



# **CUYAHOGA COMMUNITY COLLEGE**

Capital & Construction  
700 Carnegie Ave.  
Cleveland, OH 44115

## **Request for Proposal**

---

**ISSUED: Friday, December 2, 2022**

**Athletics Maintenance Projects  
Metro Campus  
#20237083**

**General Construction**

**BID DUE DATE: Tuesday, December 20, 2022, 12:00 PM**

**Pre-Bid Date: Wednesday, December 14, 2022, 12:00 PM  
Metro Recreation Center, 2465 East 30<sup>th</sup> Street, Cleveland  
(parking lot accessed from Community College Avenue)**

## Table of Contents

<b>1</b>	<b>Introduction</b>
1.1	Project Overview
<b>2</b>	<b>Submitting Your Proposal</b>
2.1	Contacts
2.2	Preparation of Proposal
2.3	Supplier Diversity
<b>3</b>	<b>Administrative and Contractual Information</b>
3.1	Award of Contract
3.2	Pricing
3.3	Delivery of Products and Services
3.4	Billing
3.5	Contract and License Agreements
3.6	COVID Guidance
<b>4</b>	<b>Terms and Conditions</b>
4.1	Entire Agreement
4.2	Time of Performance
4.3	Contract Amendments
4.4	Insurance
4.5	Indemnification
4.6	Other Benefits
4.7	Non-Disclosure
4.8	Publicity
4.9	Severability
4.10	Assignment
4.11	Observance of College Rules and Regulations
<b>5</b>	<b>Additional Information &amp; Requirements</b>
	Appendix A: Bid Form
	Appendix B: Scope of Work
	Appendix C: Room plan for reference

## **1.0 INTRODUCTION**

Cuyahoga Community College District (Tri-C) is issuing this Request for Proposal (RFP) and inviting responses for the goods and/or services described in the accompanying specifications according to the terms, conditions, and requirements herein. Vendors responding to this RFP shall be herein called the “Bidder.”

### **1.1 Project Overview**

Tri-C is renovating and updating the women’s and men’s locker rooms located on the ground floor of Metropolitan Campus Recreation Center. A small existing men’s locker room will be converted to a storage room and lockers need refreshed in a second men’s locker room. The women’s locker room will be completely renovated including the installation of new lockers and benches.

## **COLLEGE: MISSION, VISION, VALUES, AND HISTORY**

### **Mission**

To provide high quality, accessible and affordable educational opportunities and services—including university transfer, technical and lifelong learning programs—that promote individual development and improve the overall quality of life in a multicultural community.

### **Vision**

Cuyahoga Community College will be recognized as an exemplary teaching and learning community that fosters service and student success. The College will be a valued resource and leader in academic quality, cultural enrichment, and economic development characterized by continuous improvement, innovation, and community responsiveness.

### **Values**

To successfully fulfill the mission and vision, Cuyahoga Community College is consciously committed to diversity, integrity, academic excellence, and achievement of individual and institutional goals. We are dedicated to building trust, respect, and confidence among our colleagues, students, and the community.

### **History**

Cuyahoga Community College was established in 1963, as Ohio’s first community college. It now serves more than 55,000 credit and non-credit students each year. The College has four (4) traditional campuses. The Metropolitan Campus is located near downtown Cleveland, the Western Campus is located in Parma, the Eastern Campus is located in Highland Hills Village, and the Westshore Campus is located in Westlake. Two (2) Corporate Colleges are located in Westlake and Warrensville Heights; a Workforce Community, and Economic Development Division (WCED) is located at the Manufacturing Technology Center adjacent to the Metro Campus, in addition to a few other training centers; and the Administration Offices are located downtown.

Cuyahoga Community College, Ohio's largest community college, offers associate degrees, certificate programs and the first two years of a baccalaureate degree. Students can choose from nearly 1,000 credit courses in more than 70 career, certificate and university transfer programs. Approximately 80 off-campus credit courses are available at various locations near homes, work sites, and via the internet; and non-credit workforce and professional development courses are also offered.

