574-8588.

There will **NOT** be a pre-proposal conference meeting.

Interested parties may submit questions and/or concerns, in writing, to either of the e-mail address given above or by faxing them to 216-574-2619. Deadline for all questions will be **12:00 pm Friday, September 13, 2013.**

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.

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

No proposal may be withdrawn for at least ninety (90) days after the scheduled closing time for receipt of proposals by order of the Board of Education of the Cleveland Metropolitan School District, Cuyahoga County, Ohio.

M. Angela Foraker
Director of Procurement

SECTION I
LETTER TO PROPOSERS

Date: August 28, 2013

Subject: **Request for Proposals and Invitation to Proposers Conference for Providing Repairs; Parts; Services; and Supplies to the District's Transportation Depots on an "as needed" Term Agreement basis for the Cleveland Metropolitan School District.**

Prospective Proposers:

Current policy of the Cleveland Metropolitan School District recommends scheduling of conferences with prospective proposers to review proposals, specifications, and practices in order to ensure common understanding of requirements and promote equality of competition.

In order to be considered, all proposals must be received in the Cashiers Office 1111 Superior Avenue E, Suite 1800, Cleveland, Ohio 44114 on or before **1:00 pm current local time on Wednesday, September 25, 2013. One (1) original, with blue ink signatures, and two (2) copies** of the proposal, including supporting documentation, must be submitted. **The Proposal Name & Number must be stated on the submission envelope, including shipping labels.**

There will **not** be a Pre-proposal Conference.

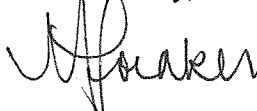
Written questions will be accepted via e-mail or fax until **12:00 pm Friday, September 13, 2013.**

No telephone calls will be permitted. Send questions to: 216-574-2619 or e-mail them to Denyse.Hirsch@clevelandmetroschools.org

The Cleveland Metropolitan School District has a Diversity Business Enterprise and Affirmative Action Program in effect. Information about this program and forms for compliance are enclosed. All firms submitting a proposal must complete the appropriate forms and submit same with their proposal.

The Cleveland Metropolitan School District accepts no obligations for costs incurred by proposers in preparing or submitting a proposal and reserves the right to reject any and all proposals received.

Sincerely,

A handwritten signature in black ink, appearing to read 'M. Angela Foraker', written over a horizontal line.

M. Angela Foraker
Director of Procurement

SECTION II
INSTRUCTIONS TO PROPOSERS

**PROVIDING VARIOUS REPAIRS; PARTS; SERVICES; AND SUPPLIES
TO THE DISTRICT'S TRANSPORTATION DEPOTS ON AN
"AS NEEDED" TERM AGREEMENT BASIS FOR THE
CLEVELAND METROPOLITAN SCHOOL DISTRICT**

1. All proposals shall be made upon the Proposal Forms furnished by the Cleveland Metropolitan School District in the proposal package. All information requested in the proposal and in the proposal package must be filled in legibly and completely or the proposal may be disqualified. No oral, telephonic or telegraphic proposals or modifications will be considered. **Submissions must state RFP name and number on outside of submission package, including shipping labels.**
2. Proposals are due in the Cashiers Office of the Cleveland Metropolitan School District, 1111 Superior Avenue E, Suite 1800, Cleveland, Ohio 44114 on or before **1:00 p.m. current local time on Wednesday, September 25, 2013.**
3. There will **NOT** be a Pre-Proposal conference.
4. All written questions are to be submitted by **12:00 pm Friday, September 13, 2013** via e-mail or fax to: Denyse.Hirsch@clevelandmetroschools.org or fax # 216-574-2619.
5. All submissions must include **one (1) originals (with blue ink signatures), and two (2) paper copies.** Vendors not complying with this requirement will be notified that they will have twenty-four (24) hours in which to submit the required copies or their proposal will be disqualified. This applies to copies **ONLY**.
6. No proposal may be withdrawn for at least ninety (90) days after proposal opening at **1:00 p.m. current local time on Wednesday, September 25, 2013.**
7. 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 submittals.
8. 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.
9. Proposer understands and agrees that any such District resolution operates only to encumber funds necessary for the project and does not create a binding contract.
10. Proposer further acknowledges and agrees that any such District Resolution may be revoked, at any time prior to execution of a formal, written contract.
11. Proposer acknowledges and agrees that it has no vested contractual right until such time as a purchase order or contract has been issued.

12. Proposer further acknowledges and agrees that execution of a contract or issuance of a purchase order is not a ministerial function, but is a formal requirement for acceptance of the proposal.
13. Proposers 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.
14. This request for Proposal should be submitted on or before **1:00 p.m. current local time on Wednesday, September 25, 2013** the Cleveland Metropolitan School District's Cashiers Office 1111 Superior Avenue E, Suite 1800, Cleveland, Ohio 44114, the submission to include the **one (1) original, with blue ink signatures, and two (2) copies** of the following Mandatory documentation:
 - a. Completed Proposal Form(s), including evidence of State certification to perform the work required.
 - b. Signed Acknowledgement for Instructions to Proposers.
 - c. Completed and notarized Proposer's Qualification Form.
 - d. Signed Conflict of Interest Form
 - e. Completed and notarized Non-Collusion Affidavit.
 - f. Completed and notarized EOA Compliance Declaration documents.
 - g. Completed and notarized Diversity Business Enterprise Participation Forms
 - h. Properly executed Affidavit and/or Company Board of Directors Resolution, authorizing certain persons to sign legal documents such as the Proposal Form, Proposer's Qualification Form, etc.
 - i. Completed and notarized Debarment Form
 - j. Responses to proposal requirements

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

15. Proposer shall not include Ohio Sales Tax in the price(s) quoted. The Cleveland Metropolitan School District will provide tax-exempt certificate to awarded vendor's upon request.
16. This is a Request for Proposals, and as such will not be publicly opened. After all submissions have been reviewed, the final evaluations of the committee will determine the awarded vendor. Public Record Requests will not be accepted until a contract is signed. Vendors will be notified, in writing, of award or non-award status upon receipt of an approved resolution.
17. Vendors are not permitted to declare their responses as proprietary, confidential, copyrighted, or any other method that would exclude them from public records. The District accepts all public record requests under Public Law 149.43 O.R.C., so any vendor declaring all or part of their submittal as proprietary or confidential must include a detailed rationalization citing page, paragraph, and sentence they are claiming proves proprietary and confidentiality

18. **SECURITY :**

Vendor agrees to successfully complete a criminal background check on any of its employees who provide services under this Agreement in the school district, and who are required by Ohio Revised Code, Section 3319.39(B), 3319.31, or 3319.391, as amended. A copy of all such background checks shall be provided to the District, by the Vendor, when requested. Vendor 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.

19. **LICENSE (Mandatory for Services or Repairs)**

All service personnel on this project must be properly Certified and/or Licensed per established industry standards. Copy of certification and/or license must be submitted with proposal documentation.

20. **INSURANCE (Mandatory)**

The successful vendor, his subcontractors and suppliers of labor and/or materials, for providing Repairs; Parts; Services; or Supplies to the Transportation Depots 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 Limit of Liability | - | (Per Occurrence) |
| b. | Automobile Liability | - | including non-owned, and hired |
| | \$1,000,000 Limit of Liability | | (Per Occurrence) |
| c. | Workers Compensation | - | Workers Compensation and employer's |
| | | | Liability Insurance to the full extent as |
| | | | required by applicable law |
| d. | Garage Keepers Legal Liability | - | including products and completed |
| | \$50,000 Limit of Liability | | operations |
| | | | (Per Occurrence) |

This requirement must be fulfilled by the successful vendor providing the CFAO's Office of the CMSD with a current Certificate of Insurance (standard ACORD form), showing the Board of Education of the Cleveland Metropolitan School District as an additional insured (Certificate Holder does not constitute being an additional insured), with a sixty (60) day written notice of cancellation provision.

