



November 23, 2020

Dear Prospective Firm:

The City of Cleveland, ("City"), owner and operator of Cleveland Hopkins International Airport, through its Director of the Department of Port Control ("Director"), invites written Proposals from Firms interested in providing property management and event management services for the Department of Port Control.

The North Coast Harbor is a leading visitor destination in Cleveland, Ohio. This area is an important component of regional economic growth efforts. The Department of Port Control has embarked on a redevelopment program at the North Coast Harbor and Burke Lakefront Airport, which will involve substantive new development of various parcels on and around the waterfront. The primary objective, of this Request for Proposal, is to identify a qualified Firm who, working in close cooperation with the City of Cleveland, Department of Port Control, will be responsible for providing expert professional common area property management and services, planning consulting services, including site selections, scheduling of events, coordinating with local and national agencies, key stakeholders and other related activities necessary to the successful planning and implementation of both daily and special event operation.

A pre-proposal conference will be held, on **Friday, December 4, 2020 at 10:00 a.m. local time, via WebEx Meeting. To call into the meeting call 1-415-655-0002 and the access code is 132 915 5970.** Although attendance is not mandatory, firms are encouraged to attend. For reasons of security, those planning to attend the pre-proposal conference must register by 4:00 p.m. local time on **Tuesday, December 1, 2020**, by e-mail to byohey@clevelandairport.com. At or before the conference, interested parties may submit or ask questions pertaining to this Request for Proposal and the services desired. Please e-mail questions to the above listed e-mail address.

If your firm is interested in this proposal, please submit seven (7) complete Proposals, consisting of one (1) unbound original, five (5) identical bound copies and one (1) CD-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. local time on Wednesday, December 16, 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.

Sealed Proposals may be mailed to the address below and must be identified on the outside of the envelope(s) as: **Proposal: North Coast Harbor Property Management and Event Management Services:**

Cleveland Airport System
Department of Port Control
Administrative Offices

5300 Riverside Drive
P. O. Box 81009
Cleveland, Ohio 44181-0009
Attn: Barbara Yohey

Firms may also elect to submit their Proposal 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 on Wednesday, December 16, 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 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.

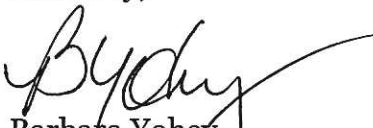
The Request for Proposal documentation is available on the City Website at:
<http://www.city.cleveland.oh.us/CityofCleveland/Home/Government/CityAgencies/Finance/RFP>

or at the Department of Port Control website at:
<http://www.clevelandairport.com/about-us/business-cle/bids-rfq>

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

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

Sincerely,


Barbara Yohey
Procurement Officer
Cleveland Airport System
Department of Port Control



Request for Proposal

**North Coast Harbor
Property Management & Event
Management Services**

Issued: November 23, 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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INTRODUCTION

As part of the ongoing effort to provide the highest levels of service to northeastern Ohio residents, the business community and the general public and to maximize the generation of income through the promotion of the North Coast Harbor (“NCH”), the City of Cleveland (“City”), owner and operator of the NCH through its Director of the Department of Port Control (“Director”), is soliciting Requests for Proposals (“RFP”) from qualified Firms (“Firm”), to provide common area property management, maintenance, custodial services and the planning, implementation and management of a comprehensive strategic event planning calendar, as more fully described in this RFP. Qualified Firms must have the requisite, demonstrated competence and experience in, and a thorough knowledge of, providing such services in and around a harbor environment.

In connection with this RFP the objectives of the Department of Port Control are to:

- (A) Develop and implement a comprehensive property management and maintenance plan that keeps NCH clean, safe and in good working order;
- (B) Development and implement an inclusive marketing and promotional plan, that raises public awareness and activates the entire district;
- (C) Provide oversight over all aspects of selected special events, including but not limited to the selection of vendors/participating entities, confirmation of permit approvals, review of staging and security plans and the pre and post-event inspection of property;
- (D) Provide a full array of security and safety services to staff, visitors and property before, during and after special events and during normal Harbor operating hours;
- (E) Accurately track and account for expenses in a manner that will differentiate between costs associated with each component of the services; and
- (F) Establish and maintain high levels of professionalism and customer service that are consistent, reliable and responsive to the stakeholders, visitors, vendors and the business community.