Cuyahoga Community College offers a quality education and flexible learning options at the lowest tuition in Northeast Ohio. The College also generates spending of about \$1.7 billion annually in Northeast Ohio and sustains more than 21,500 jobs. In addition, more than 500,000 Northeast Ohio residents attend college-sponsored cultural, community and sports programs each year. The College is home to the Cuyahoga

Community College JazzFest in Cleveland, the nation's premier educational jazz festival, and hosts popular cultural arts programs at Playhouse Square and at campus theatres. More than 1,000,000 county residents have passed through Cuyahoga Community College's doors, representing one in five county residents.

**Specific information about Cuyahoga Community College can be obtained at [www.tri-c.edu](http://www.tri-c.edu).**

## **2. SUBMITTING YOUR PROPOSAL**

Bidders are cautioned to read the information contained in this RFP carefully. Bidders must submit complete responses to all requirements and questions, in the order listed, and in accordance with the instructions specified in this RFP.

The bid due date is Tuesday, December 20, 2022, by 12:00 PM. One hard copy and one electronic copy in pdf format will be received at the location below. Late proposals will not be accepted. No public bid opening will be held. Bidders are strongly encouraged to attend the pre-bid meeting on Wednesday, December 14, 12:00 PM; Metro Recreation Center, 2465 East 30<sup>th</sup> Street, Cleveland, (parking lot accessed from Community College Avenue).

**Judi.cooper@tri-c.edu**

**Cuyahoga Community College  
District Administrative Building  
700 Carnegie Avenue  
Cleveland, OH 44115  
Attn: Judi Cooper**

### **2.1 Contacts**

Bidders must direct all questions regarding this RFP to Judi Cooper, Project Manager, at [judi.cooper@tri-c.edu](mailto:judi.cooper@tri-c.edu). The last day for questions is Friday, December 16, 2022 at noon.

### **2.2 Preparation of Proposal**

In submitting a proposal or in its performance under an award by Tri-C, the successful Bidder warrants and represents that it is not suspended or debarred by the Federal Government or the State of Ohio.

- Bidders must notify Tri-C promptly of any ambiguity, inconsistency, or errors.
- Tri-C will not provide compensation for any expenses incurred by the Bidder for preparation of the proposal or for product or service demonstrations.
- Alterations, deviations, or modifications must be noted in the submittal package.
- Tri-C will not assume responsibility for errors or misinterpretations resulting from the use of incomplete documents.
- Tri-C may not consider proposals that require or request changes to the terms of this RFP.

- Proposals and any other information submitted in response to this proposal are the property of the Tri-C, and will not be returned.

### **2.3 Supplier Diversity**

Tri-C is committed to diversity and to supporting Greater Cleveland's economy. All suppliers are encouraged to do business with Tri-C. Tri-C encourages all Bidders to exceed the following goals:

- a. Supplier Participation: 15% minority, 5% female, 2% veteran, and 6% CSB/SBE/SDBE.
- b. Workforce Diversity: 45% local, 15% minority, 7% female, and 2% veteran

## **3 ADMINISTRATIVE AND CONTRACTUAL INFORMATION**

- Tri-C reserves the right to reject any or all proposals received as a result of this RFP, modify specifications proposed, waive any formalities or technicalities, or negotiate separately with any source and in any manner whatsoever.
- Tri-C does not discriminate in admission, access, or treatment in programs and activities, employment policies or practices based on race, creed, sex, color, national or ethnic origin, religion, marital status, age, sexual orientation, Vietnam-era or qualified disabled veteran status, or qualified disability.

### **3.1 Award of Contract**

Tri-C, at its sole discretion, shall decide if an award will result from this RFP. Proposals must be fully responsive to all requirements stated in the RFP to obtain consideration. Tri-C may not consider any proposal not prepared and submitted in accordance with the provisions outlined herein.

