



February 12, 2020

Dear Prospective Firm:

The City of Cleveland, owner and operator of Cleveland Hopkins International and Burke Lakefront Airports, (collectively "Airports"), through its Director of the Department of Port Control ("Director"), is soliciting proposals from qualified firms ("Firm"), with demonstrated experience in, and thorough knowledge of, waste management and disposal services.

A pre-proposal conference will be held at the Federal Services Building at Cleveland Hopkins International Airport, 5301 West Hanger Road, Cleveland, Ohio 44135, **on Friday, February 21, 2020, at 10:00 a.m. local time.** At that time, interested parties may ask questions pertaining to this Request for Proposal. For reasons of security, those planning to attend the pre-proposal conference must register by 4:00 p.m. local time, **Wednesday, February 19, 2020**, by calling Barb Yohey at (216) 265-2724 or by e-mail to yoheyb@clevelandairport.com. When registering for the conference, it will be necessary to provide the names of all attendees and the firm's name.

If your firm is interested in this Request for Proposal, please submit seven (7) complete Proposals, consisting of one (1) unbound original, five (5) identical bound copies and one (1) digital copy in either CD-ROM, DVD-ROM, USB memory stick or Adobe Acrobat (.pdf) format, to the City no later than **4:00 p.m. local time on Friday, March 13, 2020.** No Proposals shall be accepted after that time unless such date or time is extended pursuant to a written addendum issued by the City. **Fee proposal must be in a separate, sealed envelope.**

Sealed Proposals may be mailed to the address below and must be identified on the outside of the envelope(s) as: **Proposal: Waste Management and Disposal Services.**

Cleveland Airport System
2nd Floor Administrative Offices
P. O. Box 81009
5300 Riverside Drive
Cleveland, Ohio 44181-0009

Attention: Barb Yohey, Procurement Officer

Firms may also elect to submit their Proposals electronically. Please send the electronic Proposal submission to airportprocurement@clevelandairport.com. All electronic submissions must be received no later than **4:00 p.m. local time Friday, March 13, 2020.**

Director reserves the right to reject all Proposals or portions of any or all Proposals, to waive irregularities and technicalities, to re-advertise or to provide the service otherwise in the best interest of the City. The Director may, at his sole discretion, modify or amend any and all of the provisions of this notice or the Request for Proposal.

The Request for Proposal documentation is available on the City Website at:


<http://www.city.cleveland.oh.us/CityofCleveland/Home/Government/CityAgencies/Finance/RFP>

<http://www.clevelandairport.com/about-us/business-cle/bids-rfps>

All future documentation including addenda, response to questions, schedule changes and additional requirements for this Request for Proposal will be posted on the above sites as no additional mailings will be made.

Should you have any questions regarding this solicitation, please contact me.

Sincerely,



Barb Yohey
Procurement Officer
Cleveland Airport System
Department of Port Control



Request for Proposal

Cleveland Hopkins International Airport

WBS No. K820-20
Professional Waste Management
and Disposal Services

Issued: February 12, 2020

Department of Port Control
Cleveland Hopkins International Airport
5300 Riverside Drive
P.O. Box 81009
Cleveland, Ohio 44181-0009
Phone: 216-265-2724
Fax: 216-265-6069

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ATTACHMENTS:

- Northern Ireland Fair Employment Practices Disclosure
- Request for Taxpayer Identification Number Affidavit
- Non-Competitive Bid Contract Statement for Calendar Year 2020
- OEO Notice to Bidders and Schedules 1-4

EXHIBIT:

- Exhibit "A" - Sub-contractor Addition and Substitution Policy
- Exhibit "B" - Local Producer/Local Sustainable Business Ordinance
- Exhibit "C"- Federal Aviation Administration ("FAA") Contract Provisions
- Exhibit "D" - Fee Table

INTRODUCTION

The City of Cleveland ("City"), owner and operator of Cleveland Hopkins International Airport ("CLE") and Burke Lakefront Airport ("BKL") (collectively "Airports"), through its Director of the Department of Port Control ("Director"), invites written Proposals from qualified firms, with demonstrated experience in, and a thorough knowledge of waste management and waste disposal services as described more fully in this Request for Proposal ("RFP"). Qualified firms either singly or in joint venture or other legal arrangements (collectively, the "Firm" or "Consultant") must have the requisite, demonstrated competence and experience in and a thorough knowledge of the services required for the Project.

A pre-proposal meeting will be held at the Federal Service Station Building, Planning and Engineering, 5301 West Hanger Road, Cleveland, Ohio 44135 on **Friday, February 21, 2020, at 10:00 a.m. local time**. At that time, interested parties may ask questions pertaining to this RFP. Consultants are encouraged to attend the conference although attendance is not mandatory.

Each Firm shall submit Seven (7) complete Proposals, consisting of one (1) unbound original, five (5) identical bound copies and one (1) digital copy in CD-ROM, DVD-ROM or USB memory stick containing the proposal and all attachments in Portable Document Format ("PDF") to the City no later than 4:00 p.m. EDT on **Friday, March 13, 2020**. No Proposals shall be accepted after that time unless such date or time is extended pursuant to a written addendum issued by the City. **Fee proposal must be in a separate, sealed envelope.**

Seals Proposals may be mailed to the address below and must be identified on the outside of the envelope(s) as: **Proposal – Professional Waste Management and Disposal Services.**

Cleveland Airport System
Department of Port Control
Administrative Offices
5300 Riverside Drive
P. O. Box 81009
Cleveland, Ohio 44181-0009
Attention: Barbara Yohey

Firms may also elect to submit their Proposals electronically. Please send the electronic Proposal submission to airportprocurement@clevelandairport.com. Electronic submission must be received no later than 4:00 p.m. local time on **Friday, March 13, 2020**.

The Director reserves the right to reject all Proposals or portions of any or all Proposals, to waive irregularities and technicalities, to re-advertise or to proceed to provide the service otherwise in the best interest of the City. The Director may, at his sole discretion, modify or amend any and all of the provisions of this RFP.

The Department of Port Control ("Department") has instituted a program whereby interested parties may receive this RFP through the City of Cleveland's website and the

Department's website along with all applicable documentation and mailing lists. Please refer to the following websites for access to the RFP:

<http://www.city.cleveland.oh.us/CityofCleveland/Home/Government/CityAgencies/Finance/RFQ>

<http://www.clevelandairport.com/about-us/business-cle/bids-rfqs>

NOTE: In an effort to comply with the City of Cleveland's green initiatives, the Department will advertise all future Requests for Proposals and Requests for Qualifications on the websites listed above together with all supporting documentation. A Letter of Invitation will be released as notification of the publication of Request for Proposal or Request for Qualifications for future projects.