A pre-proposal conference will be held, on **Friday, December 4, 2020, 10:00 a.m., local time, via WebEx Meeting. To call into the meeting call 1-415-655-0002 and the access code is 132 915 5970, or**

<https://clevelandairport.webex.com/webappng/sites/clevelandairport/meeting/info/2bd8008b3f004338ac451c58d3522230>. At that time interested parties may ask questions pertaining to this RFP. For reasons of security, those planning to attend the pre-proposal conference must register by 4:00 p.m. local time on **Tuesday, December 1, 2020**, by e-mail to byohey@clevelandairport.com. When registering, it will be necessary to provide the names of all attendees. It is also advantageous to provide e-mail addresses for all attendees, although it is not required. Prospective Firms 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 either in Microsoft Word (.doc/.docx) or Adobe Acrobat (.pdf) format, to the City no later than 4:00 p.m. EDT on **Wednesday, December 16, 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.**

Proposals may be mailed or delivered to the address below and must be identified on the outside of the envelope(s) as: **Proposal: NCH Property Management and Event Management Services.**

Cleveland Airport System
Department of Port Control
Administrative Offices
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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 **Wednesday, December 16, 2020**.

The City reserves the right to reject any or all proposals or portions thereof, to waive irregularities, informalities and technicalities, to re-issue or to proceed to obtain the services desired otherwise, at any time or in any manner considered in the best interest of the City. The Director may, at his sole discretion, modify or amend any and all provisions of this notice or the RFP.

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

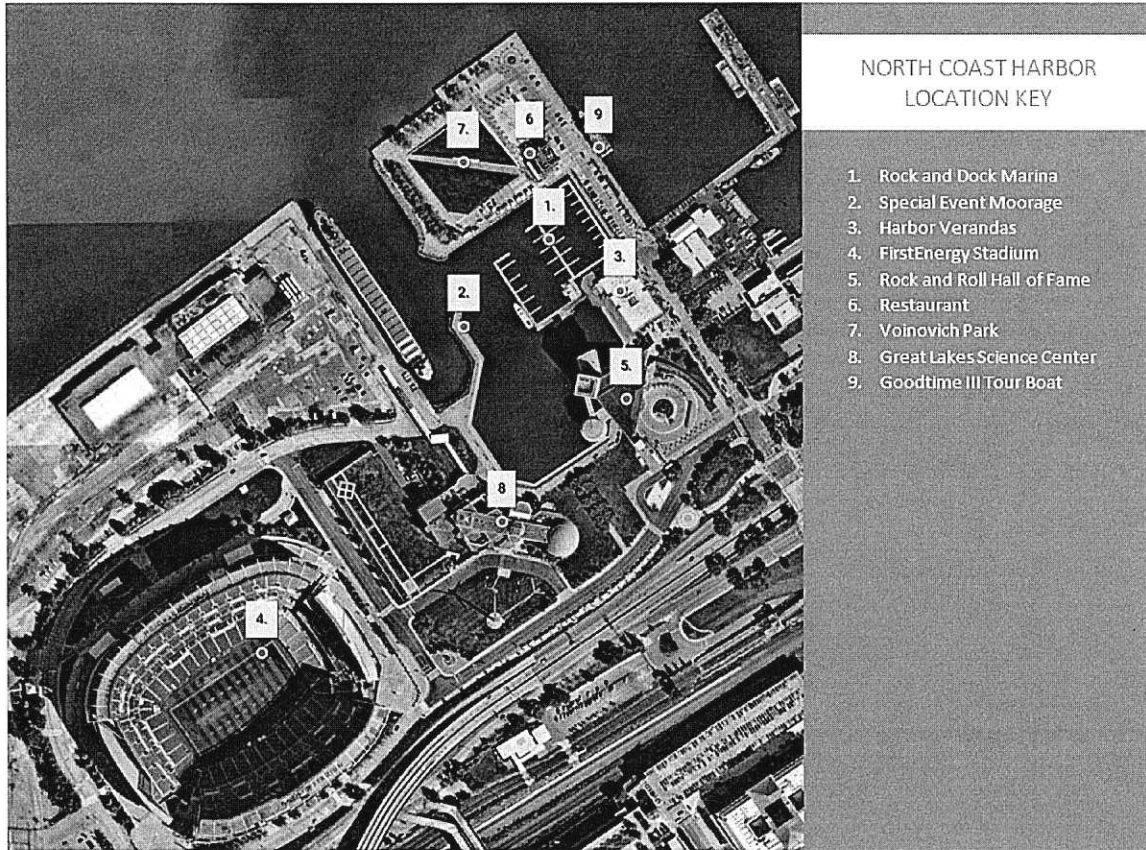
<http://www.clevelandairport.com/about-us/business-cle/bids-rfq>