In the event a contract is awarded, this RFP and the proposal of the successful Bidder will be included as an addendum to the contractual obligations. Therefore, no information should be submitted which cannot be incorporated into that agreement.

Price alone will not be the sole determining factor in the selection process.

- Tri-C reserves the right to award based on various selection criteria.
- Tri-C is not bound to accept the lowest cost proposal, if in its judgment the lowest cost proposal does not provide the best overall value.
- Portions of the RFP may be awarded separately.
- Tri-C reserves the right to negotiate the final details of the Contract with the successful Bidder.

### **3.2 Pricing**

- The Bidder must honor original pricing on all purchase orders up to the effective date of the approval.
- Price changes will be considered only after the initial term. Requests for price increases, prior to this period, may result in cancellation of the contract or specific items in the contract.
- Any price increase granted by Tri-C will be in the form of a written addendum to the original purchase order.
- All Bidders are required to hold discounted pricing for a period of six (6) months from time of submitted bid.

### **3.3 Delivery of Products and Services**

Delivery requirements including inside delivery, and or installation for products and services are to be in coordination with Cuyahoga Community College or its designee. Late deliveries may be assessed a late fee.

- Deliveries of products & services must also be coordinated and scheduled with Tri-C. Reference attached Schedule, Appendix D.

### **3.4 Billing**

Invoices must reflect the purchase order number and be submitted to Accounts Payable at:

Cuyahoga Community College  
Accounts Payable  
P O Box 5229  
Cleveland, OH 44101-0229  
Or emailed to [Tri-C@edmamericas.com](mailto:Tri-C@edmamericas.com)

### **3.5 Contract and License Agreements**

Respondents must comply with all State of Ohio and Federal regulations concerning wages, liability insurance, worker's compensation, discrimination, intimidation, and any other applicable regulations.

### **3.6 COVID On-Ground Guidance**

Tri-C on-ground guidance follows guidelines and recommendations issued by the U.S. Centers for Disease Control and Prevention (CDC) and the State of Ohio Department of Health. These guidelines are fluid and remain subject to change, based on College policies, recommendations from the governor and/or CDC guidelines and updates. The College follows the Cuyahoga County alert system. When the county is in the red, masking is required at the College. When the County is yellow or green, masking is optional. Covid policies are subject to change by the College.

## **4 TERMS AND CONDITIONS**

Tri-C's Terms and Conditions are accessible on our web site at:

<http://www.tri-c.edu/administrative-departments/supplier-managed-services/documents/terms.pdf>

### **4.1 Entire Agreement**

The RFP and any resulting Contract shall be the complete and exclusive statement of the agreement between Tri-C and the Bidder and supersedes all prior oral or written agreements.

The terms and conditions of any purchase order, agreements, amendments, modifications, or other documents submitted by either party which conflict with or in any way purport to amend or add to any of the terms and conditions of the Contract are specifically objected to by the other party and shall be of no force or effect; nor shall govern in any way the subject matter hereof, unless set forth in writing and signed by both parties.

### **4.2 Time of Performance**

Bidder agrees to perform all obligations and render services set forth in the Contract, in accordance with the schedules herein and as mutually agreed upon between Tri-C and the Bidder during the term of the Contract.

**4.3 Contracts Amendments**

The Contract may be amended within the Contract period by mutual consent of both parties. No modification or amendment to the Contract shall become valid unless in writing and signed by both parties. All correspondence regarding modifications or amendments to the Contract must be forwarded to Tri-C’s Vice President of Financial Services for prior review and approval.

**4.4 Insurance**

- A. For any Contract which requires the Bidder to provide on-site services, prior to commencement of work, Bidder shall provide Tri-C with Certificates of Insurance in the amounts shown below as a minimum requirement and shall maintain such coverage in effect for the duration of the contract.  
The insurer must be rated at least an ‘A’ by A. M. Best and Company.