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

The School District is not liable for vandalism which results in damage(s) to the property or vehicles of 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 prosecuted under the Ohio Revised Code.*

21. **TERM OF CONTRACT**

Term Agreements will be for a period of twelve (12) months starting **October 1, 2013 and terminating on September 30, 2014**, with two (2) one-year renewal options. **(October 1, 2014 to September 30, 2015 and October 1, 2015 to September 30, 2016)**, pending certification of funds, and at the discretion of the District, under the same terms and conditions as the original contract year and for the price; discount; or rate as stated in this proposal package. **Vendors not completing the renewal year pricing will not be offered a renewal at the end of the Agreement period.** Renegotiating of pricing either during or between fiscal years is not permissible.

22. **DIVERSITY BUSINESS GOAL**

The Diversity Business and Vendor Contract Compliance Programs shall make every good faith effort to ensure that certified minority business enterprises in the Cleveland Public 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% service, 20% goods and supplies, and 30% maintenance, construction/repair.

Non-diversity vendors will have their minority business participation counted toward their goal attainment only with diversity 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.

The Diversity Business goal for Providing Services is 15%

The Diversity Business goal for Providing Supplies and Related Materials is 20%

ACKNOWLEDGEMENT

_____ hereby acknowledges receipt
(Name of Company)

of this request for Proposal and the reading of these Instructions to Proposers.

We further agree that if awarded the contract, we will submit our Insurance Certificate, ***if required***, 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 will need to be executed, or 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(s) pursuant to the Specifications.

By: _____
(Name)

(Title)

Date: _____

VENDOR REQUEST FORM

NEW YES () NO ()
NO ()

CORRECTION YES ()

VENDOR INFORMATION

VENDOR NUMBER (IF APPLICABLE) _____
VENDOR NAME _____
ADDRESS LINE 1 _____
ADDRESS LINE 2 _____
CITY _____ STATE _____ ZIP _____
TELEPHONE NO. () _____ FAX NO. () _____
E-MAIL ADDRESS _____

REMIT TO (IF DIFFERENT FROM ABOVE)

VENDOR NAME _____
ADDRESS LINE 1 _____
ADDRESS LINE 2 _____
CITY _____ STATE _____ ZIP _____
TELEPHONE NO. () _____ FAX NO. () _____

PRIMARY SERVICE, PRODUCT, OR SPECIALTY: _____

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

PLEASE INDICATE WHERE APPLICABLE

DIVERSITY BUSINESS ENTERPRISE: YES _____ NO _____

MINORITY BUSINESS ENTERPRISE: _____

FEMALE BUSINESS ENTERPRISE: _____

RETURN TO: CLEVELAND METROPOLITAN SCHOOLS
PURCHASING DEPARTMENT
1111 Superior Avenue E, Suite 1800
Cleveland, Ohio 44114

TELEPHONE (216) 838-0410

FAX (216) 574-2619

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ ☐ Other (see instructions) ▶ _____	☐ Exempt payee
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number									

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
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General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

NO PROPOSAL FORM
RFP: 21122

To All Prospective Bidders/Proposers:

It is the intent of the District to update our vendor list subsequent to the bidding 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 bidder list.

- _____ (1) If you are not making a bid/proposal this cycle, but want to remain on the active bidder's list for future bids, place a check mark in the box to the left. Complete the name and address section below and return this letter to the Purchasing Division at the address below.
- _____ (2) If you do not wish to remain on the active bidder's list, place a check mark to the left. Complete the name and address section below and return this letter to the Purchasing Division at the address below.

PLEASE PRINT

Name of Company:_____

Company Representative:_____

Representatives Title:_____

Address:_____

City; State:_____ Zip Code:_____

Telephone No: (____)_____ Fax No:_____

Email Address:_____ Date:_____

Representatives Signature:_____

PURCHASING DIVISION
1111 Superior Avenue E, Suite 1800
Cleveland, Ohio 44114

SECTION II: 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 opinions 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 immediate 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
(organization)

the 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 II: 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

- 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.

TOTAL P.002

SECTION III: 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 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 sued by a customer for failure to timely complete a Contract or properly perform services? 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 proposal.
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 organizations and its' principals current in payment of personal property taxes?

20. The prospective lower tier participant certifies, by submission of this proposal, 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 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 bid.

SECTION III: PROPOSER'S QUALIFICATION FORM

NOTARIZED STATEMENT

_____ being duly sworn and deposes says that he/she is the
(Name)

_____ of
(Title)

_____, and answers to all
(Organization)

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

(Signature)

Subscribed and sworn before me this _____ day of _____, 2013.

Notary Public:_____

My commission expires:_____

SAMPLE: STATE OF OHIO INSURANCE
S A M P L E

STATE OF OHIO

DEPARTMENT OF INSURANCE

CERTIFICATE OF COMPLIANCE

As Superintendent of Insurance of the State of Ohio, I

do hereby certify that _____

a corporation located at _____

in the State of _____

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

authorized to transact in this state its appropriate

business of insurance as prescribed under Section 3941.02.

of Ohio, including Fidelity Insurance.

From _____ 20____, until _____

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

Superintendent of Insurance of Ohio

SAMPLE: STANDARD ACORD INSURANCE FORM

ACORD. CERTIFICATE OF INSURANCE				ISSUE DATE (MM/DD/YY)	
PRODUCER				THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW	
COMPANIES AFFORDING COVERAGE					
CODE	SUB-CODE	INSURED	COMPANY LETTER	A	
			COMPANY LETTER	B	
			COMPANY LETTER	C	
			COMPANY LETTER	D	
			COMPANY LETTER	E	

COVERAGES					
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.					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS
	GENERAL LIABILITY				GENERAL AGGREGATE \$
	COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OPS AGGREGATE \$
	CLAIMS MADE OCCUR.				PERSONAL & ADVERTISING INJURY \$
	OWNER'S & CONTRACTOR'S PROT.				EACH OCCURRENCE \$
					FIRE DAMAGE (Any one fire) \$
					MEDICAL EXPENSE (Any one person) \$
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT \$
	ANY AUTO				BODILY INJURY (Per person) \$
	ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS				PROPERTY DAMAGE \$
	HIRED AUTOS				
	NON-OWNED AUTOS				
	GARAGE LIABILITY				
	EXCESS LIABILITY				EACH OCCURRENCE \$ AGGREGATE \$
	OTHER THAN UMBRELLA FORM				
	WORKER'S COMPENSATION				STATUTORY \$ (EACH ACCIDENT)
	AND				\$ (DISEASE—POLICY LIMIT)
	EMPLOYERS' LIABILITY				\$ (DISEASE—EACH EMPLOYEE)
	OTHER				
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS					

CERTIFICATE HOLDER	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE	

ACORD 10-8 (3/88)
©ACORD CORPORATION 1988

SECTION IV

NON-COLLUSION

**(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 is
(Name)

(Sole Owner, Partner, President, Secretary, etc.)

of _____ the party making the
(Company)

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 proposed contract; 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 _____, 2013.

Notary Public

My commission expires: _____

SECTION V: THE DISTRICT'S DBE PROGRAM

Part 1

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, supplies, materials, construction, etc.

The DBE program shall make every good faith effort to ensure that certified DBE's in the relevant Cleveland Metropolitan School District geographic market have the maximum opportunity to bid for contracts. The Cleveland Metropolitan 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 percents and vary by the type of contract awarded:

- ◆ 15% service contracts
- ◆ 20% goods and supplies
- ◆ 30% maintenance/construction repair

For example if the District awards a roof repair contract in the amount of \$ 100,000 to a Non- DBE contractor, 30% or \$ 30,000 of the contract work could be awarded to a DBE subcontractor.

A Diversity Business Enterprise encompasses Minority Business Enterprise (MBE's) and Female Business Enterprises (FBE's).

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

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

A company may be in compliance with the District's DBE program although the applicable numerical goal is not met if the 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 Enterprise (DBE)

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

"Socially diverse individuals" means individuals who have been subjected to racial or ethnic prejudice or cultural bias because of their identity as a member of a group without regard to their qualities as individuals.

"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 Latino Americans, Native Americans, Asian-Pacific Islander Americans, Subcontinent-Asian Americans) are to be considered socially and economically diverse.

A Female Business Enterprise (FBE)

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

Which is at least (51) percent owned by one or more women; or, in the case of any publicly owned business, at least (51) percent of the stock of which is owned by one or more women: and

Whose management and daily business operations are controlled by one or more women.