NOTE: In an effort to comply with the City of Cleveland's green initiatives, the Department of Port Control 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 and additional requirements for the NCH Maintenance, Management and Event Services RFP, will be posted on the above sites as no additional paper mailings will be made for this Proposal. 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

NCH draws approximately 2 million people per year to its many prominent attractions, including the Rock & Roll Hall of Fame and Museum, the Great Lakes Science Center, FirstEnergy Stadium and Voinovich Park. The district also boasts a full-service restaurant and bar, three regulation sand volleyball courts, two bocce ball courts and year-round special event programming.



The Department is responsible for managing, maintaining, securing and promoting NCH, including its various public spaces, capital assets and public right of ways. This RFP is to identify a qualified Firm who, working in close cooperation with the City, Department of Port Control, will fulfill these obligations by providing expert professional property management services, to ensure the area is maintained, marketed and secured on a year round basis.

2. SCOPE OF SERVICES

2.1 General.

It is the Department's intent to award a contract granting the successful Firm an exclusive right and obligation to perform common area property management, repairs, property enhancements and maintenance and to organize, implement, promote, as well as execute, an annual comprehensive special events calendar which details immediate, short term and long term activities, for the NCH, and all areas in and around the waterfront. The successful Firm, will be responsible for property management and maintenance on a day-

to-day basis, as well as, during special events such as concerts, recreational programming, festivals, cultural and artistic shows and other public entertainment programs that attract visitors to the NCH area and other related services. The successful Firm, will be expected to support the Department in coordinating special event activities with the City's of Special Events and the NCH Stakeholders to minimize adverse impacts to their operations. Specific task assignments are expected to vary, depending upon the Department's needs. The successful Firm will be expected to provide reliable and consistent property management services at minimal cost.

The successful Firm will provide all supplies, vehicles, equipment, operating personnel, adequate insurance permits and licenses, and all other labor and materials necessary or required, for the adequate and continued performance of the day-to-day special event and property management and maintenance of the NCH.

The successful Firm's personnel shall perform their duties in a manner satisfactory to the Director, but, be exclusively under the direction and control of the successful Firm. In performing its duties hereunder, the successful Firm shall be an independent contractor in every respect.

The Director, or his designee, shall review the day-to-day operations monthly. The successful Firm and the Director, or his designee, shall maintain communication concerning the performance of the property management, maintenance and event planning contract and establish procedures under which the duties shall be carried out.

The successful Firm will be responsible for submitting a budget to the Director, or his designee, on criteria set out by the Department.

The successful Firm will be required to submit invoices for payment that categorize services rendered for the defined Common Area Maintenance ("CAM") area , non-CAM maintenance expenses, special event activities, and other areas identified by the Department.

2.2 Scope of Services – Maintenance / Event Management.

The City reserves the right to revise the scope of services prior to the execution of the contract to: (i) reflect changes arising out of this proposal process; (ii) incorporate any City requirements adopted after the publication of this RFP; or (iii) incorporate any other changes it deems necessary.