Worker’s Compensation	Statutory
Employer’s Liability	\$1,000,000
Comprehensive General Liability	\$1,000,000 each occurrence \$3,000,000 in the aggregate
Comprehensive Automobile Liability (Any auto, hired auto, non-owned auto)	
a) Bodily Injury	\$ 500,000 each occurrence
b) Property Damage	\$ 500,000 each occurrence

If any part of the Contract is sublet, similar insurance shall be provided by or on behalf of the subcontractor to cover the subcontractor’s operations. The Bidder shall provide evidence of such insurance. In the event a subcontractor is unable to furnish insurance in the limits required under the Contract, the Bidder shall endorse the subcontractor as an additional insured on the Bidder’s policies.

The Bidder and Tri-C will include reciprocal “hold harmless” language in the contractual agreement.

- B. Bidder shall deliver to Tri-C:
  - 1. Certificates evidencing the existence of all such insurance promptly after the execution and delivery of contract and prior to the continued or additional performance of any services to be performed by the Bidder from or after the date of any agreement or purchase order; and
  - 2. Such Certificates shall name Tri-C and its Board of Trustees as additional insured, with the exception of Workers Compensation and Employers Liability, and shall provide that the policies will not be cancelled until after 30 days unconditional written notice to Tri-C, giving Tri-C the right to pay the premium to maintain coverage.
- C. The insurance policies required in this RFP shall be kept in force for the periods specified below:
  - 1. The Bidder shall keep Commercial General Liability Insurance in force until receipt of final payment.
  - 2. Workers’ Compensation Insurance shall be kept in force until the Bidder’s obligations have been fully performed and accepted by Tri-C in writing.
- D. The Bidder shall provide Tri-C a full and complete copy of any insurance policy promptly upon request by Tri-C, and without charge.

#### **4.5 Indemnification**

The Bidder agrees to indemnify Tri-C, its officers, agents, employees, and/or subcontractors and hold them harmless from any and all liability (statutory or otherwise), claim, suit, demand, damage, judgment, cost, interest, and expense including but not limited to reasonable attorneys' fees and charges, which the Bidder may incur or pay out, by reason of or resulting from the performance of Bidder; or by any negligent act or omission by Bidder, its officers, agents, employees, and/or subcontractors in connection with any resulting Agreement, other than as may result from the gross negligence or willful misconduct of Tri-C. Furthermore, the indemnification contained herein may not be assigned or subrogated to any third party, whether by operation of law or otherwise.

The indemnities herein shall survive the termination of any agreement or purchase order for any reason whatsoever.

#### **4.6 Other Benefits**

It is understood and agreed that no benefits, payments or considerations received by Bidder for the performance of services associated with and pertinent to a resulting Contract shall accrue directly or indirectly to any employees, elected or appointed officers or representatives, persons identified as agents of, or who are by definition an employee of Tri-C.

#### **4.7 Non-Disclosure**

The Bidder and Tri-C acknowledge that in the performance of a resultant Contract employees of either parties may come into the possession of proprietary or confidential information owned by or in the possession of the other. Neither party shall use any such information for its own benefit or make such information available to any person, firm, corporation, or other organization regardless of whether directly or indirectly affiliated with the Bidder or Tri-C, unless: (1) required by law; (2) by order of any court or tribunal; (3) such disclosure is necessary for the assertion of a right or defense of an assertion of a right; by one party against the other party hereto; or (4) such information has been acquired from other sources.

#### **4.8 Publicity**

The Bidder agrees that it shall not publicize the Contract or disclose, confirm, or deny any details thereof to third parties; use any photographs or video recordings of Tri-C employees; or use Tri-C's name in connection with any sales promotion or publicity event without the prior express written approval of Tri-C.

#### **4.9 Severability**

In case any provision hereof, or of any resulting agreement or purchase order, shall, for any reason be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid or unenforceable provision had not been included herein.

#### **4.10 Assignment**

This agreement is with the Bidder, and Bidder's interest in such agreement, duties hereunder, and/or fees due hereunder may not be assigned or delegated to a third party.