All future documentation including addenda, response to questions, schedule changes, additional requirements for the Professional Waste Management and Disposal Services RFP, will be posted on the above sites as no additional paper mailings will be made for this Project. Upon receipt of a Letter of Invitation, it is requested that interested Firms contact Barbara Yohey via e-mail: byohey@clevelandairport.com as confirmation of receipt and interest.

1. BACKGROUND

The City, owner and operator of the Department, is soliciting proposals from qualified Firms, with demonstrated experience and thorough knowledge of hazardous, non-hazardous and universal waste storage regulations and strategies, characterization, management, shipping and disposal; environmental compliance; DOT regulations; and solid waste laws, to submit proposals to support the Department.

The Department continues to serve as the region's premier travel gateway, as well as, an important economic engine and focuses its resources toward going green, by reducing landfill disposal and increasing material recycling. The Department is also seeking Proposals from qualified Firms for sustainable waste management including, but not limited to, scrap steel/specialty metals, pallets/spools, deicers (road salt, sodium formate, sand), compostable materials such as food scraps and yard waste, construction debris and street sweepings.

The scope of the contract shall encompass the defined scope of work. This RFP does not attempt to define all of the contract needs nor detail them. Rather, it is flexible and allows for the credentials of the successful Firm to be demonstrated in the areas of expertise necessary to the contract.

By issuing this RFP, the City makes known its intent to contract and commence this project at the earliest available opportunity. However, the City makes no commitment to proceed with the services based on a specific start date.

2. SCOPE OF SERVICES

2.1 General Scope.

The Department seeks waste management and disposal services for CLE and BKL. The services shall include services for inspection, record keeping (e.g. LDR, sample data, manifests, profiles, etc.), waste characterization, waste profile generation, loading, shipment, proper legal disposal of hazardous, non-hazardous, and universal wastes, and report generation as required by law. Report generation will be compiled, by the Firm, and submitted to the Department, for review and submittal to respective agencies. The successful Firm shall provide the necessary personnel, facilities, transportation, equipment, supplies, materials and technical services to perform all services necessary to support the Department. Specific task assignments are expected to vary depending upon the Department's needs throughout the duration of the contract period. These services include a mix of anticipated and unanticipated tasks. The Department may require Firms to attend monthly update meetings.

Please refer to the sections below for more details regarding the project services and preferred qualifications and experience. The City reserves the right to modify the scope of services at any time before execution of a contract to add, delete, or otherwise amend, any item(s), as it deems necessary, in its sole judgement, and in the best interest of the City.

2.2 Scope of Services.

The Department seeks demonstrated experience in, and a thorough knowledge of waste management and waste disposal services. The Department is also seeking ways to avoid the disposal of materials that can be reused or recycled. The selected Firm would be tasked with conducting a thorough overview of existing waste and recycling programs then identifying opportunities for new programs that would improve the Department's environmental performance and lead to cost savings based on reduced waste service needs.

The successful Firm will be required to provide regulatory reporting services, including consultation and report generation, as required by applicable law and regulatory agency (e.g. USEPA, Ohio EPA, DOT, etc.). The successful Firm shall demonstrate, in its Proposal, its knowledge of reporting requirements and compliance strategies.

The successful Firm shall provide the necessary equipment, facilities, utilities, labor, supervision, management, administration, technical support and consumables, as needed, to facilitate the work without delay of normal airport operations and completion of the work in a timely fashion and shall comply with all necessary reporting timeframes throughout the duration of the contract period. These services include a mix of anticipated and unanticipated tasks.

The scope of the contract shall encompass the defined scope of work. This RFP does not attempt to define all of the contract needs nor detail them. Rather, it is flexible and allows for the credentials of the successful Firm to be demonstrated in the areas of expertise necessary to the contract.

The City has established the following scope of services to be provided by the successful Firm. The City reserves the right to revise the scope of services prior to the execution of a

contract to (i) reflect changes arising out of this qualification process; (ii) incorporate any City requirements adopted after the publication of this RFP; and (iii) incorporate any other changes it deems necessary.

A. Project Description:

The successful Firm shall provide the complete suite of services for waste management and waste disposal at the Department, consisting of CLE and BLK. This project shall provide professional services necessary for waste storage, characterization, management, shipping, and disposal; environmental compliance; refresher trainings (e.g. HAZWOPER, RCRA, DOT) for the Department staff; medical surveillance for the Department staff run through the contract; equipment purchases; storage area improvements; DOT regulations; and solid waste laws to support the Department. All waste management and disposal services shall be in compliance with all applicable federal, state, and local laws. The successful Firm shall obtain all necessary permits to conduct any work required.

Documentation of all efforts performed must be prepared in narrative and graphic forms acceptable to the Department. Detailed and specific descriptions of services to be provided will be developed on a task-order basis when assigned.

B. Anticipated Work Assignments:

The Department envisions this contract as comprehensive waste management that supports its regulatory obligations and sustainability initiatives while being cost effective. Firms should include in their Proposal methods and approaches of collecting, segregating, tracking, optimizing reuse and recycling, and disposing wastes. The Department expects revenue from the sale of recyclables to be deducted from Firm invoices to offset the costs of waste management. Firms should assess recycling and disposal facilities for management practices and violations to minimize the Department liabilities associated with mishandled wastes. The Department prefers utilizing local reputable companies for disposal to reduce transportation liabilities for the Department. The Department prefers reuse, recycle, and complete destruction of its waste to reduce disposal liabilities. The Department is looking to improve management, of its wastes, and is looking for Firms to provide suggestions on waste and recycling container placement, for ease of segregation, and logistics with Airport users. Firms should demonstrate, in their Proposal, their concepts and approaches to meeting this goal. The Department will provide the selected Firm, after contract award, with details of Airport operations to refine the concepts and approaches. Firms should present creative concepts.

The Department anticipates that the work requirements will include, but not be limited to, the following typical assignments. These examples are provided to demonstrate the range of likely assignments to assist Firms in the preparation of their proposals. Detailed and specific descriptions, of services to be provided, will be developed on a task-order basis when assigned by the Department. For scoping purposes, CLE and BKL are episodic conditionally exempt small quantity generators. During episodic generation, CLE has

produced enough hazardous waste to be a large quantity generator. The scope of services, to be provided, by the successful Firm, may include, but are not limited to, the following:

1. Characterization (i.e., sample collection, process knowledge) of various wastes for hazardous and non-hazardous classification;
2. Perform permit-required confined space entry;
3. Provide all packaging, labeling, and placarding necessary for storage, transportation, and disposal;
4. Provide compliance support for reporting, audits, proper storage, labeling, etc.;
5. Complete shipping papers and manifests for the Department's Environmental Services review and signature;
6. Provide consultation and installation of waste storage area improvements;
7. Provide consultation for waste minimization and pollution prevention efforts such as reuse, reclamation, recycling, fuel blending, etc.;
8. Provide consultation for Pollution Prevention, Toxic Substance Control Act ("TSCA") as applicable;
9. Provide bulk scrap metal containers and inspect scrap metal and remove contamination such as plastics that reduce the value of the load.
10. Facilitate composting (e.g. terminal restaurants) and waste to energy from the list below;
11. Provide bulk containers, transportation, disposal for street sweepings, waste deicers, etc.;
12. Provide transportation of Department owned 24-yard and 34-yard compactors with mixed recyclables and cardboard bales; and
13. Perform related on-call services as needed.