- (A) The successful Firm will be expected to provide a full range of property management, maintenance and repair services, including but not limited to: cleaning janitorial services (including trash and litter removal from sidewalks and grounds), weed abatement, safety equipment, cleaning and repair of landscape furniture including trash receptacles, utility boxes and benches, landscape maintenance including mowing, and snow removal, water lines, pavers, irrigation system; removal of graffiti, treatment of algae/water vegetation, flyers and handbills from the grounds; replacement of non-functioning lights and collection rents and fees from vendors on behalf of the Department;

- (B) The successful Firm will be expected to provide the services referenced above and herein at the following locations at the NCH:
- 1) Zone A is situated north and west of the Rock-N-Roll Hall of Fame and immediately north of Erieside Avenue. This area also includes the water basin area, Voinovich Park, NCH walkway and the East 9th Street Pier. (Refer to Exhibit E).
 - 2) Zone B is situated in the parking areas north of the Cleveland Brown's Stadium and only includes the walkway adjacent to the Steamship Mather and the two warehouses located on the property. The surface parking lot within the area **will not be subject to this contract** (Refer to Exhibit "E") The required level of service within this area is expected to be minimal and will likely only encompass minor repairs and periodic property inspections.
- (C) The successful Firm shall provide security guard services, including experienced labor, supervision, uniforms and equipment required for the security and safety of staff, visitors and property before, during and after such events and normal NCH operating hours which begin at 7:00 a.m. until midnight. These services include, but are not limited to the following:
- Regular patrols and ongoing communications with the Cleveland Police Department to prevent crime;
 - Ongoing contact with pedestrians to provide information, directions and other types of visitor assistance;
 - Safety escorts to accompany employees and visitors to their vehicles; and
 - Interaction with homeless to help direct individuals to services needed.
- (D) Assist in the development and implementation of annual upgrade and maintenance projects with appropriate budgets; and
- (E) The successful Firm shall also provide an accessible on-site grounds manager during normal operating hours of NCH. In the event that property management or maintenance services are required after hours the successful Firm will be required to mobilize and respond in a reasonable time frame and supply 24/7 contact information.
- (F) Implement and manage an all-inclusive, coordinated advertising and marketing program including development of promotions and media strategies and campaigns, public outreach activities and formulation of naming rights and merchandising strategies;
- (G) Provide design concepts, advertising slogans or themes, specialty promotional items, illustrations and original artwork and publications;
- (H) Provide placement of broadcast, print and web advertising;
- (I) Manage all aspects of selected events, including, but not limited to: selection of vendors/participating entities, collection of all fees and revenues associated with

each event and payment of expenses which may be made through a reimbursable arrangement with the City;

- (J) Coordinate with and oversee other events that have come through the City's Steering Committee to utilize NCH including, but not limited to: site walks, utility needs, load in/out coordination, etc...;
- (K) Collect, analyze and provide reporting data regarding the effectiveness of each event or as specified by the Department; and
- (L) Update, design and maintain area wide signage.

2.3 Standards of Property Management and Maintenance.

- (A) Identify normal and routine property management, cleaning, repair and maintenance projects and acquire any equipment necessary for the maintenance of the NCH. All repairs and maintenance will be performed by the successful Firm or approved sub-consultants. The City shall pay the successful Firm monthly for pre-approved maintenance and repair performed by it;
- (B) Responsible for providing all supplies, vehicles, equipment (e.g. power washers, gum busters, street sweepers/vacuums, scrubbing machines and the like), operating personnel, insurance, permits and licenses, and all other labor and material necessary or required for the adequate and continued performance of the contract;
- (C) Verify and ensure that environmentally sound cleaning products are used wherever practical; and
- (D) Responsible for collecting rents and fees from tenants of NCH on behalf of the Department.

2.4 Additional Services.

Proposals may also include information on additional services, not specifically requested in this RFP, that Firms believe augment the requested services and have the potential to generate exposure, gathering of data or knowledge, as well as cost saving or revenue generating ideas. The Director reserves the right to consider or reject all such additional services.

The award of the contract shall not indicate approval of any proposed additional services, including without limitation, any proposed additional compensation to the successful Firm. At its election, the City may refuse to agree to any such additional services, and in such event the successful Firm will be required to enter into a contract with the City within the time period set forth in Section 4.7 below.

3. GENERAL TERMS AND CONDITIONS OF THE CONTRACT

3.1 Term and Termination.

- (A) The term of the contract shall be for a term of up to one year (1) year with three (3) one-year options to renew.