#### **4.11 Observance of College Rules and Regulations**

The Bidder agrees that at all times its employees will observe and comply with all regulations of Tri-C, including but not limited to smoking, parking, and security regulations.

### **5 ADDITIONAL INFORMATION**

#### **A. PRICING OF PROPOSAL**

Each proposal is to be submitted on the attached Bid Form. Complete all of the relevant blank spaces and requested information. These forms must be properly signed, before scanning and sending to [judi.cooper@tri-c.edu](mailto:judi.cooper@tri-c.edu) as a pdf.



Installation will be performed under direct coordination of the selected Bidder and Cuyahoga Community College.

If you are not able to provide the specified product, please indicate “N/A” (for not applicable). Refer to Paragraph 5.D for Substitutions.

It is requested that Bidders who may have any questions pertaining to these documents, or any concerns that may be in doubt as to the true meaning of any part of the Specification or their proposed contract documents, should submit to Judi Cooper an email request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made by Addendum duly issued and a copy of such Addendum will be e-mailed to each person receiving a set of pricing documents.

Pricing for the above described work must be submitted on this RFP furnished with the pricing documents.

#### **B. WITHDRAWAL OF PROPOSAL**

No bidder may withdraw their proposal for a period of (90) days after the date of opening.

#### **C. REJECTION OR ACCEPTANCE OF PRICING PROPOSAL**

Cuyahoga Community College reserves the right to reject any or all proposal and any part or parts of any proposal and the right to waive any informalities of any kind.

#### **D. SUBSTITUTIONS**

Acceptable substitutions are to be e-mailed to Judi Cooper’s attention for review, judi.cooper@tri-c.edu. The alternate shall be included if and only if written approval is received via Tri-C’s addendum.

- Proof of equality & a comparison to basis of specification shall be included with each proposed substitution.
- Substitutions are to be delivered to Judi Cooper, no later than Friday, December 16, 2022, 12:00 PM.

#### **E. PRODUCT**

Workmanship and materials will be warranted for a period of not less than one year from the date of final acceptance by Tri-C. Should defects develop within warranty period, the manufacturer, through the Bidder, shall remedy the defects and reimburse Tri-C for all damage to other work, whether caused by the defects or the work of correcting the same. Warranties extending beyond the one-year period shall be specifically provided in the Contract and may be fulfilled by the written warranty of the manufacturer.

#### **F. DELIVERY, STORAGE, & HANDLING**

The Bidder shall be responsible for the receipt of product and supplies necessary to provide a complete installation. All deliveries shall be scheduled and coordinated with the College. Equipment must be promptly installed after delivery. Exact date is yet to be determined; refer to Section 3.3 for range of

dates. All products shall be delivered in good condition and in its original and unopened crating and covering.

## **G. DESIGN SERVICES**

N/A

## **H. SUBMITTALS**

The following items shall be submitted at Bid Time:

1. Completed Bid Form.
2. Certificate of Insurance (Acord Form is acceptable)
3. Updated W-9 Form.
4. Registered, Legal Name of Vendor.

The following items shall be submitted within 10 days of Contract or Notice of Intent to Award:

5. Cut sheets of all products included in Bidder's bid package.
6. List of sub-contractors you will use on this project.
7. Sustainability:
  - a. The Bidder is asked to make all reasonable efforts to reduce packaging. Include a brief description of a waste reduction strategy with your proposal, indicating strategies to be employed. If dumpsters will be used, waste shall be diverted from landfills wherever possible: include LEED-compliant reporting of dumpsters monthly, and a summary with your closeout submittals.
  - b. Provide low-VOC paints, adhesives, sealants, etc.. If this is not possible, demonstrate that this is not allowed by the manufacturer or it does not meet project intent.

## **I. INSTALLATION**

The Bidder will have a full-time installation crew capable of completing the job requirements. Installation will be in accordance with the manufacturer's installation procedures. All systems and components will be installed level, plumb square, and with proper alignment with adjoining walls, furniture or equipment. The equipment will be securely attached to the building when required. The Bidder will be responsible for the removal of all trash and debris associated with the installation of all equipment in this package.