Wastes and recyclables generally include, but are not limited to:

1. Tars;
2. Paints (oil and water based);
3. Solvents;
4. Adhesives and sealants (e.g., epoxy, epoxy resin, construction adhesives);
5. Used spill petroleum response materials (e.g. absorbents: pads, booms, and granular and free product);
6. Batteries (e.g. lead acid, nickel cadmium, alkaline, lithium ion, etc.);
7. Biohazards (e.g., sharps, blood contaminated materials);
8. Light bulbs (i.e., HID, florescent - approximately 6,000 annually);
9. Electronic, PCB, and non-PCB lighting ballasts;
10. Tires (automotive, mowers, etc.);
11. Appliance refrigerant recovery and disposal;
12. Soil;
13. Water;
14. Oil-Water Separator sludge and sanitary lift station debris;
15. Water treatment chemicals and apparatus;
16. Deicing Products (i.e. sodium formate, potassium acetate, propylene glycol, etc.);
17. Various electrical equipment;
18. Wood and plastic based pallets and wire spools;

19. Scrap metals;
20. Yard Wastes (branches, soil, sand, straw, shrubs, etc.);
21. Concrete and asphalt;
22. Street sweepings;
24. Construction and Demolition Debris;
25. Information Technology (IT) materials such as out of date computers, printers, wiring, etc.;
26. 24-yard and 34-yard self-contained compactors with recycling products such as cardboard, plastics 1-7, light weight metals, various papers, and glass;
27. Cardboard bales; and
28. Compostables.

Environmental Sampling Services

Successful Firm shall be prepared to conduct the following on-call services if called upon by the Department's Environmental Services:

1. Maintain flexibility, of schedule and procedures, to accommodate expedited schedules and to-be-determined environmental field conditions. Night and weekend shifts may be required;
2. Hazardous material containment/spill cleanup, biohazardous material cleanup and disposal, disaster response including aircraft crashes, polychlorinated biphenyls containment/spill cleanup, soil excavation/disposal, tank pumping and disposal, provisions for installing temporary holding tanks, environmental modeling, biological assessments, disposal of hazardous and non-hazardous waste, and sampling and analysis of samples;
3. Analyze and interpret analytical results. Prepare for and conduct regular meetings with the Department, and contractor's representatives, to ensure continuous workflow; and
4. Collect and ship samples in accordance with all federal, state and local regulations.

Environmental Laboratory

Laboratory Requirements:

1. The laboratory will provide a Standard Operating Procedures Manual ("SOP") or Quality Assurance Project Plan ("QAPP") for their work and will provide copies, to the Department, once the selected Firm has completed negotiations. The SOP or QAPP should outline all of the laboratory's QA/QC procedures, including but not limited to, equipment calibration and maintenance, standard methods discussions, QA/QC procedures and methodologies. These procedures should include method blank analysis, calibration checks, surrogate recoveries, matrix spike recoveries, and duplicate sample analysis.
2. Analytical methods used by the environmental laboratory will be USEPA-approved standard methods wherever practical. All parameters shall be analyzed according to methodology contained in either USEPA SW846, Third Edition, November 1986 and May 1997 updates (or later approved

revisions), and/or in "Methods for Chemical Analysis of Water and Wastes", USEPA 600/4079-020, revised March 1984 (or later approved revisions).

3. The environmental laboratory will properly reference published analytical methods used for their analyses. Any method proposed which is not published will be described in such detail by the environmental laboratory as to provide the following information:
 - a. Applicability of the method (specific chemical or classes of chemicals and appropriate concentration ranges and matrices);
 - b. Sensitivity and detection limits of each method, which must be sufficient for the objectives of the analysis (e.g. proposed action levels); and
 - c. Possible matrix or chemical interferences.

Recordkeeping and Reporting

The following certification statement must be included on all records reported to the City:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

The Contractor will maintain records of the following information, at a minimum:

1. Monthly reports presenting monthly activities per contract task. One (1) electronic copy, of the monthly reports, shall be submitted, to the Department, by the 14th of each month, unless otherwise directed in writing. The Department reserves the right to make additions or submissions to the reports at its discretion. Monthly reports shall be clearly written and include, but not be limited to, the following items:
 - a. Submittal page to the Department's Project Manager with summary of report activities;
 - b. Title page with project title, project number, dates covered by report (month and year), submittal date, name and contact information and the Department's contact information;
 - c. Table of Contents;
 - d. Labeled section separators/dividers as applicable (i.e. monthly inventory and inspections, shipping papers, disposal information, etc.);
 - e. Monthly inventory including unique drum or container number (the Department's numbering system or agreed upon alternative), inspection forms with dates and times of inspections, and accumulation quantities;

- f. Waste characterization activities (i.e. sample collection protocols, sample numbers, drum or container number, chain-of-custody, laboratory analyses and reports, observations, etc.);
- g. Waste shipment dates and quantities;
- h. Manifests, shipping papers, disposal receipts and recycling certifications;
- i. Disposal facility location and contact information;
- j. Waste profile descriptions, inventory and expirations;
- k. Firm furnished equipment and supplies; and
- l. Photographs, if beneficial.

3. GENERAL TERMS AND CONDITIONS OF THE CONTRACT

3.1 Terms and Termination.

- A. The Department intends to recommend award of a contract to the Consultant that best satisfies the needs of the Department based on the requirements of this RFP. The Department reserves the right to award more than one contract, using the criteria defined in this RFP, if, in the Department's judgment, there is more than one qualified Firm to fulfill the commitments.
- B. The term of the contract shall be for a period up to one (1) year with three (3) one-year options, the second of which requires additional legislative authority.
- C. The City may terminate the contract at any time for cause upon failure to perform in a manner satisfactory to the City after the successful Firm has received written notice as provided in the contract. Such written notice may specify, among other matters, bankruptcy, unsatisfactory adherence to schedules, unsatisfactory performance of services, unsatisfactory operating practices or unsatisfactory equipment and failure to comply with other provisions of the contract. The City shall, in the sole exercise of its business judgment, determine whether the service or any part thereof, is being performed in an unsatisfactory manner.
- D. If at any time during review or audit of the successful Firm, and its CSB/MBE/FBE subcontractors, the City determines that the successful Firm, and its CSB/MBE/FBE subcontractors, are not functioning in good faith, the successful Firm must submit a corrective action plan within sixty (60) calendar days of the written findings. The City will then review the corrective action plan and, if acceptable, will provide written approval of the plan. If the successful Firm does not meet the provisions of the corrective action plan and the City continues to find the successful Firm and its CSB/MBE/FBE subcontractors not to be functioning in good faith or in non-compliance with the nondiscrimination provisions of this contract the City shall impose such sanctions as it may determine to be appropriate,

including but not limited to (i) cancellation, termination or suspension of the contract or (ii) suspension from participation in future CLE contracts.