- (B) 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, or unsatisfactory performance of services.
- (C) 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 City contracts.
- (D) 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.
- (E) The City may, at any time and in its sole discretion, without cause and upon one hundred twenty (120) 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.
- (F) 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 with the City.

3.2 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 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."
- 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 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 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.

3.3 Surety Bond/Letter of Credit.

The successful Firm shall furnish to the City a surety bond or an irrevocable letter of credit for a period of up to one (1) year in the form and amount deemed satisfactory to the City as security for each year of the contract term. Approval of the performance bond will be subject to approval of the City, which shall not be unreasonably withheld. Said bond or irrevocable letter of credit shall guarantee the performance by the successful Firm of all terms, covenants and agreements to be observed and performed by the successful Firm under the contract.

3.4 Exclusive Contract.

The rights and privileges granted the successful Firm will be exclusive.

4. GENERAL INFORMATION

4.1 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 6 of this RFP.
- (B) Firms are advised to carefully read and complete all information requested in the RFP. If the Firm's response to this RFP does not comply with the conditions for submittal, it shall be considered unacceptable by the City and may be rejected without further consideration.
- (C) The City wishes to promote the 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-useable materials. Materials should be in a format permitting easy removal and recycling of paper. A Firm 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, and the like. Do not submit any or a greater number of samples, attachments or documents not specifically requested.

4.2 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 requester for inspection and copying. Therefore, to protect trade secret or proprietary information, Firms 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 RFP. 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 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.

4.3 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 Statement. 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 Statement 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, successful Firms and subcontractors (Non-CSB/MBE/FBE and CSB/MBE/FBE) will be required to enter all payments, invoices and certified payroll (where applicable) associated with the contract into the PRISM monitoring system and the B2Gnow software system (canceled checks and invoices must be scanned and attached to the file).** 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 in 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.

4.4 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.

4.5 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 contractor 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. Contractors 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. Contractors 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 contractor affords all qualified employees and applicants for employment equal opportunities in the Contractor's recruitment, selection and advancement process.

4.6 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.

4.7 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.

4.8 Familiarity with Request for Proposal; Responsibility 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 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.

4.9 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	November 23, 2020
Pre-proposal Conference	December 4, 2020
Deadline for Inquiries	December 9, 2020
Written Response to Inquiries	December 11, 2020
Deadline for Proposals	December 16, 2020

4.10 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 **December 9, 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 proposal 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.**

Firms are invited to visit the NCH and personally inspect and investigate all circumstances, procedures, conditions and requirements affecting the contract.

The submission of a proposal shall be considered evidence that the Firm has satisfied itself relative to all conditions of this RFP and acknowledges that any failure by Firm to acquaint itself with all available information in this RFP, and with the circumstances and conditions at the Harbor, will not relieve the Firm from responsibility for properly determining the difficulty and costs of successfully performing the contract. Firm acknowledges that the City assumes no responsibility for any conclusions or interpretations made by the Firm on the basis of information made available by the City or the Department of Port Control.

5. QUALIFICATIONS

5.1 Minimum Qualifications.

- (A) Firms shall have five (5) or more years of continuous experience within the last ten (10) years in providing property management and/or maintenance and custodial services for outdoor facilities.
- (B) Firms shall have five (5) or more years of continuous experience within the last ten (10) years in the planning and management of special events relating to entertainment, community awareness, improved quality of life, for profit and non-profit and the like; preferably related experience with outdoor events.

- (C) Each Firm must 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 Firm at the NCH, Airport or elsewhere.
- (D) Firms must submit, with their proposal, three (3) written, verifiable references, dated within the last three months, from businesses familiar with the Firm's management of such responsibilities outlined in this RFP; providing positive recommendations for the Firm's performance under the contract to be awarded. The references should include the name and title of the contact person, e-mail address, telephone number and a brief description of the location and nature of the property and the maintenance, custodial services provided and event name, and a brief description of the event.
- (E) The individual, partnership, joint venture, corporation submitting a proposal, (or the officers or principals thereof) as presently constituted or existing from a business reorganization, or executive affiliation, must have the above minimum qualifications. If such requirements are not met Firm's proposal may be rejected. If Firm is a partnership or a joint venture, at least one of the general partners or one of the constituent members respectively must possess said minimum qualifications.
- (F) Firms must be authorized to conduct business in the State of Ohio, County of Cuyahoga and the City.