Installation Services: The Bidder (Contractor) shall:

1. Notify the College two (2) weeks prior to installation. Timing of installation shall be coordinated with the College.

2. Conduct an inspection of the building to identify phasing and staging or any restrictions, which might impact installation.
3. Identify appropriate delivery area with Tri-C; use of passenger elevator is predicated on approval of the College. Elevator may not be available for use.
4. Provide all necessary equipment required to transport.
5. Packing materials will be removed from the work area at the end of each day. The site will be left “broom-cleaned” daily.
6. Coordinate with general contractor, building electrician, or subcontractor, i.e., telephone, electrical, etc., to schedule timing of each.
7. Protect all doors, door jambs, walls, and floor finishes from move-in activities.
8. Repair all scratches, tears, and dents that were a result of delivery, handling and installation.
9. All equipment will be final-cleaned after adjustment, leveling, and inspection for damage; notify the College when the area is ready for “punch listing.”
10. Contractor to provide on-site field supervisor during full-term of installation. Cost of this person shall be included in the Bidder’s bid.
11. Safety
  - a. Bidders are to comply with all pertinent sections of CFR 1926 (OSHA) and related codes. Provide required signage, temporary protection, and barricades necessary for the protection of the public. Hard hats, safety glasses, and appropriate work gloves are required to be worn by contractors’ labor force at all times.
12. Installation
  - a. Labor Requirements
    - 1) The Bidder shall base its bid upon the prevailing rates of wages as ascertained by the Ohio Department of Commerce, Wage and Hour Bureau. Comply with ORC Section 4115.03 through 4115.04.
    - 2) Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work in this section.
    - 3) The Owner reserves the right to reject any workmen, supervisor, or staff of the Contractor.
  - b. Examination
    - 1) Examine Project site 24 hours before first delivery, including loading dock area, elevators, and staging area, to ensure conditions are satisfactory for proper performance of work. Existing damage to building or debris that hinders performance shall immediately be called to the attention of the College’s Representative.
      - a. Examine substrate and conditions under which work is to be performed.

- 2) Examine materials or equipment immediately upon delivery and again prior to installation. Reject damaged or defective items.
- 3) Do not proceed until unsatisfactory conditions have been corrected.

c. Installation of Equipment

- 1) Provide and install the equipment as shown on the drawings and as specified herein.
- 2) Comply with manufacturer's installation instructions and recommendations.
- 3) Provide connection devices, hardware and accessories required for complete installation.
- 4) Install components. Lock securely into place at heights and dimensions Indicated.

d. Cleaning

- 1) Remove packing material and debris from Project site and off site at the end of each working day. The job site is to be maintained in a clean, orderly condition and kept free from the accumulation of waste materials and rubbish.
- 2) Clean equipment of soils marks, dust and fingerprints.

e. Finishes

- 1) Factory or site finish, color, sheen, and texture shall be uniform.

f. Protection

- 1) Cover, ventilate, and protect installed goods to protect from damage caused by weather, moisture, heat, staining, dirt, abrasions, or other conditions that may adversely affect appearance or use.
- 2) Protect against deterioration of finish, warpage, distortion, twisting, opening of joints and seams, delamination, or other injury.
- 3) Limit exposure to the following:
  - a. Excessively high or low temperatures
  - b. Excessively high or low humidity
  - c. Water
  - d. Solvents
  - e. Puncture
  - f. Abrasion
  - g. Spoiling, staining, and corrosion
  - h. Rodent and insect infestation
  - i. Combustion

13. Project Closeout:

- a. Refer to project close-out requirements in the project manual, (available for reference at Capital and Construction, 700 Carnegie Ave., Cleveland, OH 44115).

b. Final Cleaning

- 1) Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean surfaces or units to the condition expected in building cleaning and maintenance program. Comply with manufacturer's instructions.
  - a) Complete the following cleaning operations before requesting inspection for Certification of Contract Completion:
    - i. Remove labels that are not permanent
    - ii. Clean exposed hard-surfaced finishes to a dust-free condition, free of stains, films, and similar foreign substances.
    - iii. Remove temporary protection
    - iv. Repair wall surfaces damaged during installation to like new

condition.