- E. The City may terminate the contract for cause and without any prior notice should the successful Firm fail to maintain any licenses or permits as required by the contract or fail to adhere to the City's and/or Department's applicable rules and regulations.
- F. The City may, at any time and in its sole discretion, without cause and upon thirty (30) calendar days' written notice, discontinue the contract entirely. Such discontinuance of the contract by the City shall not constitute a breach of the contract by the City and the City shall have no obligation or liability whatsoever; and successful Firm shall make no claim for payment of damages or of any cost or expense incurred in connection therewith.
- G. Failure of the successful Firm to strictly enforce a subcontract agreement, with any of its subcontractors shall be considered a default by the successful Firm and grounds for termination of its contract.
- H. By submitting a Proposal, in response to this RFP, a firm is certifying that all work will be performed in conformance with applicable local, state and federal laws and regulations and accepts the terms and conditions set forth herein, all of which will be made a part of any contract awarded as a result of this RFP.
- I. The contract to be awarded under this RFP shall be fixed-price contract subject to a contract ceiling dollar amount. Said amount includes all fees to be charged for the services plus all related costs and expenses of the successful Firm in performing such services.
- J. Any member of the Firm's team requiring access to a Security Identification Display Area or Air Operations Area as part of his/her assigned duties shall be subject to background checks, fingerprinting and other requirements as may be determined by Federal Aviation Administration ("FAA") or the Transportation Security Agency. Adherence to all federal/state laws and regulations, and airport regulations and policy regarding access to certain airport areas is a requirement of these Contracts. Failure to comply with appropriate security requirements may be grounds for loss of security access and/or Contract termination.
- K. Firm or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Firm shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of United States Department of Transportation assisted contracts. Failure by the Firm to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Department deems appropriate.

- L. The statement above **must** be included in all subcontractor and subconsultant agreements that the prime contractor or prime Firm signs with a subcontractor or subconsultant.

3.2 Financial Proposal:

Firm should submit its fee proposal, for all its services, in a separately sealed envelope clearly marked on the outside. Itemize the hourly rate by project using the Fee Table in **Exhibit "D"**. Firm shall provide its best estimate of expenses including, but not limited to, travel and associated expenses. No qualification of the financial offer will be accepted. The fee proposal shall be considered a firm and final offer and will not be subject to negotiation.

3.3 Subcontractors/Subconsultant.

Clearly indicate the specific tasks or areas of expertise that are subcontracted, and to what entities. Experience cited for proposed subcontractors/sub consultants shall demonstrate proficiency in the services proposed for this contract. If the successful Firm has doubt as to whether an area or field of expertise may potentially be used on the project, then strongly encouraged is a subcontractor/subconsultant with this specialty be provided with the list of subcontractors/sub consultants intended to be part of the Firm's project team. Adding subcontractors/sub consultants later into the project will require the City of Cleveland's Board of Control approval and, depending on the specialty, may stop progress on the project. Subcontractors/sub consultants not approved by the Board of Control will not be allowed to work on the Project in any aspect.

3.4 Insurance.

The successful Firm, at its expense, shall at all times during the term of the contract resulting from this RFP, maintain the following insurance coverage. The insurance company(ies) providing the required insurance shall be authorized by the Ohio Department of Insurance to do business in Ohio and rated "A" or above by A. M. Best Company or equivalent. The successful Firm, as contractor, shall provide a copy of the policy or policies and any necessary endorsements, or a substitute for them satisfactory to and approved by the Director of Law, evidencing the required insurances upon execution of the contract.

- A. Comprehensive General Liability Insurance. The comprehensive general liability insurance policy ("CGL") shall (1) be occurrence type; (2) name City and the Department as additional insureds; (3) include products/completed operations coverage; (4) have limits of not less than a combined single limit of Five Million Dollars (\$5,000,000.00), covering the successful Firm, the City and the Department as their interest may appear, for any one incident; and (5) be primary and non-contributory, notwithstanding any other insurance covering City. Such policy or policies shall include "Contractual Liability", the "Explosion Hazard", the "Underground Property Damage Hazard", and the "Collapse Hazard". If Firm shall use motor vehicles on the aircraft ramps, taxiways or runways of the Airport and such vehicles are not escorted by escorts authorized and approved by the City, the limit of the CGL insurance required to be maintained by the Firm shall be increased to a limit of not less than Ten Million Dollars (\$10,000,000.00), covering the successful Firm and the City as their interest may appear, for each

occurrence.

This insurance shall include coverage for damage of property of any nature in care, custody, or control of the contractor or any property over which the successful Firm is directly or indirectly exercising physical control by reasons of the work to be performed.

Firm may utilize Excess or Umbrella coverage to satisfy limit requirements as long as those policy(ies) do not restrict the primary policy in any way.

- B. Business Automobile Liability Insurance. The business automobile liability insurance policy shall cover each automobile, truck or other vehicle used in the performance of the services in an amount not less than a combined single limit of Five Million Dollars (\$5,000,000.00), covering the successful Firm and the City as their interest may appear, for any one incident for bodily injury (including death at any time occurring) and property damage per occurrence for any work and/or access to the landside area of the Airport and a combined single limit of Ten Million Dollars (\$10,000,000.00), covering the successful Firm and the City as their interest may appear, for any one incident for bodily injury (including death at any time occurring) and property damage per occurrence for any work and/or access to the airside area of the Airport.
- C. Professional liability insurance (including errors and omissions) shall have limits of not less than Five Million Dollars (\$5,000,000.00) each occurrence and subject to a deductible each occurrence of not more than Fifty Thousand Dollars (\$50,000.00) per occurrence and in the aggregate and if not written on an occurrence basis, shall be maintained for a period of not less than two (2) years following the completion of the services provided under the contract. The policy shall include valuable papers coverage with limits of not less than One Hundred Thousand Dollars (\$100,000.00).
- D. Workers' compensation and employer's liability insurance as provided under the laws of the state of Ohio. Notwithstanding the foregoing successful Firm shall increase the limit of employer's liability insurance to a limit of not less than One Million Dollars (\$1,000,000.00) each occurrence or any other increased amount as the City may reasonably require. Successful Firm shall save the City harmless from any and all liability from or under said act.
- E. The successful Firm shall take out and maintain in the name of the City of Cleveland as owner, and himself as Firm, all builder's risk insurance in an amount equal to one hundred percent (100%) of his construction contract.
- F. Successful Firm shall maintain statutory unemployment insurance protection for all its employees.
- G. The policy or policies shall be with companies authorized to do business in the State of Ohio and rated A- VII or above by A. M. Best Company or its equivalent.
- H. The policy or policies shall contain the following special provision: "The Company agrees that thirty (30) calendar days prior to cancellation or reduction of the insurance afforded by this policy, with respect to the contract involved, written

notice will be sent by certified mail to the Director of Port Control, City of Cleveland.”