6. PROPOSAL CONTENT

The proposal submittal shall consist of the following documents in the sequence shown below. A set of tabs to identify each part of the proposal should be inserted to facilitate quick reference.

- (A) Cover Letter: Cover letter to identify the Firm and to state other general information that the Firm desires to include regarding the business/organization. At a minimum the cover letter must include the name, principal address, federal tax ID number, telephone number, facsimile number and e-mail address of the Firm.

If a corporation, state the full name and title of each of the corporate officers and their experience in the maintenance services arena. The state of incorporation is to be included. If the Firm is not an Ohio corporation, a statement advising whether or not the Firm is qualified to do business in the State of Ohio as a foreign corporation. A foreign corporation will be required to qualify to do business in the State of Ohio prior to the execution of a contract.

If the Firm is a sole proprietorship state the name of the individual doing business.

If a partnership, state the full name, address and other occupation, if any, of each partner; whether the partner is active or dormant; whether each partner is a general or limited partner; each partner's experience in the

industry and the proportionate share of the business owned by each partner.

If a joint venture, state the names of the Firms participating in the joint venture and the principal officers of each Firm; each officer's experience in planning and overseeing such events and the proportionate share of the joint venture owned by each joint venture partner.

- (C) Executive Summary: The executive summary should provide a clear and concise summary of Firm's background, level of expertise, direct relevant experience and ability to provide such services. The executive summary should make the Firm's case as the best candidate for the project. 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.
- (D) Exceptions: Firms shall include a list of exceptions to the requirements of the RFP, if any. The list shall identify the requirement, nature of the deviation and explanation. If there are no deviations or exceptions to any portion of this RFP, Firm shall state that on the "Exceptions" page. If no deviations or exceptions are identified and the City accepts the Firm's Proposal, Firm shall conform to all of the requirements contained in the RFP.
- (E) Experience: This section gives Firms the opportunity to discuss their industry experience and what defines them as a leader in their industry. Firm may include as much information in this section as is needed to differentiate its company and 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 and state the number of persons you currently employ in such operations; (iii) clearly state the total number of properties for which you have provided maintenance services within the last ten (10) years; (iv) clearly state the total number of properties for which you have provided event management services within the last ten (10) years; (v) give the name, location and date of all such contracts that have been terminated or canceled within the past ten (10) 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 contracts within the past ten (10) years.
- (F) 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. Briefly detail how the firm will approach this opportunity is a success. Please include, at a minimum your specific plans for addressing each area of responsibility identified in the Scope of Service - Section 2.2.
- (G) 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.
- (H) Key Staff: Provide resumes for the key individuals who will be responsible for managing and operating the marina, related assets and business lines.

Describe their roles and responsibilities, for each member, of the project team. Also describe each team member's contractual arrangement among the parties.

- (I) Budget: Provide a detailed projected pro forma operating budget for the term of the contract, inclusive of all items detailed in the previously referenced scope of services. Please submit in the format indicated in Exhibit D.
- (J) Insurance: Demonstrate that Firm has the ability to secure the insurance required in Section 3.2 of this RFP and specify the cost of obtaining each type of insurance. If the insurance is not in the form of a stand-alone policy for the location, explain how the cost is allocated to each location under the Firm's corporate umbrella policies (e.g. revenue, expense, manpower, etc.).
- (K) Financial Information: Firms shall include the following financial information: (i) balance sheet and income statement for the last two (2) fiscal years prepared in accordance with generally accepted accounting principals, reflecting the current cost/fee condition of the Firm. If a publicly held corporation, the Firm should provide in lieu of the foregoing: consolidated financial statements as submitted to the Securities and Exchange Commission ("SEC") on Form 10K, the most recent Form 10Q, and any Forms 8K filed with the SEC in the last twelve (12) months. Owners of closely held corporations must submit a personal cost/fee statement, current within three (3) months from date of submittal; (ii) ownership structure of the Firm; and (iii) provide three (3) bank and trade references.
- (L) CSB/MBE/FBE Participation: Firms shall submit the names of persons, subcontractors, joint ventures or others to be used in meeting CSB/MBE/FBE goals or requirements.
- (M) 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.
- (N) Additional Submittal Requirements: Firm shall complete, execute and return with its proposal the following documents, copies of which are attached to this RFP: (i) Notice to Bidders Schedules; (ii) Northern Ireland Fair Employment Practices Disclosure; (iii) Federal Taxpayer Identification; (iv) Affidavit; and (v) Non-Competitive Bid Contract Statement for Calendar Year 2020.