- **These notes shall take precedence over drawings and sketches.**

## Appendix A – BID FORM

### **Bidder's Certification and Authorization to Execute**

The Bidder hereby acknowledges that the following representations in this bid are material and not mere recitals:

1. Bidder has read and understands the Contract Documents and agrees to comply with all requirements of the Contract Documents, regardless of whether the Bidder has actual knowledge of the requirements and regardless of any statement or omission made by the Bidder, which might indicate a contrary intention.
2. The Bidder represents that the bid is based upon the Standards specified by the Contract Documents.
3. Bidder has become familiar with local conditions and has correlated personal observations about the requirements of the Contract Documents. The Bidder has no outstanding questions regarding the interpretation or clarification of the Contract Documents.
4. Bidder understands that the award of separate Contracts for the Project will require sequential, coordinated and interrelated operations, which may involve interference, disruption, hindrance or delays in the progress of the Bidder's Work. The Bidder agrees that the Contract price, as amended from time to time, shall cover all amounts due from Tri-C resulting from interference, disruption, hindrance or delay caused by or between Bidders or his agents and employees. The Bidder agrees that any such interference, disruption, hindrance or delay is within the contemplation of the Bidder and Tri-C and that the Bidder's sole remedy for any such interference, disruption, hindrance or delay shall be an extension of time in accordance with the Contract Documents. This provision is intended to be, and shall be construed as, consistent with, and not in conflict with, Section 4113.62, ORC.
5. During the performance of the Contract, the Bidder agrees to comply with OAC Chapters 123:2-3 through 123:2-9 and agrees to incorporate the provisions contained in the Ohio Administration Code Section 123:2-9-01 into all subcontracts on the Project, regardless of tier. The Bidder understands that the Ohio Equal Opportunity Center may conduct pre-award and post-award compliance reviews to determine if the Bidder maintains nondiscriminatory employment practices, maintains an affirmative action program and is exerting good faith efforts to accomplish the goals of the affirmative action program. For a full statement of the rules regarding Equal Employment Opportunity in the Construction Industry, see OAC Chapters 123:2-1 through 123:2-9.
6. The Bidder and each person signing on behalf of the Bidder certifies, and in the case of a joint or combined bid, each party thereto certifies as to such party's organization, under penalty of perjury, that to the best of the undersigned's knowledge and belief: (a) the Base Bid, any Unit Prices and any Alternate Bid in the bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition as to any matter relating to such Base Bid, Unit Prices or Alternate bid with any other Bidder; (b) unless otherwise required by law, the Base Bid, any Unit Prices and any Alternate bid in the bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the bid opening, directly or indirectly, to any other Bidder who would have any interest in the Base Bid, Unit Prices or Alternate bid; (c) no attempt has been made or will be made by the Bidder to induce any other individual, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