1. DBE participation will be counted toward meeting the goals outlined in the notice as follows:
 - a. The total dollar value of a direct contract or subcontractor indirect subcontract Awarded to a certified DBE will be counted toward the applicable goal.
 - b. In the case of a joint venture, certified by the Cleveland Metropolitan 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 venture will be counted toward the applicable goal, (PLEASE RETURN DBE FORM B).
 - 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 the 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 bidder who fails or refuses to complete and return this Notice may be deemed a non-responsive bidder.
 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. Only DBE's and joint ventures that have been certified by the District will be considered eligible for inclusion in the contractor's goals for DBE utilization. Where a contractor wishes to include as a subcontractor or joint venture, a DBE which has not been certified by the District, the contractor must request and receive such certification from the Diversity Officer prior to submission of the bid or proposal.
 - a. Any firm which believes that it has been wrongly denied certification as a DBE or Joint venture may request reconsideration by the Purchasing Director. However, the decision of the Purchasing Director, which must be presented in writing, will be considered final.
 7. 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 bid 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-bid 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-bids, 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 bid.

- 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.
8. Suppliers/contractors that fail to meet DBE goals and fail to demonstrate sufficient good faith efforts are may not eligible for contract awarded
9. 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.
10. 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.
11. Bidders and contractors are bound by all requirements, terms and conditions of this Notice.
12. Nothing in this Notice shall be interpreted to diminish the present contract compliance review.

DBE FORM A
THE CLEVELAND METROPOLITAN SCHOOL DISTRICT
FINANCE DEPARTMENT

General Information

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 (name or print): _____

Date: _____ Title: _____

DO NOT COMPLETE BELOW THIS LINE

Compliant ☐ **Compliance-pending** ☐ **Non-compliance** ☐

Compliance Date _____

DBE Form B

CLEVELAND METROPOLITAN SCHOOL DISTRICT

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

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

The undersigned bidder 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.

Bidder

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.

DBE Form C

CLEVELAND METROPOLITAN SCHOOL DISTRICT

Schedule MBE/FBE Participation

Project Name: _____

Name of NON-DBE Contractor _____

Identification No.: _____

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 of a contract with the Cleveland Metropolitan School District.

TO BE RETURNED WITH PROPOSAL

Signature of NON-DBE Prime Contractor

**DBE Form D
Letter of Intent**

To: _____

Non-DBE Prime or General Bidder

Project: _____

NON-DBE PRIME OR GENERAL BIDDER

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 Metropolitan 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 Metropolitan School District.

Date _____

Name of DBE Firm (where applicable)

Signature of DBE (where applicable) _____

Signature of MBE Firm

(TO BE RETURNED WITH PROPOSAL)

Name of FBE Firm

Signature of FBE Firm

CLEVELAND METROPOLITAN SCHOOL DISTRICT

DBE Form E
DBE Unavailability Certification

I, _____, _____
Name Title

Of _____, certify that on _____
Non-DBE Prime Bidder

I contacted the following DBE business enterprise to obtain a bid for work items to be performed on
Board Project. _____

Minority Contractor _____

Work Items Sought _____

Form of Bid Sought _____

Female Contractor _____

Work Items Sought _____

Form of Bid 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 bid for the following reason (s):

Signature, Non-DBE prime Bidder Date

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

on _____ by _____
Date Non-DBE Prime Bidder

Signature, Non-DBE Prime Bidder

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

Signature, Non-DBE prime Bidder

CLEVELAND METROPOLITAN SCHOOL DISTRICT

DIVERSITY BUSINESS ENTERPRISE DEPARTMENT

TO BE COMPLETED BY NON-MINORITY PRIME

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 Metropolitan 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 Metropolitan 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 _____

CLEVELAND METROPOLITAN SCHOOL DISTRICT
DBE FORM F
Information for Determining Joint Venture Eligibility

(This form need not be completed if all joint venture firms are DIVERSITY business enterprises).

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

(a) Describe the role 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 interests: _____

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 with prime responsibility for:

(a) Financial decisions _____

(b) Management decisions, such as

(1) Estimating _____

(2) Marketing and Sales _____

(3) Hiring and firing of Management Personnel _____

(4) Purchasing of major items or supplies _____

(c) Supervision of Field Operations _____

NOTE: If, after completing 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 Metropolitan School District, either directly or through the non-DBE prime contractor if the joint venture is a subcontractor.

PART II

CLEVELAND METROPOLITAN SCHOOL DISTRICT
Finance Department

TO BE COMPLETED BY NON-MINORITY PRIME

STATE OF _____)
COUNTY OF _____) ss.

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 Metropolitan 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 Metropolitan 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 expire

SECTION V: AFFIRMATIVE ACTION PROGRAM
CLEVELAND METROPOLITAN SCHOOL DISTRICT

AFFIRMATIVE ACTION PROGRAM
VENDOR CONTRACT COMPLIANCE
PROCEDURES AND GUIDELINES

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

Pursuant to the Affirmative Action Policy adopted by the Cleveland Metropolitan 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 bid to provide goods, services, supplies and equipment through formal bids, informal bids, and contract term agreements are required to submit a Vendor Employment Practice Report with each bid. Approved status by the Vendor Employment Practice Report includes the following documents which must be completed in their entirety and returned with the bid.

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.

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 inhabitants or more, or 'twin cities' with a combined population of at least 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 practice.
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 bids 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 bid 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.
4. If the vendor fails to submit an acceptable affirmative action program to the Diversity Officer, the officer will notify the Purchasing Director who will disallow the bid. Vendors who fail to comply with the District's equal employment opportunity standards may be disapproved to do business with the District by the Cleveland Metropolitan School District.
5. Any company which believes that it has been wrongly found not in compliance thus preventing business opportunities with the District because it does not meet the District's equal employment opportunity standards may request reconsideration by the Diversity Officer. However, the decision of the Cleveland Metropolitan City School District will be considered final.

C. AFFIRMATIVE ACTION PLAN

1. *Vendors 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 bid 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 bidders 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 towards 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 make.*

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

1. *Vendor fails to submit completed and signed EEO documents with bids 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 or 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 Metropolitan School District.*

**CLEVELAND METROPOLITAN SCHOOL DISTRICT
Finance Department
Affirmative Action Division**

**Vendor contract Compliance Program
General Information**

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
Affirmative Action Division

CLEVELAND METROPOLITAN SCHOOL DISTRICT
Finance Department
Affirmative Action Division

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

Signature of company Official

Date: _____

STATE OF ()
COUNTY OF ()SS.

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

Its _____, 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.

8

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

_____, _____, this _____,

day of _____, 20____.

DESCRIPTION OF JOB CATEGORIES

OFFICIAL, MANAGERS AND SUPERVISORS

Occupations requiring administrative personnel who set District policies, exercise overall responsibility for execution of the plaices, 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 and buyers, and kindred workers.

PROFESSIONALS

Occupations requiring either college graduation or experience of such kind and amount as to provide a background. Includes: accountants and auditors, airplane pilots and editors, engineers, lawyers, 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 nonmanual, 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 extensive 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 factor-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, doorkeepers, stewards, janitors, police officers and detectives, porters, food servers, 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 apprenticeship, regardless of whether the program is registered with a Federal or State agency.

CURRENT EMPLOYMENT DATA

FORM 3

Please note this data may be obtained by visual survey or post-employment records. 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				
	TOTALS	MALES	FEMALES	WHITE (NOT OF HISPANIC ORIGIN)	BLACK (NOT OF HISPANIC ORIGIN)	ASIAN AMERICAN OR PACIFIC ISLANDER	AMERICAN INDIAN OR ALASKAN NATIVE	HISPANIC	WHITE (NOT OF HISPANIC ORIGIN)	BLACK (NOT OF HISPANIC ORIGIN)	ASIAN AMERICAN OR PACIFIC ISLANDER	AMERICAN INDIAN OR ALASKAN NATIVE	HISPANIC
OFFICIALS MGRS & SUPERVISORS													
PROFESSIONALS													
TECHNICIANS													
SALES WORKERS													
OFFICE/CLERICAL													
CRAFTWORKERS (SKILLED)													
OPERATIONS (SEMI-SKILLED)													
LABORERS (UNSKILLED)													
SERVICE WORKERS													
APPRENTICES													
TOTALS													

ADDITIONAL INFORMATION (OPTIONAL) Describe any other action taken¹ which show that all employees are recruited, hired, or trained or promoted without regard to their race, religion, color, sex, handicap, age or nation origin. Use second sheet if additional space is needed.