7. INQUIRIES

Interested parties may submit questions pertaining to the RFP. Questions must be submitted, in writing, to the Procurement Section of the Department of Port Control, 5300 Riverside Drive, P. O. Box 81009, Cleveland, Ohio 44181-0009 no later than **December 9, 2020**. The Department will post online, via an Addendum, the responses to all questions received. Questions may be submitted, via e-mail, to byohey@clevelandairport.com. 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.

8. DISQUALIFICATION OF FIRMS/PROPOSALS

The City does not intend, by this RFP, to prohibit or discourage submission of a proposal that is based upon the Firm's trade experience relative to the scope of work, services or product(s) described in this RFP or to proscribe the manner in which its services are to be performed or rendered. The City will not be obligated to accept, however, significant deviations from the work or services sought by this RFP, including terms inconsistent with or substantially varying from the services or the financial and operational requirements of the RFP, as determined solely by the City. The City reserves the right to reject any and all proposals or to waive and accept any deviation from this RFP or in any step of the proposal submission or evaluation process so as to approve the award of the contract considered to be in the City's best interest, as determined in the City's sole discretion.

Although the City prefers that each Firm submit only one proposal including all alternatives that the Firm desires the City to consider, it will accept proposals from different business entities or combinations having one or more members in interest in common with another Firm. The City may reject one or more proposals if it has reason to believe that Firms have colluded to conceal the interest of one or more parties in a proposal, and will not consider a future proposal from a participant in the collusion. In addition, the City will not accept a proposal from or approve a contract to any Firm that is in default as surety or otherwise upon an obligation to the City or has failed to perform faithfully any previous contract with the City, or is currently in default under any contract with the City.

The City reserves the right to reject any or all proposals. Failure by a Firm to respond thoroughly and completely to all information and document requests in this RFP may result in rejection of its proposal. Further, the City reserves the right to independently investigate the cost/fee status, qualifications, experience and performance history of a Firm.

The City reserves the right to cancel the approval or authorization of a contract award, with or without cause, at any time before its execution of a contract and to later enter into a contract that deviates from the provisions contained in this RFP, if agreed to by another Firm.

9. EVALUATION OF PROPOSALS

The City department/division issuing this RFP will evaluate each proposal submitted. The Department will present its recommendations to the City Board of Control ("Board"). The Board may, but shall not be obligated to, entertain formal presentations. The City will only consider proposals 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 Firms 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; two percent (2%) of the total points awarded for a proposal that utilizes environmentally friendly vehicles/equipment provided that the maximum total Evaluation Credit applied shall not

exceed six percent (6%). 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 Firm or the contract executed based on the proposal. As used herein "Local Producer" and "Local Sustainable Business" are defined in City Ordinance No. 1660-A-09 (Refer to **Exhibit "C"**).

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) Experience
(Selection rating up to 30 points)

- (B) Project Approach
(Selection rating up to 30 points)

- (C) Management Approach
(Selection rating up to 25 points)

- (D) Key Staff
(Selection rating up to 15 points)

- (E) CSB/MBE/FBE Participation: Firms shall submit the names of persons, subcontractors, joint ventures or others to be used in meeting CSB/MBE/FBE rules or requirements in Part 6 (J).
(Pass/Fail)

10. 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 review will be 50% of the Proposal's 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 Proposals score, with the lowest price having the highest total of these combined. The winning Proposal will be the highest total of these combined rankings. In case of a tie score, the Proposal with the highest score in the Qualifications review will be the selected Firm.