- I. Maintain such other insurance policies as may be reasonably required by the City.
- J. An original certificate of insurance, declarations pages of the policy (ies) or insurance binder(s) shall be deposited with the Department of Port Control City of Cleveland before the commencing of any work under the contract.
- K. Successful Firm shall name the City of Cleveland and the Department of Port Control as an additional insured on their General Liability and Auto policies.
- L. All policies shall contain a waiver of subrogation where in the insurer(s) waives all rights of recovery against the City of Cleveland and Department of Port Control. All policies shall be primary and non-contributory.
- M. Firm shall require any and all of its subcontractors to procure, maintain and pay premiums for the insurance coverages and limits of liability outlined above with respect to products, services, work and/or operations performed in connection with this Agreement.
- N. The maintenance of such insurance, as outlined herein, shall in no way constitute a waiver of legal liability for damages to any adjoining buildings or their contents or the work and property of others on the site beyond the limits of insurance thus maintained. The Firm shall hold harmless the Airport Engineer and their agents for and from any injury or damage resulting from the negligent or faulty performance by the Firm or his subconsultants. All insurance shall be carried without interruption to the end of the guarantee period.

4. PROJECT SCHEDULE AND DELIVERABLES

4.1 Deliverables.

The City has established the following list, which includes items that the Firm will be required to provide as deliverables. The City reserves the right to modify the list of deliverables at any time before execution of a contract to add, delete, or otherwise amend, any report or other deliverable, as it deems necessary, in its sole judgment, and in the best interest of the City.

- A. Within one week after receipt of a written Notice To Proceed issued by the Department, the successful Firm shall be prepared to begin work covered by the contract and shall execute the work to be performed on as-required to the Department’s satisfaction and in accordance with the tasks specified, unless otherwise directed by the Department.
- B. All work performed by the successful Firm shall be under the direction of the Department’s Project Manager.
- C. At all meetings, between the Department and the Firm, held in connection with the project, the Firm shall take minutes of all topics discussed and depositions or conclusions reached. Within one (1) week, the Firm shall prepare a formal set of

meeting minutes and submit same to the Department's Project Manager for approval. The Firm will conduct weekly progress meetings with the Department to brief representatives on the progress of the work and any problems or issues affecting the completion of the task.

- D. All pertinent telephone conversations between the Department and the successful Firm, relative to instructions and/or authorizations, must be confirmed in writing by the successful Firm and submitted to the Project Manager for written approval.
- E. The Successful Firm is responsible for controlling costs and ensuring that all required work is completed, within the approved time limit for each task. No modification to the scope of work or extra work shall be considered by the Department unless conditions have been specifically documented as required by the terms of the contract. Additionally, this documentation shall be verified prior to the Department's authorization to the successful Firm to perform additional work.
- F. The successful Firm's staff shall be available with no more than two (2) business days' notice to attend meetings or make presentations at the request of the Department's Project Manager. The successful Firm may be called upon to provide maps, drawings, audiovisual displays and similar material for such meetings.
- G. Copies of all appropriate written correspondence between the successful Firm and any party pertaining specifically to any project shall be provided, to the Department's Project Manager within one week of the receipt or sending of such correspondence.
- H. All other correspondence shall be submitted to the Department after completion of the project. The successful Firm shall provide, to the Department, on a monthly basis, progress reports, which describe the work performed on each work element, problems encountered, man hours expended by each member of the team and the total dollar expenditure on the project by work element during the reporting period. Progress reports shall be delivered to the Department's Project Manager within one week of the monthly reporting period and shall be attached to the invoices when submitted for payment.
- I. No work performed on behalf of the Department may be used for other clients or potential clients of the successful Firm without prior written approval from the Department's Project Manager.
- J. Attend briefings with the Director, executive staff and other Department staff as requested. The successful Firm will also be expected to provide briefings to the Director or his designated representative regarding any issues, which arise during the conduct of the work.
- K. Provide responses to questions or issues, which may be raised by FAA representatives during project reviews and audits. These may include briefings to review the status or content of the project plans.
- L. Provide progress reports, including work accomplished; tasks yet to be accomplished; any issues which have arisen which need the Department's

assistance in order to obtain resolution and a description of the percentage of the work completed, in hard copy and electronically (in Microsoft Project or other pre-approved format).

- M. Provide a minimum of three (3) hard copies and three (3) electronic copies on CD-ROM of each completed work product, including a detailed executive summary. Additional copies may be requested, on an as-needed basis.

5. GENERAL INFORMATION

5.1 Submission of Proposal:

- A. Each firm shall provide all information requested by the City in this RFP. Firms must organize their packages to address each of the elements outlined and in the same order listed in Section 7 of this RFP.
- B. The City wishes to promote the greatest feasible use of recycled and environmentally sustainable products and to minimize waste in its operations. To that end, all proposals should comply with the following guidelines: Unless absolutely necessary, copies should minimize or eliminate use of non-recyclable or non-re-usable materials. Materials should be in a format permitting easy removal and recycling of paper. A proposer should, to the extent possible, use products consisting of or containing recycled content in its proposal including, but not limited to, folders, binders, paper clips, diskettes, envelopes, boxes, etc. Do not submit any or a greater number of samples, attachments or documents not specifically requested.

5.2 City's Rights and Requirements:

- A. Under the laws of the State of Ohio, all parts of a Proposal, other than trade secret or proprietary information, may be considered a public record which, if properly requested, the City must make available to the requested for inspection and copying. Therefore, to protect trade secret or proprietary information, the Firm should clearly mark each page, but only that page, of its Proposal that contains that information. The City will notify the Firm if such information in its Proposal is requested, but cannot, however, guarantee the confidentiality of any proprietary or otherwise sensitive information in or with the Proposal. Blanket marking of the entire Proposal as "proprietary" or "trade secret" will not protect an entire Proposal and is not acceptable.
- B. The Director, at his sole discretion, may require any Firm to augment or supplement its Proposal or to meet with the City's designated representatives for interview or presentation to further describe the Firm's qualifications and capabilities. The requested information, interview, meeting or presentation shall be submitted or conducted, as appropriate, at a time and place the Director specifies.
- C. The City reserves the right, at its sole discretion, to reject any Proposal that is incomplete or unresponsive to the requests or requirements of this Request for Proposal. The City reserves the right to reject any or all Proposals and to waive and

accept any informality or discrepancy in the Proposal or the process as may be in the City's best interest.