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

DATE:

FIRM OR CORPORATE NAME:

SIGNATURE:

TITLE:

****SAMPLE- DO NOT COMPLETE****
VENDOR CONTRACT

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

Vendor Name

Address, City, State, Zip

("Vendor") and **THE CLEVELAND MUNICIPAL SCHOOL DISTRICT**, 1380 East Sixth Street, 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 Vendor'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 _____ *(Date)* later than _____; provided, however, that the District may terminate this Agreement without obligation and without cause by giving fourteen (14) days written notice to the Vendor under the Termination for Convenience clause below.
3. **COMPENSATION.** Subject to the terms and conditions of this Agreement, the District agrees to pay the Vendor an amount not to exceed:

spell out dollar amount

Dollars
(\$ _____).

*numeric
amount*
dollar

4. Payment for this contract shall be:

spell out dollar amount

Dollars
(\$ _____).

*numeric
amount*
dollar

payable as follows (*state payment terms*):

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

Vendor 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.

Vendor 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 Vendor providing equipment, goods, supplies, services and deliverables in accordance with this Agreement in a reasonably prudent manner. Should Vendor 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 Vendor through its utilization of third-party Vendors or Contractors.

5. **FUNDING SOURCE.**

Budget
Number/Code

.....

FUND
SCC
FUNCTION
OBJECT
OPU

6. **INDEMNIFICATION AND HOLD HARMLESS.** The Vendor shall indemnify, defend, and hold harmless the District, all of its members, officers, employees, and agents, from and against any and all liability (whether real or asserted), claims, demands expenses, costs (including legal fees), and causes of action of any nature whatsoever for injury or

7. death of persons, or damage or destruction of property which may result from or arise out of the negligence or intentional misconduct of the Vendor or its employees, officers, or agents, in the course of the Vendor's performance of this Agreement or the Vendor's failure to perform. This indemnification and hold harmless obligation survives the term of this Agreement.
8. **INDEPENDENT CONTRACTOR STATUS.** Vendor and the District acknowledge and agree that Vendor 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 Vendor will be responsible for payment of all federal, state and local income taxes, unemployment and worker's compensation coverage's.
9. **CONFIDENTIALITY/OWNERSHIP.** The Vendor agrees that all financial, statistical or proprietary information provided by the District or any information that the Vendor 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 Vendor 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 Vendor 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 Vendor as the result of any project delays, disruptions, suspensions, work stoppages, or interruptions of any kind, whether reasonable or unreasonable or whether occasioned by changes ordered in the work or otherwise caused by an act or omission of the District, its agents, employees, or representatives, or by any cause whatsoever beyond the control of the Vendor.
11. **FINDINGS FOR RECOVERY/ DEBARMENT OR SUSPENSION.** *[ATTACH CERTIFICATION FROM AUDITOR OF STATE'S WEBSITE AND FEDERAL SYSTEM FOR AWARD MANAGEMENT (SAM) WEBSITE]*

<http://www.auditor.state.oh.us/OnlineServices/FFR/default.htm>.

<http://www.sam.gov/portal/public/SAM/>

Vendor 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 vendor 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.** Vendor agrees to successfully complete a criminal background check on any of its employees who provide services under this Agreement in the school district and who are required by Ohio Revised Code Section

3319.39, 3319.31 or 3319.392, as amended. A copy of all such background checks shall be provided by the Vendor to the District at vendor's expense.

13. **DISCRIMINATION.** Vendor 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, Vendor shall replace personnel, if any, assigned by Vendor.
15. **LABOR DISPUTE.** If the Vendor 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 Vendor 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 Vendor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the District premises. If the Vendor's failure to use reasonable care causes damage to any District property, the Vendor shall replace or repair the damage at no expense to the District as the District directs. If the Vendor fails or refuses to make such repair or replacement, the Vendor shall be liable for the cost, which may be deducted from the contract price.
18. **TIME.** Time is of the essence in the performance of this contract.
19. **NOTICE OF BANKRUPTCY.** If the event Vendor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Vendor 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 VENDOR.** If the Vendor dies or is dissolved prior to completion of this Agreement, any moneys that may be due to Vendor from the District for services rendered prior to the date of death or dissolution shall be paid to Vendor'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 Vendor written notice that funds have not been appropriated (a) within a reasonable time after the District receives notice of such non-appropriation; and, (b) at least fourteen (14) days prior to the effective date of such termination.

22. **RECORDS.** The Vendor 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 vendor 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 Vendor:
- a. Non-performance of any term, covenant, or condition of this Agreement by the Vendor within the time provided; or
 - b. Any act of insolvency by the Vendor 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 Vendor or the appointment of any receiver or trustee or to take possession of the property of the Vendor; or
 - d. Failure of the Vendor 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 Vendor, the District may do any one or all of the following:
- a. Terminate the contract and withhold funds due, if any to satisfy any third-party claims;
 - b. Sue for and recover all damages arising out of the Vendor's default;
 - c. Cure the default and obtain reimbursement and cover from the Vendor.
 - 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 Vendor. 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 Vendor for work performed up to the date of termination. In no event shall the Vendor be entitled to lost or anticipatory profits.
28. **MISCELLANEOUS.**
- a. Vendor represents and warrants that she possesses the qualification and personnel, if required, to provide the services agreed to herein.
 - b. Neither party may assign, modify, or sub-contract this Agreement, or any right or interest herein, without the prior written consent of the other party.
 - c. This Agreement shall be binding upon and inure to the benefit of the Parties, their successors, and permitted assigns.
 - d. To the extent that the terms of this Agreement materially conflict with or render ambiguous any provision of the Vendor's (Bid/Proposal), the terms of this Agreement shall govern.
 - e. The paragraph headings are for convenience only and shall not 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 vendor and all subcontractors shall comply with all local, state and federal laws, rules, regulations and ordinances.
 - h. No travel expense reimbursement is authorized unless specifically stated in this contract. If so stated, the meals, travel, and lodging are reimbursable only in strict compliance with the Ohio Auditor of State Technical Bulletins, Guidance and Rules and Regulations and, if this contract is federally funded in whole or in part, in strict compliance with all rules, regulations and guidance of the U.S. Office of Management and Budget and any other federal office or agency having jurisdiction over federally funded contracts.
 - i. This Agreement contains the entire agreement between the parties with respect to the services to be provided hereunder, and there are no representations, understandings or agreements, oral or written, which are not included herein.
29. **CONFLICT OF INTEREST.** The Vendor represents that he/she is not an employee or board member of the Cleveland Metropolitan School District. The Vendor further represents that no employee or board member of the Cleveland Metropolitan School District has any ownership interest in or fiduciary duties to the Vendor or any of its parent affiliations and is not on the board of directors of the Vendor or hold any officer

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

CONTRACT MUST BE APPROVED BY CMSD LEGAL DEPARTMENT PRIOR TO SIGNATURE

Approved as to form:

Law Department
Cleveland Municipal School District

DATE: _____

NOTICE TO VENDORS

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

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 CMSD 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.

CLEVELAND MUNICIPAL SCHOOL DISTRICT

BY: _____

BY: _____

TITLE Vendor

TITLE: _____

DATE: _____

DATE: _____



PART 2

**PROVIDING VARIOUS REPAIRS; PARTS;
SERVICES; AND SUPPLIES TO THE
DISTRICT'S TRANSPORTATION DEPOTS
ON AN "AS NEEDED" TERM AGREEMENT BASIS**

FOR THE

**TRANSPORTATION DEPARTMENT OF THE
CLEVELAND METROPOLITAN SCHOOL DISTRICT**

FORMS AND SPECIFICATIONS

#21122

RFP #21122- SPECIFICATIONS

SCOPE OF WORK:

The District is in need of vendors from multiple areas for “as needed” vehicle repairs and services, and to furnish our Transportation Depots with needed parts; supplies; services and repairs under Term Agreements. The Transportation Depots repair and maintain not only the District’s fleet of school buses, but also vehicles and trucks owned by the District. The District reserves the right to award to one or multiple vendors in each area. There will be times when the scope of work that is required does not fit the parameters of this proposal, so Term Agreement vendors will be asked to submit written quotes on these specific projects. Written quote projects are open to all vendors within the field of work needed and are not all inclusive to Term Agreement vendors.