7. Bidder understands that the Contract is subject to all the provisions, duties, obligations, remedies and penalties of Chapter 4115, ORC, "Wages and Hours on Public Works," and that the Bidder shall pay any wage increase in the locality during the term of the Contract.
8. The Bidder shall pay the prevailing wage rates of the Project locality, as issued by the Ohio Department of Commerce. Wage and Hour Bureau to laborers and mechanics performing Work on the Project.
9. If the bidder or its Subcontractors fail to comply with O.R.C Chapter 4115, Tri-C may withhold payment. The Bidder is liable for violations committed by the Bidder or its Subcontractors.
10. Bidder certifies that upon the award of a Contract, the Bidder will make a good faith effort to ensure that all of the Bidder's employees, while working on Tri-C property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way and will ensure that its employees will not carry any firearm onto Tri-C premises or job site.
11. Bidder agrees to furnish any information requested by Tri-C to evaluate the responsibility of the Bidder.
12. Bidder certifies that it is enrolled and in good standing in an Ohio Bureau of Workers' Compensation (BWC) Drug Free Workplace Program (DFWP) or an equivalent BWC approved DFWP. Bidder certifies that it will require each of its Subcontractors on the Project to also be enrolled in a BWC approved DFWP and will submit confirmation of enrollment of its Subcontractors to Tri-C with this Bidder's Certification.
13. Bidder certifies that the Personal Property Tax Certificate attached hereto is true and accurate in all respects.
14. All signatures must be original.
15. By signature hereto, Bidder offers and agrees to furnish products and / or services as proposed and comply with all terms, conditions, and requirements set forth in the RFP documents contained herein.
16. Bidder further certifies that all statements and information prepared and submitted in response to this solicitation are complete and accurate.
17. Bidder certifies that the individual signing this document and documents made part of the RFP is authorized to sign documents on behalf of the said company and to bind the company under any Contract that may result from the submission of a proposal.
18. Bidder certifies compliance with all Federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.

**Proposal Form**  
**Athletics Maintenance Projects**  
**Metro Campus**  
**#20237083**

Having read the Request for Proposal, prepared by the Office of the Capital & Construction, Cuyahoga Community College, District Office, Cleveland, Ohio 44115, and having also received, read and taken into account any addenda and likewise having inspected the sites of, and conditions affecting and governing the construction of the said project, the undersigned hereby proposes to furnish all material and to perform all labor, as specified in this RFP for the said work, for the following sum (please round all numbers to the nearest dollar):

**Time of Completion**

- Overall Estimated Project Completion – May 1, 2023

**Addenda acknowledgement:**

Addendum Number	Date Received
_____	_____
_____	_____

The undersigned bidder proposes to perform all work for the applicable contract in accordance with the proposed contract documents, for the following sum(s):

**Bid Package – GENERAL CONTRACT**

BASE BID, Including allowances and subtotal of Unit Price Extensions above):

ALL LABOR AND MATERIALS, for the sum of \$ \_\_\_\_\_

Sum in words: \_\_\_\_\_

\_\_\_\_\_ and \_\_\_\_\_/100 dollars



**BIDDER'S NAME:** \_\_\_\_\_

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

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

Print Name: \_\_\_\_\_

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

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

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

\_\_\_\_\_

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

Facsimile Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Where Incorporated: \_\_\_\_\_

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

Contact person for Contract processing: \_\_\_\_\_

Date enrolled in an OBWC-approved  
DFWP (month/date/year): \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

President or Primary Officer Name and Title: \_\_\_\_\_

\_\_\_\_\_

Acknowledge Receipt of all Addenda: \_\_\_\_\_

## **Appendix B – SCOPE OF WORK**

### Room MRC-24B - Men's locker room:

- Paint lockers

### Room MRC-24F – Convert men's team room into storage room:

- Remove, dispose lockers
  - Salvage coordination with College Sustainability Manager
- Patch drywall, paint
- Install owner-provided door, lock at HVAC equip
- Remove whiteboard
- Install shelving
  - Gladiator or comparable
  - Three, 72W x 24D x 60H

### MRC-39B - Women's Locker Room:

- Remove, dispose lockers
  - Salvage coordination with College Sustainability Manager
- Demolition of existing locker platform
- Construction new locker platform
- Installation of new lockers (30)
  - Salisbury 15” wide, single-tier metal lockers or comparable
- Patch, paint walls
- Floor repairs, paint, seal
- Installation new benches (8) 48W x 18H x 9.5D
  - Salisbury wooden locker benches or comparable

# Appendix C – ROOM PLAN

24B: Men's BB locker room  
24F: Locker room / storage conversion  
39B: Women's track & field locker room

EATION CENTER