- D. All Proposals will remain in effect and be subject to selection by the City until the earlier of the execution of a final contract or one hundred eighty (180) calendar days after the deadline for Proposal submission ("Proposal Expiration Date"). Until the Proposal Expiration Date, Firm agrees that its Proposal shall remain in effect, as submitted, and subject to selection by the City.

5.3 Supplemental Information:

The City may require Firm to further supplement its written Proposal to obtain additional information regarding the written Proposal or to meet with the City's designated representatives to further describe Firm's qualifications and abilities. The decision regarding which Firm(s) will be asked to supplement a Proposal or meet with City representatives is in the Director's sole discretion. Supplements will be utilized for clarification purposes only and the Firm may not substitute material elements of its written Proposal, nor may Firm provide previously omitted material.

5.4 Area Small Business, Minority, and Female Business Enterprise ("CSB, MBE and FBE") Participation:

Prospective firms are advised that in order to enter into a contract with the City, for providing the services outlined in this RFP, the successful Firm must be determined to be in compliance with policies and procedures of the City's Office of Equal Opportunity ("OEO"). Accordingly, **prospective firms are required to complete the attached Office of Equal Opportunity Schedules 1 through 4 and submit those materials with its Proposal.** All schedules must be completed, signed and dated; or the submittal may be considered non-responsive. The completed schedules will be submitted to the City's OEO for evaluation. The successful Firm will be required to submit to the City's OEO a comprehensive work force evaluation and an affirmative action plan no later than sixty (60) days after entering into a contract with the City.

The City has established a Cleveland Area Small Business ("CSB") subcontracting goal of **ten percent (10%)** for this project. Please complete Schedule 2 – Schedule of Subcontractor Participation and provide a detailed plan with your Statement indicating how CSBs will be utilized during the project.

Any and all proposed subcontractors, whether City certified or not, must be divulged and listed in the sealed Proposal. Include all proposed subcontractors on OEO Schedule 2. A Schedule 3 is also required for each proposed subcontractor that is CSB, MBE, FBE, LPE, or SUBE certified. However, a Schedule 3 is not required for proposed subcontractors who are not City-certified as a CSB, MBE, FBE, LPE, or SUBE. If OEO Schedule 2 is not included in the Proposal documents, you must submit a proposed subcontractor list on a separate, signed sheet of paper, listing the name, address, type of work or materials, and total subcontractor amount for each and every subcontractor that you propose to use on the contract.

All proposed subcontractors listed in your Proposal must receive written Board of Control approval in advance. The subcontractors you propose in your Proposal will be considered the subcontractors that you will use in the contract if awarded to you. See **Exhibit "A"**

regarding the City's Sub-contractor Addition and Substitution Policy and Procedure. The City reserves the right to approve an award, but not approve a proposed subcontractor.

The City maintains a list of Vendors Ineligible to Contract or Subcontract with the City at the City of Cleveland website: <http://www.city.cleveland.oh.us>. It is each Consultant's responsibility to propose only eligible contractors. The City cannot approve a subcontractor whose name appears in this listing.

In addition, the City is firmly committed to assisting Minority Business Enterprises ("MBEs") and Female Business Enterprises ("FBEs") through its contracting activities, and the City intends to contract with firms that share that commitment. Firms shall make every effort to use MBEs and FBEs as subcontractors where available and practical.

Please be aware that the participation of CSB/MBE/FBE firms listed in your Proposal will be monitored by the City's OEO throughout the duration of the contract. The successful Firm will be responsible for providing the City's OEO with any and all information necessary to facilitate this monitoring, including subcontractor agreements, invoices and cancelled checks. Successful Firms performing on CLE projects have a dual reporting requirement. Successful Firms will be required to provide subcontractor agreements to the Office of Compliance and Inclusion. **Additionally, selected Firms and their subcontractors will be required to enter all payments and invoice information into the B2Gnow software system. Certified payrolls; if applicable, to this contract will be entered into the LCPtracker software system.** If the successful Firm fails to fulfill the CSB participation percentages set forth in this RFP, the Successful Firm may be subject to any and all penalties listed in Section 187.20 of the Cleveland Codified Ordinances.

It is the City's objective that the CSB/MBE/FBE performs a commercially useful function. A CSB/MBE/FBE is considered to perform a commercially useful function when it is independently responsible for the execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing and supervising the work involved. In light of industry practices and other relevant considerations, the CSB/MBE/FBE must have a necessary and useful role in the transaction of a kind for which there is a market outside the context of the CSB/MBE/FBE program.

If you have any questions with regard to either the City's OEO requirements and/or its other contracting goals, please contact the Office of Equal Opportunity at (216) 664-4152.

The Successful Firm is a "contractor" within the meaning of Chapter 187 of the Codified Ordinances of Cleveland, Ohio, 1976. During the term of the contract, the successful Firm shall comply with all terms, conditions and requirements imposed on a "contractor" in the Equal Opportunities Clause, Section 187.22 of the Codified Ordinances.

5.5 Outreach Events:

All Firms must affirm their commitment to supporting and/or participating in Department-sponsored outreach events aimed at attracting and educating small, minority, and female-owned companies on business opportunities with the Department. This may include a nominal fee up to Three Hundred Dollars (\$300.00) at the Director's discretion.

5.6 Equal Opportunity Clause:

The successful Firm, as contractor, will be required to comply with all terms, conditions and requirements imposed on a “contractor” in the following Equal Opportunity Clause, Section 187.22(b) of the Cleveland Codified Ordinances, and shall make the clause part of every subcontract or agreement entered into for services or goods and binding on all persons and firms with which the successful Firm may deal, as follows:

No Firm shall discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. Firms shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. As used in this chapter, “treated” means and includes without limitation the following: recruited whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship, promoted, upgraded, demoted, transferred, laid off and terminated. Firms shall post in conspicuous places available to employees and applicants for employment, notices to be provided by the hiring representative of contractors setting forth the provisions of this non-discrimination clause.

Within sixty (60) calendar days after entering into a contract, the successful Firm, as contractor, shall file a written affirmative action program with the Office of Equal Opportunity containing standards and procedures and representations assuring that the Firm affords all qualified employees and applicants for employment equal opportunities in the Firm’s recruitment, selection and advancement process.

5.7 Short-listing:

The City reserves the right to select a limited number (a “short-list”) of Firms to make an oral presentation of their qualifications, proposed services and capabilities. The City will notify the Firms selected for oral presentations in writing.

5.8 Execution of Contract:

The successful Firm shall, within ten (10) business days after receipt of a contract prepared by the City Director of Law, exclusive of Saturdays, Sundays and holidays, execute and return the contract to the City together with evidence of proper insurance and intent to conform to all requirements of the contract and all applicable federal, state and local laws and ordinances prior to or at the time of execution of the contract.