The Transportation Department has three (3) depots:

1. Ridge Road Transportation Facility
3832 Ridge Road
Cleveland, OH 44144
2. Lake Center Transportation Facility
870 East 79th Street
Cleveland, OH 44102
3. Cuyahoga Heights Transportation Facility
4177 East 49th. Street
Cleveland, OH 44105

SUBMISSIONS:

Vendors **must** use the Proposal Form(s) included in this proposal package for their submission(s). Vendors may submit on multiple services and/or parts by making copies of the proposal form in the package. Proposal Forms must be submitted using the terms that are being asked for (i.e., hrs; units; cases; each; percentages). If percentages are required to be submitted, do not insert dollar figures or vise versa, and do not leave any areas blank as this may cause your submittal to be deemed non-responsive and rejected.

All front end District Forms; Cost Proposal Forms; and RFP Renewal Sheets are **Mandatory** to be submitted. Do not submit instructional/informational pages, or Cost Proposal Sheets that do not apply to your specific product or service.

PROPOSAL PROCESS:

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

- Posting of RFP on CMSD Procurement webpage
- Notice in local newspaper regarding RFP posting
- Vendor submission of written questions
- On-line publication of written questions and responses
- Issuance of addendum, as necessary
- Receipt of vendors’ intent to propose or not propose
- Receipt of proposals at CMSD

- Evaluation Committee review
- Notification of proposal award to selected vendor(s) and notification of non-award to other vendors
- Contract negotiation(s) with selected vendor(s)
- Contract finalization with selected vendor, final signatures obtained

All questions must be written and directed to **denyse.hirsch@clevelandmetroschools.org**. All questions received and responses thereto will be distributed via the District's website and to all vendors expressing intent to propose.

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

Proposers should note that the following Request for Proposals is general in nature to express a wide-ranging need. Proposers should feel free to define and specify in detail their services and products.

EVALUATION CRITERIA:

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

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

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

1. Discount off of catalog price (35%)
2. Demonstrated ability to provide goods (25%)
3. Prior experience working with similar organizations (15%)
4. Specifications satisfied and understanding of District needs and requirements (25%)

QUESTIONS & ANSWERS:

Vendors are **NOT** to contact District employees regarding this RFP. The only acceptable form of contact will be as follows:

1. All questions and/or concerns must be submitted in writing
2. Written questions are to be faxed to (216) 574-2619 attention Denyse Hirsch, or
3. submitted via e-mail to: denyse.hirsch@clevelandmetroschools.org
4. A comprehensive list of all questions and answers will be sent to all prospective vendors
5. Any changes to this RFP will be addressed via addendum issued no later than Monday, September 16, 2013.

Answers and responses will be sent to the vendor in writing. The District will not be liable for any misinformation given to vendors who do not adhere to this procedure. The deadline for submission of written questions &/or concerns is **12:00 pm**, current local time, on Thursday, September 13, 2013. The District will not respond to any communications received after this cutoff day and time. No exceptions will be allowed due to malfunctioning equipment belonging to either the vendor or the District.

CONTRACT TERM:

Awarded vendors will be notified in writing and sent a Term Agreement for signature. Vendors **must** respond to these letters and Agreements for their contract to become effective. Please be sure to indicate the proper name and title of person who is to receive these forms, and that this person can legally bind the company to a contract, (See “Instructions to Proposers”; page 7; Item 12; sub-section g). An original copy of the Agreement, countersigned by the District, will be returned to the Vendor for his records. The District does not guarantee any specific or set amount to be awarded to any vendor since orders will be placed on an “as needed” basis.

As a government entity the District cannot commit to any funding beyond their current fiscal year, therefore this Agreement will be for the current fiscal year 7/1 to 6/30, with the option to renew at the beginning of the next fiscal year, making this a two (2) year contract, pending certification of funds.

The initial contract period will be for twelve (12) months commencing **October 1, 2013 and terminating September 30, 2014**. The District will have the option to offer each awarded contractor two (2) one-year renewal options at the termination of this contract period pending certification of funds (**October 1, 2014 to September 30, 2015 and October 1, 2015 to September 30, 2016**), which will be under the same terms and conditions as the original contract and for the price; discount; or rate as stated in this proposal package. **Vendors not completing the renewal year pricing will not be offered a renewal at the end of the Agreement period.** Renegotiating of pricing either during or between fiscal years is not permissible.

LICENSE/CERTIFICATES:

Awarded Vendors must include copies of all licenses and/or certificates, including insurance certificate, (listing CMSD as an “additional insured”), required by law for your individual trade. Awarded vendors must also maintain proof of employee background checks for any employee that will be working on District property.

COMPLETION OF COST PROPOSAL FORM:

- A. **SUPPLIES:** If your company furnishes vehicle repair/maintenance supplies, please list the types of supplies being offered, what the percentage discount being offered the District is, and whether pricing is from a catalog or manufacturer's price list. Discounts must be across the board and not item per item discounted.
- B. **PARTS:** If your company furnishes vehicle parts, please list the types of parts being offered, what the percentage discount being offered the District is, and whether pricing is from a catalog or manufacturer's price list. Discounts must be across the board and not item per item discounted.
- C. **SERVICES:** If your company furnishes vehicle services, please list the type of service being offered, what the hourly rate is for this service, days and hours of operation, and any percentage discount being offered the District
- D. **REPAIRS:** If your company furnishes vehicle repairs, please list the type of repairs being offered, what the hourly rate is for this service, days and hours of operation, and any percentage discount being offered the District

Sample of Parts &/or Services:

The following lists are some items that are used by the Transportation Depots, but are not all inclusive:

- | | |
|--|------------------------|
| ▪ Electrical components – rebuild/repair | Battery Service |
| ▪ Parts – light duty chassis | Springs – axel rebuild |
| ▪ Bulk lubricants & oils | Paints |
| ▪ Radiator services | Transmission services |
| ▪ Synthetic fluids | Welding gas & supplies |
| ▪ Bulk chemicals | Bulk soaps |
| ▪ Service Parts washers | Vehicle Towing |
| ▪ Uniform services | Tires |

Services; repairs; parts; and supplies will be needed for, but are not exclusive to, the following equipment.

- ❖ **International I/C school buses; 2002-2004; 59 passenger; T444E engines; 4 wheel hydraulic disc brakes; AT545 transmissions.**
- ❖ **Thomas body school buses; 47 and 59 passenger; International 3800 chassis; T444E engines; 4 wheel hydraulic disc brakes; AT545 transmissions.**
- ❖ **Wayne body school buses; 1994; 47 passenger; International 3800 chassis; 7.3L diesel engines; 4 wheel hydraulic disc brakes; AT545 transmissions.**
- ❖ **Miscellaneous equipment to include: refrigerated food service trucks; delivery vans; pickup trucks; tow motor; various automobiles owned by the District.**

#21122 - SPECIFICATIONS SERVICE &/OR REPAIRS

Services & Repairs Qualifications

- All service personnel must be ASE certified (Automotive Service Excellence) for performing repairs on cars, trucks and vans. Proof of certification must be submitted with proposal.
- Proof of industrial and / or commercial experience for at least five (5) years and references must be submitted with proposal. In lieu of five (5) years experience providing this service, verifiable proof of qualifications and references must be submitted.
- Must be able to respond within thirty-six (36) hours of request for service.
- Maintenance and routine repairs must be completed within twenty-four (24) hours after request has been made.
- Major repairs must be completed within seven working days after request has been made.
- Towing charges must be provided at **no charge** to the District if needed.
- An after hours emergency phone number and response must be provided.
- Provide “loaner” vehicle at **no charge**

Additional Specifications

Proposal must also include:

- a. A complete description and scope of services company is able to provide
- b. A fixed hourly rate schedule for mechanics labor for regular time
- c. Terms and conditions of general warranties covering work performed
- d. Materials cost plus % of mark-up

SERVICE AGENCY SHALL PROVIDE GARAGEKEEPERS LEGAL LIABILITY INSURANCE IN AN AMOUNT OF NOT LESS THAN \$ 50,000.00 DURING THE TERM OF THE AGREEMENT, AND BE RESPONSIBLE FOR ANY DAMAGE(S) TO DISTRICT VEHICLE(S) WHILE IN THE CUSTODY OF THE SERVICE AGENCY.

The Cleveland Metropolitan School District reserves the right to reject any and all proposals. The owner also reserves the right to negotiate hourly rates and material percentage discounts with qualified contractors.

DISTRICT REQUIREMENTS:

- Parts must be consistent with brand recommended in the Dealership's maintenance manual.
- All replacement parts are to be of a quality equal to or better than factory original
- Written copy of warranty/guarantee of product is to be supplied
- Deliveries must be made to appropriate facility within seventy-two (72) hours of order receipt, with exception to special order parts only.
- Vendor must show proof of insurance for any carriers and/or any delivery equipment as stated in the "Instructions to Proposers Insurance" requirements, to meet minimum state standards.
- All deliveries must be accompanied by the invoice or a packing slip. **NO** deliveries will be accepted without accompanying invoice or packing slip.
- CMSD will not be responsible for loss to the vendor due to cancelled backorders that were not filled in a timely manner.
- No order will be paid without an authorized purchase order number from CMSD. Confirmed orders, telephone orders, or faxed orders, without an authorized purchase order will **NOT** be honored.
- Vendor is responsible to furnishing updated catalogues or manufacturer's price listings, showing all price changes (if any), as they occur.
- All invoices will detail the scope of repair work.
- Labor shall include itemized hours with rate.
- Material will show list price, % discount and actual cost.

Vendors are to submit one (1) copy of their current catalog, or manufacturer's price listing, of the products carried by their company.

#21122 - SPECIFICATIONS

PARTS &/OR SUPPLIES

Vendors will be required to submit a percentage discount off their current catalog or manufacturer's price listing. The name or number of the catalog is to be submitted on the Cost Proposal Form. Multiple discounts must be submitted separately and cannot be listed on one form. Please make copies of the Cost Proposal Form to submit multiple discounts (e.g. offering more than one catalog or offering more than one discount).

PUBLISHED CATALOGS AND / OR PRICE LIST:

The successful vendor will provide printed catalog or Manufacturer's price list to the Ridge Road Transportation Department. Catalog to include:

- Indexing by commodity / name
- Full description, color photos preferred
- Identification number / part number / dimensions
- Unit of Measure; Standard Pack
- Available colors (if applicable)

If quoting discounts from more than one catalog, clearly specify which discount applies to which catalog. (Attach additional sheet or make copies of this page).

CATALOG NAME/NO:_____

MANUFACTURER:_____

ELECTRONIC ORDERING / INVOICING:

Vendor should identify their capabilities of receiving and invoicing orders electronically.

REPORTING:

Quarterly reports by dollar value to include: Quantity and Description, Unit Cost, Extended Cost, Total Dollars Purchased, Date of Transaction, and Summary Reports of Total Dollars Spent are to be sent to the Transportation Department; 3832 Ridge Road, Cleveland, Ohio 4144, Attention: Ann Carlson.

RETURNS:

The District will bare no additional cost for the receipt of damaged merchandise, restocking, or the return of merchandise that does not meet its intended need.

PRICING:

Quote firm fixed pricing for those items identified as stock items. Pricing to be firm for the period October 1, 2013 through September 30, 2014.

Quote overall Catalog Discount being offered. More than one Discount or Discounting of only certain items in Catalog, will deem proposal non-responsive.

Quote one (1) single percentage under list price for those items included in your catalog. The District may reject Proposals with multiple discounts per commodity.

Minimums will not be accepted for this contract.

Inclusion of minimums may cause your proposal to be rejected as non-responsive.

DELIVERY:**F.O.B. DESTINATION**

All prices of stock and non-stock items will be inclusive of Freight Charges from Manufacturer to the successful vendor and/or to Ordering Department. Delivery will be made to counter of Ordering Department.

Delivery of all stocked items is to be made within forty-eight (48) hours after vendor's receipt of order. Delivery of all non-stocked items is to be delivered within Manufacturer's quoted lead time.

All merchandise to be acknowledged by signature upon delivery. A minimum of three (3) copies is to be recorded. (1) Vendor copy; (2) Accounting copy; and (3) Receiver's copy.

TERMS:

Maintain proof of delivery until payment(s) are received. Payment terms are Net 30.

RFP #21122 – COST PROPOSAL
SERVICES &/OR REPAIRS

The undersigned proposes to provide services and/or repairs for the Cleveland Metropolitan School District's Transportation Depots in accordance with the Specifications and to the entire satisfaction and acceptance of the Cleveland Metropolitan School District, for the period **October 1, 2013 through September 30, 2014** with two one-year renewal options (October 1, 2014 through September 30, 2015 and October 1, 2015 to September 30, 2016), pending certification of funds, and under the same terms and conditions as the current contract, for the following price(s).

Please state the Repairs and/or Services you are offering:

Fixed Hourly Rate for Labor:

Initial Contract Year

**October 1, 2013
Through
September 30, 2014**

\$ _____

Material Discount Percentage:

_____ %

First Option Year Renewal

**October 1, 2014
Through
September 30, 2015**

\$ _____

Material Discount Percentage:

_____ %

Second Option Year Renewal

**October 1, 2015
Through
September 30, 2016**

\$ _____

Material Discount Percentage:

_____ %

**RFP #21122 – COST PROPOSAL
SERVICES &/OR REPAIRS**

VENDOR NAME: _____

ADDRESS: _____

CITY & STATE: _____ **ZIP:** _____

REPRESENTATIVE: _____

PLEASE PRINT

SIGNATURE:_____

TELEPHONE NO: _____

E-MAIL ADDRESS:_____

FAX NO: _____ **DATE:** _____

RFP #21122 – COST PROPOSAL
PARTS & SUPPLIES

The undersigned proposes to provide parts and/or supplies for the Cleveland Metropolitan School District's Transportation Depots in accordance with the Specifications and to the entire satisfaction and acceptance of the Cleveland Metropolitan School District, for the period **October 1, 2013 through September 30, 2014** with a two (2) one-year renewal options (**October 1, 2014 through September 30, 2015 and October 1, 2015 through September 30, 2016**), pending certification of funds, and under the same terms and conditions as the current contract, for the following price(s).

Please state the Parts and/or Supplies you are offering:

Initial Term Agreement: 10-1-13 to 9-30-14

Firm Fixed Pricing on Stock Items;

Overall Catalog Discount:

Single Percentage under Mfg. List Price:

Renewal Option 1: 10-1-14 to 9-30-15

Firm Fixed Pricing on Stock Items;

Overall Catalog Discount:

Single Percentage under Mfg. List Price:

Renewal Option 2: 10-1-15 to 9-30-16

Firm Fixed Pricing on Stock Items;

Overall Catalog Discount:

Single Percentage under Mfg. List Price:

RFP #21122 – COST PROPOSAL
PARTS & SUPPLIES

VENDOR NAME: _____

ADDRESS: _____

CITY & STATE: _____ **ZIP:** _____

TELEPHONE NO: _____ **FAX NO:** _____

FAX NO: _____ **DATE:** _____

E-MAIL ADDRESS: _____

REPRESENTATIVE: _____

PLEASE PRINT

SIGNATURE: _____

#21122 - SPECIFICATIONS TIRES

PRODUCT SPECIFICATION

This proposal is for the purchase of new highway tread steering axle tire size 10r22.5 with steel belted tread and sidewall, radial design, load range 'F'.

The inspection, repair and re-treading of 10r22.5 casings, including the disposal of scrap casings.

NEW TIRE SPECIFICATIONS:

New tires supplied must meet or exceed original equipment manufacturer's product.

RECOMMENDED / BUT NOT EXCLUSIVE

RETREAD TIRE SPECIFICATIONS:

1. **ELECTRONIC INSPECTION:** prior to the re-treading process, all casings shall be electronically scanned for hidden flaws. Vendor shall specify the type of casing analyzer used at his facility.
2. **RE-TREAD METHOD:** Pre-cure is the only acceptable method and the casing must be cured at **no more than 250 degrees Fahrenheit**.
All casings to be re-treaded will be provided by the Cleveland Municipal School District and the casing number shall be recorded on the pick-up & delivery ticket.
The vendor shall provide pick-up and delivery.