5.9 Familiarity with Request for Proposal:

By submission of a Proposal, the Firm acknowledges that it is aware of and understands all requirements, provisions and conditions in the RFP and that its failure to become familiar with all the requirements, provisions, conditions and information either in this RFP or disseminated either at a pre-proposal conference or by addendum issued prior to the Proposal submission deadline, and all circumstances and conditions affecting performance of the services to be rendered by the successful Firm will not relieve it from responsibility for all parts of its Proposal and, if selected for a contract, its complete performance of the contract in compliance with its terms. Firm acknowledges that the City has no

responsibility for any conclusions or interpretations made by Firm on the basis of information made available by the City and the City does not guarantee the accuracy of any information provided and Firm expressly waives any right to a claim against the City arising from or based upon any incorrect, inaccurate or incomplete information or information not otherwise conforming to represented or actual conditions.

5.10 Anticipated Proposal Processing:

The City anticipates it will, but neither promises nor is obligated to, process Proposals received in accordance with the following schedule:

Release of Request for Proposal	Wednesday, February 12, 2020
Pre-proposal Conference	Friday, February 21, 2020
Deadline for Inquiries	Friday, February 28, 2020
Written Response to Inquiries	Monday, March 2, 2020
Deadline for Proposals	Friday, March 13, 2020

5.11 Interpretation of Proposal Document:

- A. If any prospective Firm finds discrepancies or omissions in this RFP or if there is doubt as to the intended meaning of any part of this RFP, a written request for clarification or interpretation must be received by the Procurement Section of the Department of Port Control, Cleveland Airport System, 5300 Riverside Drive, P. O. Box 81009, Cleveland, Ohio 44181-0009 no later than **Friday, February 28, 2020**. Requests for clarification or interpretation may be submitted via e-mail to byohey@clevelandairport.com.
- B. **The City is not responsible for any explanation, clarification, interpretation, representation or approval made concerning this RFP or a statement given in any manner except by written addendum.** The City will post online each addendum issued for this RFP. Any addenda so issued are a part of and incorporated into this RFP as if originally written herein.

6. QUALIFICATIONS FOR PROPOSALS

6.1 Minimum Qualifications.

The Department intends to select a Firms(s) based on a review and evaluation of the information provided in response to the RFP.

Each Firm, regardless of the form of its business entity, must meet the following requirements. Failure to meet all requirements may be cause for rejection of a Proposal. If Firm is a partnership or a joint venture, at least one general partner or constituent member must meet the requirements. Each Firm must:

- 1. Provide evidence that it has a minimum of three (3) continuous years of experience in the last five (5) years in performing inspections and inventories of waste areas, waste characterization, transportation of waste

materials, compliance support for auditing, manifesting, and waste management consulting as described in this RFP;

2. Demonstrate experience sampling and providing analytical services in compliance with all applicable federal, state, and local laws. Firms must provide evidence of established QA/QC and Health and Safety Programs. Firms will also include strategy for responding to the Department on-call requests in no more than one-hour in an effort to capture real-time conditions;
3. Have previous experience in waste management and disposal services for other airports; or employ a designated staff member with airport experience. Designated staff member should have required licenses and/or certifications;
4. Demonstrate experience in establishing and maintaining constructive relations with project stakeholders, regulatory agencies and the community;
5. Possess all applicable licenses, certificates, permits or other authorizations required by all governmental authorities, including the City, having jurisdiction over the operations of the Successful Consultant at the Airport or elsewhere; and
6. Be authorized to conduct business in the State of Ohio, County of Cuyahoga and the City of Cleveland

7. PROPOSAL CONTENT

The Proposal submittal shall consist of the following documents in the sequence listed below. To facilitate quick reference, each section of the Proposal should be offset with a tab. The Proposal may be disqualified if the documents are not submitted in the sequence listed below.

- A. Cover Letter: The cover letter should identify the successful Firm and state other general information that they desire to be included regarding the successful Firm's business organization. At a minimum, the cover letter must include the name, form of business entity (e.g. corporation, partnership, joint venture, etc.), principal address, federal tax identification number, telephone number and facsimile number of the Consultant.
- B. Executive Summary: The executive summary should provide a clear and concise summary of Firm's background, level of expertise, direct relevant experience and ability. The executive summary should make the Firm's case as the best candidate designed to meet governmental and environmental regulations and to improve overall airport operations, efficiency, reliability and safety. Firms should structure this section in a manner that allows it to serve as a stand-alone summary when separated from the other sections of the Proposal.
- C. Qualifications/Experience: This section gives respondents the opportunity to discuss their industry experience and what defines them as a leader in their

industry. Firms may submit as much information, in this section as is needed to differentiate itself, and its Proposal from the other firms.

Please include, as a minimum, the following information: (i) clearly communicate how you meet or exceed the minimum qualifications; (ii) describe the nature of your business experience in providing waste management and disposal services to medium or large airports and state the number of persons you currently employ in providing such services; (iii) give the name, location and date of all similar contracts that have been terminated or canceled within the past three (3) years, prior to the expiration of their contractual term, and also list any judgments terminating or any pending lawsuits or unresolved disputes for the termination of such services provided by you within the past three (3) years; and (iv) give the names and addresses of at least three (3) references as to your professional capability. The references should include the name of the contact person, e-mail address and telephone number.

- D. Project Approach: Provide a statement discussing your understanding of this operation and management opportunity, including those factors that are critical to making the opportunity a success. Firms must provide a detailed discussion of how they will approach this opportunity to ensure that the City's goals and objectives will be realized. The Proposal should also identify and discuss key issues influencing the services as defined in this RFP and the Department, as well as discuss methods/models that would address key issues.
- E. Key Staff: Successful Firm should indicate the key staff proposed for this contract, setting forth the specific responsibilities and availability of each proposed key staff person. Provide for each proposed key staff person a one-page resume detailing both general experience and specific experience related to the services as defined in this RFP. Key staff is defined as productive staff having major project responsibilities.
1. Personnel proposed shall have the desired qualifications and experience in his/her area of expertise. It is preferred key staff experience cited be within the past ten years.
 2. Individuals proposed and accepted by the Department as personnel for this contract are expected to remain dedicated to the contract.
 3. In the event any key staff person(s) becomes unavailable for continuation of the work assignment, the successful Firm shall replace said individual(s) with personnel of equal ability and qualifications. However, any changes to designated key staff personnel require the prior written approval of the Department. If acceptable, changes shall be in effect without additional cost to the Department and without formal modification of the contract.
 4. The successful Firm shall provide personnel at skill levels required for each type of services to be performed under the contract. Any employee, whose service is deemed unsatisfactory for any reason by the Department, shall be removed from the project. Upon written notification from the Department, the successful Firm shall promptly offer a replacement with equal ability and qualifications for the Department's approval. The successful Firm shall be

responsible for any costs arising from the action of the Department relative to this requested action.