Recapping must be **C.T.D. TREAD DESIGN** or equivalent.

Vendor shall specify tread depth in **32nds** of an inch for tread design.

3. **BUFFING:** The buffed casing shall be buffed to dimensions compatible to the tread system used. The word tread surface shall be removed to a symmetrical profile in accordance with procedural specifications.
4. **TREAD APPLICATION:** The tread rubber shall be centered around the buffed circumference of the tire. Tread pattern interruption shall be minimized at the tread splice. The cut ends of tread shall have a roughened texture over the entire surface and shall be free of contamination. The splice shall be cured together using suitable bonding material. Tread stretch requirements and building tolerances shall meet the requirements of the materials used. The tread width used shall be determined by the requirements of the casing. The maximum acceptable width shall be used unless otherwise requested.

RADIAL TIRE REPAIR:

PUNCTURE REPAIR: Nail hole or puncture repairs to casings are not to exceed 3/8" diameter in the crown area after cleaning and 1/16" in the sidewall after cleaning.

BEAD REPAIR: The following conditions will be considered repairable in the rubber covering the bead area:

- 1 Cuts or tears in the rubber covering the bead area that do not damage the body ply or expose the bead wires:

- 2 Limited in size to that which assures duplication of the original bead contours:
- 3 Repairs which can be performed at a low enough cost to be practical.

Section repairs are not acceptable.

All repairs to a tire or casing shall be in compliance with the tire manufacturer, tread rubber manufacturer or the R.M.A.

GENERAL REQUIREMENTS:

Vendor shall provide evidence of certification from the National Tire Dealers and Retreaders Association or the American Retreaders Association, Inc. This must be on file at the CMSD Central Parts Department.

Vendor shall comply with 49 CFR part 574 tire identification and recordkeeping; specific labeling of each retread by the retreader and date of production.

D.O.T. labeling shall be on the narrow portion of the sidewall adjacent to the brand number.

Written "return as received" reports will be provided by the retreader. The report shall include, but not limited to, tread depth before buffing, CMSD brand number and reason for rejection,

All "RAR" casings shall be returned to CMSD Central Parts Department, 3832 Ridge road, Cleveland, Ohio 44144.

It shall be the responsibility of the successful or Vendor to legally and properly dispose of all scrap tires and casings.

Cost of the treaded tire shall be exclusive of repairs, mounts or dismounts.

Vendor shall furnish to CMSD a complete price list of repairs and labor cost for flat repairs and repairs applicable to the recapping and mounting/dismounting processes.

Vendor shall specify the cost to dispose of discarded casings.

ACCEPTANCE/REJECTION OF PRODUCT/SERVICE:

The final acceptance of repaired and/or retreaded bus tires shipped and delivered shall be subject to the approval of the CMSD.

All unacceptable product(s) shall be removed and replaced by the vendor with the identical specified product, at no additional expense to the CMSD.

The CMSD reserves the right to reject any repair and/or retread that CMSD determines does not meet bid specifications.

DELIVERY:

Delivery locations will be at the Transportation Depots identified on page 54 of this RFPs Specifications.

Pick-up to delivery shall not exceed ten (10) working days.

All freight, handling, transportation and/or storage charges shall be the responsibility of the awarded vendor.

WARRANTY:

The vendor shall specify warranty/guarantees on virgin casings and retreads.

#21122 - COST PROPOSAL

TIRE SECTION

<u>O.E.M. PART</u>	<u>DESCRIPTION</u>	<u>PRICE PER UNIT</u>		
		<u>2013/2014</u>	<u>2014/2015</u>	<u>2015/2016</u>
10 R 22.5	New – highway tread steering axle application, steel belted tread, and steel belted sidewall radial design. Load range “F”	_____	_____	_____
10 R 22.5R	Mud/snow recapped	_____	_____	_____

CLEVELAND SCHOOLS TO PROVIDE RECAPPABLE CASINGS. VENDOR TO RECORD CASING NUMBER. PICKUP AND DELIVERY PROVIDED BY VENDOR.

NEW TIRE / RECAPPED MOUNTING

<u>10 R 22.5M</u>	Mounting of tires to include removal of old tire, replacement of valve stem if needed, cleaning of rim as needed and inflate to proper pressures.	<u>2013/2014</u>	<u>2014/2015</u>	<u>2015/2016</u>
		_____	_____	_____

TIRE CASINGS

10 R 22.5C	Tire casing, for use to re-cap	_____	_____	_____
	Disposal of discarded casings	_____	_____	_____

REPAIRING OF TIRES

10 R 22.5P	Tubeless tires to have inside patch type repair	_____	_____	_____
------------	---	-------	-------	-------

SAFETY CAGES MUST BE USED, APPROVED TIRE LUBRICANTS FOR MOUNT/DISMOUNT MUST BE USED. NO FLAMMABLE MATERIALS ARE TO BE USED.

VENDOR NAME: _____

ADDRESS: _____

CITY & STATE: _____ **ZIP:** _____

TELEPHONE NO: _____ **FAX NO:** _____

FAX NO: _____ **DATE:** _____

E-MAIL ADDRESS: _____

REPRESENTATIVE: _____

PLEASE PRINT

SIGNATURE: _____

SERVICE SPECIFICATION

MAINTENANCE, REPAIR, COLLISION REPAIR, RUST REPAIRS AND/OR PAINTING OF SCHOOL BUSES ON AN AS NEEDED BASIS

Repair and Maintenance Facility (hereinafter referred to as Service Agency) will be required to pick up, repair or perform maintenance on school buses and return school bus to designated location.

Upon receipt of notice from the District's Transportation Department, Service Agency will tow or drive school bus to its maintenance facility, examine the vehicle to verify the extent of repair and/or maintenance as estimated by the District's Transportation Department, receive telephone approval to proceed (verified by written confirmation) perform such maintenance or repair within the time period agreed upon in the written confirmation (unless the return date is extended by mutual agreement), and return vehicle to the location designated by the Transportation Department.

Service Agency shall invoice the Cleveland Metropolitan School District for its hourly rate, parts and supplies installed pursuant to the price listed on the proposal form, and discount listed thereon from the manufacturer's or supplier's published retail price list. District's terms are net 30 from date of receipt of approved invoice.

Service Agency shall provide warranty services as provided in the proposal form and shall perform needed repairs or replace parts under warranty at no cost to District during warranty period.

SERVICE AGENCY SHALL PROVIDE GARAGEKEEPERS LEGAL LIABILITY INSURANCE IN AN AMOUNT NOT LESS THAN \$ 50,000.00 DURING THE TERM OF THE AGREEMENT AND BE RESPONSIBLE FOR ANY DAMAGE TO THE VEHICLE WHILE IN THE CUSTODY OF THE SERVICE AGENCY.

#21122 - COST PROPOSAL

COLLISION REPAIR, RUST REPAIRS AND/OR PAINTING OF SCHOOL BUSES ON AN AS NEEDED BASIS

	<u>2013/2014</u>	<u>2014/2015</u>	<u>2015/2016</u>
1. <u>LABOR</u>			
A. shop rate /per hour	_____	_____	_____
B. percent of discount from shop rate (number of hours must be based on motors flat-rate manual)	_____ %	_____ %	_____ %
2. <u>PARTS</u>			
percent of discount from manufacturer list price (quality – original equipment manufacturer or equivalent)	_____ %	_____ %	_____ %
3. <u>WARRANTY</u>			
LABOR - NUMBER OF MONTHS/MILEAGE	_____	_____	_____
PARTS - NUMBER OF MONTHS/MILEAGE	_____	_____	_____
4. <u>PICKUP COSTS</u>			
A OPERABLE	_____	_____	_____
B NON-OPERABLE (TOWING)	_____	_____	_____
5. <u>DELIVERY COST</u>	_____	_____	_____

VENDOR NAME: _____

ADDRESS: _____

CITY & STATE: _____ ZIP: _____

TELEPHONE NO: _____ FAX NO: _____

FAX NO: _____ DATE: _____

E-MAIL ADDRESS: _____

REPRESENTATIVE: _____

PLEASE PRINT

SIGNATURE: _____

#21122 - SPECIFICATIONS

SERVICE OF COMMUNICATIONS EQUIPMENT

I. GENERAL

Radio equipment maintenance is an integral function of any communications system. Therefore, maintenance specifications are herein provided to assist in the selection of an organization capable of providing adequate service and repair of the Cleveland Metropolitan School District (CMSD) communications equipment.

II. REQUIREMENTS

The requirements listed below are considered to be the minimum acceptance standards for any proposal to be awarded a maintenance or service contract.

2.00 Qualifications:

Proposals will be considered only from a communications entity that has had at least five (5) years experience in the maintenance and installation of industrial grade communications systems. The vendor shall provide a list of not less than three (3) comparable system installations, which have been in satisfactory operation for a period of not less than one (1) year. These installations shall be representative of the vendor's capabilities in maintenance of the type required by this specification.

2.01 Service Facilities

Vendor shall show availability of test equipment recommended by the manufacturer of the radio equipment, including model and serial numbers. Vendor shall also make their service facilities available for inspection by CMSD. Vendor shall maintain a service facility within fifteen (15) miles of the transmitter site for compliance to service response and restoration requirements.

2.02 On Site Service

The service organization shall maintain, in addition to its local facilities, adequate mobile service equipped with appropriate test equipment and necessary replacement parts required for the normal repair and maintenance at the CMSD location of fixed equipment.

2.03 Required Parts

Replacement parts must be original equipment manufacturer or equivalent. The vendor shall have in stock the necessary parts at all times to prevent unnecessary delays in the repair of equipment. An approximate dollar value of the repair parts on hand at the time of the proposal must be submitted as part of the proposal.

2.04 Site Inspection

The vendor will visit the premises and examine the sites of work to familiarize himself with the conditions under which he will conduct his work. No claims for extras will be allowed due to his failure to examine the site before submitting the proposal.

2.05 Quality Repair Service

All repairs made by the successful vendor shall be in a manner to enhance the life and restore the equipment to original manufacturer's specifications.

2.06 Hours of Service

Normal hours of service on fixed and mobile equipment shall be considered to be 8:30 am to 5:00 pm, Monday through Friday, excluding National Holidays. However, the vendor shall provide 24-hour/7-day response availability for all fixed equipment through-out the term of the service agreement.

2.07 Records

The successful vendor shall maintain a set of records indicating the location of all equipment. These records shall include, but not be limited to, the following:

- A. Site I.D.
- B. Date and time of service rendered
- C. Nature of service
 - 1. preventive maintenance
 - 2. corrective maintenance
- D. Description of work performed
- E. Materials used
- F. Duration of time between reported outage and restoration.
- G. Model and serial number of units

2.08 Back-up Service Program

A back-up service program shall be provided in the submission so that failure of the local service facility will result in either an alternative sub-contractor being assigned, or a factory trained service representative, is sent to take care of the condition.

2.09 Availability of Test Equipment

Vendor shall show availability of test equipment and test fixtures recommended by the manufacturer of the equipment to be maintained.

2.10 Maintenance Standards

The equipment shall be maintained by the contractor in accordance with, but not limited to, the following standards:

- A. Only manufacturer's parts or parts of equal quality will be used.
- B. Oil, water, dust, and foreign substances will be removed from equipment.
- C. The equipment will be maintained to factory specifications.
- D. Routing maintenance procedures prescribed by the manufacturer for its equipment.

2.11 Preventive Maintenance

The successful vendor shall provide a full check of all fixed equipment under this agreement with proper documentation reported to the user, once a year, as scheduled by the CMSD.

2.12 System Inventory

The successful vendor shall be prepared to handle additions or deletions to the system inventory as required. The user shall submit to the successful vendor a list of all modifications. The successful vendor shall bill only for the number of units in service.

2.13 Limitation of Liability

The vendor shall maintain the equipment hereunder, so that its performance will equal or exceed the performance specifications for such equipment, if any. Vendor assumes no responsibility hereunder with respect to:

- A. The installation, removal, and or maintenance of control lines, batteries, or other devices required or used for control of, or furnishing power to, equipment being serviced hereunder: or
- B. The effect of such devices of transmission or reception of equipment being maintained hereunder.
 - 1. This specification does not include the repair or replacement of batteries, ferret devices, transmission lines, antennas, towers, tower lighting or recording equipment.
 - 2. Maintenance does not normally include the repair or replacement of equipment which has otherwise become defective, including, but not limited to, damage caused by floods, epidemics, quarantine, restrictions, strikes, embargos, unusually severe weather conditions and acts of God. In any case, damage may be billed at the prevailing demand service rate.
 - 3. Installation and removal of equipment shall be considered beyond the scope of the agreement. In such cases, the user will require a quotation and will provide the supplier with an open market purchase order for the identified tasks involved.

2.14 Invoices and Payments

The successful vendor will normally receive payments for services rendered within thirty (30) days of a properly submitted invoice.

2.15 Liability for Property

When equipment is required to be removed by the vendor to the vendor's facility for repair, the vendor shall be responsible for the loss or damage from the time it leaves the site until it is returned to the site in good operating condition.

2.16 Cancellation

The successful vendor and the CMSD may have the option to terminate the agreement, in whole or in part, with sixty (60) days written notice by certified mail, during the term of this contract due to non-performance to the contract commitments.

III. SCOPE OF AGREEMENT

3.0 Fixed Equipment

All fixed equipment will be serviced at the location(s) where they are installed. All fixed transmitting equipment will have a response to a reported outage with twenty-four (24) hours nominally. A list of the fixed equipment and the location(s) are included with these specifications.

3.1 Non-Fixed Equipment

All non-fixed equipment will be maintained as specified above. In cases where the equipment must be removed and returned to the vendor's facility, paragraph 2.15 applies. The equipment will be returned to the CMSD within five (5) working days and nominally from receipt of equipment. A listing of all communications equipment including spares is included with these specifications.

3.2 The successful vendor will take full responsibility to maintain the CMSD system with all parts and labor required doing so, with the exception of batteries, antennas, and physically damaged units, included in the monthly rate quoted. Twenty-four (24) hour service must be available for the fixed equipment.

IV. DISTRICT EQUIPMENT TO BE SERVICED

- (2) Mike core repeaters, #c64rcb3106at
Motorola manufacturer, located in Terminal Tower
- (2) Central-com series ii #81629a, 4 channel counsel units
Motorola manufacturer, located at 3832 Ridge Road
- (3) Base STATOPM #134cb3194dm, 4 channel
Motorola manufacturer, located at 970 East 79th Street;
4177 East 49th Street; and 3832 Ridge Road
- (2) SCC model t308 display module located at 3832 Ridge Road
- (600) Max R model d24tra3300bk, mobile units located in various vehicles
- (50) Max Track model d34mja73a5ck, mobile units located in various vehicles
- (100) Kenwood TK-880 series 25 watt radios and related accessories
- (5) Kenwood TK 380 hand held two-way radio
- (10) Motorola HT 440 & HT 600 hand held two-way radio

#21122 - COST PROPOSAL
SERVICE OF COMMUNICATIONS EQUIPMENT

The undersigned proposes to provide Communication Equipment Services for the Cleveland Metropolitan School District's Transportation Department in accordance with the Specifications and to the entire satisfaction and acceptance of the Cleveland Metropolitan School District, for the period **October 1, 2013 through September 30, 2014** with two (2) one-year renewal options (October 1, 2014 through September 30, 2015 and October 1, 2015 through September 30, 2016), pending certification of funds, and under the same terms and conditions as the current contract, for the following price(s).

	<u>2013/2014</u>	<u>2014/2015</u>	<u>2015/2016</u>
LABOR/ Hourly Rate:	\$_____	\$_____	\$_____

PARTS: percent of discount from manufacturer list price
Quality – original equipment manufacturer or equivalent) _____% _____% _____%

WARRANTY: Labor: _____/months
Parts: _____/months

VENDOR NAME: _____

ADDRESS: _____

CITY & STATE: _____ **ZIP:** _____

REPRESENTATIVE: _____

PLEASE PRINT

SIGNATURE:_____

TELEPHONE NO: _____

E-MAIL ADDRESS:_____

FAX NO: _____ **DATE:** _____