5. Any member of the successful Firm's team requiring access to a Security Identification Display Area or Air Operations Area as part of his/her assigned duties shall be subject to background checks, fingerprinting and other requirements as may be determined, by the Department, or the Federal Transportation Security Administration. Adherence to all federal, state, county and city laws and regulations and Airport regulations and policy regarding access to certain Airport areas is a requirement of this contract. Failure to comply with appropriate security requirements may be grounds for loss of security access and/or contract termination.
- F. Management Approach: Provide an organizational chart of the Firm, showing all major component units; where the management of this contract will fall within the organization and what resources will be available to support this contract in both primary and secondary or back-up roles. A discussion of cost control related to the location of work and performing project management responsibilities, including participating in meetings and completing work at the Airport for this contract should also be included.
- G. Work Product Samples: Proposers are to submit a case history which demonstrates ability to support analytical and consulting needs (described earlier) of the Department. Be specific as to how and why the Proposer decided to approach the project a certain way. Case history must have been developed within the last three (3) years and should address the following elements: (i) research; (ii) concept; and (iii) strategy. In addition, provide examples and discuss in narrative the Proposer's capacity to produce quality materials in written, graphic and pictorial form.
- H. CSB/MBE/FBE Participation: Firms shall submit the names of persons, sub-consultants, joint ventures or others to be used in meeting CSB/MBE/FBE goals or requirements. **Office of Equal Opportunity Scheduled (included with the RFP) must be completed and submitted with Firm's Proposal.**
- I. Affidavit: Firm shall submit, with its Proposal, an affidavit stating that neither it nor its agents, nor any other party for it has paid or agreed to pay, directly or indirectly, any person, firm or corporation any money or valuable consideration for assistance in procuring or attempting to procure this contract, and further agreeing that no such money or reward will be hereafter paid.
- J. Joint Ventures or Partnerships: If the Proposal submitted is on behalf of a joint venture or partnership, an executed copy of the joint venture or partnership agreement must be submitted with the Proposal and will become an attachment to the City's contract. The award of a contract to the joint venture or partnership may be indicated, as a condition precedent for the commencement of either such agreement.
- K. Additional Submittal Requirements: Firm shall complete, execute and return with its Proposal the following documents, copies of which are attached to this RFP: (i) Northern Ireland Fair Employment Practices Disclosure; (ii) Federal Taxpayer

Identification; (iii) Affidavit and (v) Non-Competitive Bid Contract Statement for Calendar Year 2020.

L. Environmental Sustainability: Describe how the proposed services/project/solution incorporate environmental sustainability.

M. Supplemental Information:

1. The City may require a Firm to further supplement its written Proposal to obtain additional information regarding its qualifications or to meet with the City's designated representatives, to further describe the Firm's qualifications and abilities.
2. The decision regarding which Firm(s) will be asked to supplement their Proposal or meet with City representatives is in the Director's sole discretion.
3. Supplements will be utilized for clarification purposes only and the Firm may not substitute material elements of its written Proposal nor may the firm provide previously omitted material. The requested information or meeting shall be respectively furnished or take place at the time and place specified by the City.

8. INQUIRIES

Interested parties may submit written questions pertaining to the RFP. Verbal responses given by representatives of the City at any time may not be relied upon by the Firm in submitting its Proposal or in the performance of its obligations under the RFP. The City will post online any addenda or clarifications to the RFP. Questions must be submitted, in writing, to Barbara Yohey, Cleveland Airport System, 5300 Riverside Drive, P. O. Box 81009, Cleveland, Ohio 44181-0009 no later than **Friday, February 28, 2020**. Questions may be submitted via e-mail to byohey@clevelandairport.com.

9. DISQUALIFICATION OF FIRM/PROPOSAL

The City reserves the right to reject any Proposal that does not provide or is unresponsive to the information requested herein. The City reserves the right to reject any and all Proposals, or to waive and accept any deviation in order to award the contract in the City's best interest, as determined in the City's sole discretion.

In addition, Proposals shall not be accepted from any firm that is in default as surety or otherwise upon an obligation to the Department or the City or that has failed to perform faithfully any previous contract with any airport or the City, or is currently in default on any current contract with the Department or the City.

The City reserves the right to reject any and all Proposals without cause. A firm's failure to respond to all questions thoroughly and completely may result in rejection of its Proposal. The City reserves the right to thoroughly investigate the financial status, qualifications, experience and history of performance of each firm.

The City reserves the right to cancel the award of the Contract, with or without cause, at any time before such Contract has been fully executed by all parties.

Unsealed Financial Offers may be subject to disqualifications.

10. EVALUATION OF PROPOSALS

The City department/division issuing this RFP will evaluate each Proposal submitted. The Department will present its recommendations to the City's Board of Control ("Board"). The Board may, but shall not be obligated to, entertain formal presentations. The City will only consider Proposal that are received on or before the submission deadline, and which meet all the requirements of this RFP. The City reserves the right to request a "best and final offer" from Consultants meeting the minimum requirements.

The Department shall apply an Evaluation Credit of two percent (2%) of the total points awarded for a Proposal received from a Local Producer and two percent (2%) of the total points awarded for a Proposal received from a Local Sustainable Business provided that the maximum total Evaluation Credit applied shall not exceed four percent (4%). The Evaluation Credit to be added is solely for the purpose of Proposal comparison when evaluating competing Proposals. The use of Evaluation Credits does not alter the Proposal submitted by a Consultant or the contract executed based on the Proposal. As used herein "Local Producer" and "Local Sustainable Business" are defined in City of Cleveland Ordinance No. 1660-A-09 (Refer to **Exhibit "B"**).

The numerical rating, following each factor set forth below, indicates the importance of the requested information in the selection process. The resulting selection rating will not reflect on the professional abilities of the Firm. Instead, the rating reflects the City's best attempt to quantify each Firm's ability to provide the services set forth in the contract and to meet the specific conditions and criteria included in this RFP.

- (A) Qualifications/Experience (Rating up to 25 points)
- (B) Project Approach (Rating up to 30 points)
- (C) Key Staff (Rating up to 20 points)
- (D) Management Approach (Rating up to 15 points)
- (E) Work/Product Sample (Rating up to 10 points)
- (F) CSB/MBE/FBE Participation (Pass/Fail)

11. SCORING PROCEDURE

The contracting department may use the total points awarded for a Proposal, to compare competing Proposals to determine which to recommend for a contract award. **The ranking of the Proposal qualifications will be 50% of the proposers score with the highest score having the highest numerical ranking based on the number of proposals received. The ranking of the estimated Proposal Pricing (fee) will be 50% of the Proposers score with the lowest price having the highest numerical ranking based on the number of proposals received.** The winning Proposal will be the highest total of these combined rankings. In case of a tie score, the Proposer with the highest score in the Qualifications will be the selected Firm.