



# Request for Proposal

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**Cleveland Hopkins International Airport  
Burke Lakefront Airport**

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**On –Call Appraisal Services**

**Issued: August 27, 2020**

**Department of Port Control  
Cleveland Hopkins International Airport  
5300 Riverside Drive  
P.O. Box 81009  
Cleveland, Ohio 44181-0009  
Phone: 216-265-2693**

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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

### **EXHIBITS:**

Exhibit "A" - Sub-contractor Addition and Substitution Policy  
Exhibit "B" - Local Producer/Local Sustainable Business Ordinance  
Exhibit "C" – Mandatory FAA Information  
Exhibit "D" – Department of Port Control Specifications  
Exhibit "E" – Fee Table

## INTRODUCTION

The City of Cleveland ("City"), owner and operator of Cleveland Hopkins International Airport ("CLE"), Burke Lakefront Airport ("BKL") (collectively "Airports") and the North Coast Harbor ("Harbor"), through its Director of the Department of Port Control ("Director"), invites written Proposals from firms that have requisite, demonstrable competence and experience in providing professional services necessary to appraise real and/or personal property, rights of way and/or easements as required by the various divisions of the Department of Port Control ("Department"). 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 appraisal services required.

A non-mandatory pre-proposal meeting will be held, on **Thursday, September 10, 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 132 680 8666.** At that time, interested parties may ask questions pertaining to this Request for Proposal ("RFP"). For reasons of security, those planning to attend the pre-proposal conference must register by 4:00 p.m. on Tuesday, September 8, 2020, by e-mail to [smuia@clevelandairport.com](mailto:smuia@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. Consultants are encouraged to attend the conference although attendance is not mandatory.

Each Consultant shall submit seven (7) complete Proposals, consisting of one (1) unbound original, five (5) identical bound copies and one (1) digital copy in either Microsoft Word (.doc/.docx) or Adobe Acrobat (.pdf) format, to the Department no later than **4:00 p.m. local time on Tuesday, October 6, 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 to the address below and must be identified on the outside of the envelope(s) as: **Proposals – On-Call Appraisal Services.**

Cleveland Airport System  
Department of Port Control  
Administrative Offices  
5300 Riverside Drive  
P. O. Box 81009  
Cleveland, Ohio 44181-0009  
Attention: Sharri Muia, Contracts & Procurement Manager

Firms may also elect to submit their Proposal electronically. Please send the electronic Proposal submission to [airportprocurement@clevelandairport.com](mailto:airportprocurement@clevelandairport.com). All electronic submissions must be received no later than **4:00 p.m. local time on Tuesday, October 6, 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 herein.

The 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/RFP>

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

**NOTE: In an effort to comply with the City of Cleveland's green initiatives, the Department will advertise all 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 a Request for Proposal or Request for Qualifications for all projects.**

All future documentation, including addenda, response to questions, schedule changes, and additional requirements, for the On-Call Appraisal 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 Sharri Muia via e-mail: [smuia@clevelandairport.com](mailto:smuia@clevelandairport.com) as confirmation of receipt and interest.

## **1. BACKGROUND**

The City invites Proposals, from qualified firms, with demonstrated experience in the professional services necessary to appraise real and/or personal property, rights of way and/or easements, as required by the various divisions of the Department.

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 Scope of Services.

The Department seeks an experienced real estate consultant that can provide appraisal services, which are both limited and customary, for both on and off-airport properties, in association with the needs for the Airports and the Harbor. 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 City has established the following scope of services to be provided by the successful Consultant. 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 procurement process; (ii) incorporate any City requirements adopted after the publication of this RFP; and (iii) incorporate any other changes it deems necessary.

No minimum amount of work is guaranteed, to the successful Consultant, under this contract, but each task assignment will contain work for the Airports and/or the Harbor. The assignments may include work related to federal and state guidelines, Federal Aviation Administration ("FAA") obligations and requirements, and Department necessity. Necessary experience and knowledge of airport projects, the FAA and governmental agency rules and regulations is required. Tasks may include, but are not limited to, any of the following:

- (a) The selected Consultant will, on an on-call basis, be expected to provide consulting services and perform appraisals including, but not limited to, determining the fair market rental value and/or market value of vacant land, improved properties, easements, conservation easements and right-of-ways.
- (b) Appraisals must comply with the Uniform Standards of Professional Appraisal Practice, as adopted by the Appraisal Standards Board of the Appraisal Foundation, and other such standards adopted by the Real Estate Appraiser Board, to the extent that those standards do not conflict with applicable federal standards in connection with federally related transactions.
- (c) Appraisals must be in compliance with the applicable standards prescribed by the Board of Governors of the Federal Reserve System, the Federal Deposit Insurance Corporation, the Comptroller of the Currency, the Office of Thrift Supervision, the National Credit Union Administration, and the Resolution Trust Corporation in connection with federally related transactions under the jurisdiction of the applicable agency or instrumentality.
- (d) Appraisals must meet all current requirements, of the FAA, pertaining to appraisals. It is the responsibility, of the Consultant, to ascertain the requirements contained in applicable FAA orders and circulars and to fully comply with those requirements.
- (e) Appraisals must be performed within the scope of Consultant's certification.
- (f) At the time of the appraisal, Consultant must be a disinterested and unbiased third party to the transaction contemplated.

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.

## 2.2 Deliverables.

The City has established the following list, which includes items that the Consultant 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. Attend briefings with the Director, executive staff, and other Department staff, as requested.
- B. Provide responses to questions or issues, which may be raised by FAA representatives, during project reviews and audits.
- C. Provide progress reports, including project schedule updates, as deemed necessary by the Department, in hard copy and electronically (Microsoft or other preapproved formats).
- D. Provide two (2) hard copies, in addition to an electronic copy, of each completed appraisal, including a detailed summary. Additional copies may be requested on an as-needed basis.
- E. The Successful Consultant 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 Consultant to perform additional work.
- F. No work performed, on behalf of the Department, may be used for other clients or potential clients, of the successful Consultant, without prior written approval from the Department's Project Manager.

#### 2.3 Additional Service As May Be Required.

The selected firm must include, as part of its key personnel, for this contract, (Refer to Section 6 E - below), at least one individual which is qualified to be deemed an "expert" in the field of conducting appraisals, for legal purposes. This individual must be able to participate as an expert, by testifying or otherwise, in any legal, administrative or other proceeding, pertaining to the transaction, which is the subject of the appraisal, or in any internal Department preparatory meetings, for any such proceeding(s).

#### 2.4 Optional Scope of Services.

The Department reserves the right to add related services, as needed. Pricing for such services will be based upon unit pricing submitted for similar services (e.g. appraisal reviews, parcel appraisals etc.).

### **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 firm 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 proposed contract shall be for a period of one (1) year with three (3) one year options to renew, exercisable by the Director of the Department.
- C. The City may terminate the contract, at any time, for cause, upon failure to perform in a manner satisfactory to the Director, 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 Director shall, in the sole exercise of his business judgment, determine whether the service, or any part thereof, is being performed in an unsatisfactory manner.
- 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 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 the successful Firm shall make no claim for payment of damages or of any cost or expense incurred in connection therewith.
- F. 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.
- G. The contract, to be awarded, under this RFP shall be a 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.

### 3.2 Subcontractors/Subconsultants.

Clearly indicate the specific tasks, or areas of expertise, that are subcontracted, and to what entities. Experience cited, for proposed subcontractors, shall demonstrate proficiency in the services proposed for this contract. If the 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, with this specialty, be provided with the list of subcontractors intended to be part of the Firm's project team. Adding subcontractors later, into the project, will require the City's Board of Control approval and, depending on

the specialty, may stop progress on the project. Subcontractors not approved, by the Board of Control, are not permitted to work, on the Project, in any aspect.

### 3.3 Financial Proposal.

Firm should submit its fee proposal, for all its services, in a separately sealed envelope, clearly marked on the outside. Firms must provide their fee proposal, utilizing the Fee Table in **Exhibit E**. 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.

### 3.4 Americans with Disabilities Act.

Selected Proposer shall be required to submit a statement indicating compliance with the Americans with Disabilities Act ("ADA"), Public Law 101-336, including: (i) actions taken to comply with ADA at the Airport Facilities; (ii) information regarding lawsuits or complaints filed against the selected Proposer pursuant to the ADA; and (iii) plans for future actions to enhance both ADA mandated and voluntary accessibility.

### 3.5 Insurance.

The selected Firm, at its own 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 One Million Dollars (\$1,000,000.00) 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 and the Department 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. 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. 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 submittal 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 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-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 than 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, 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 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 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.

#### 4.3 Supplemental Information.

The City may require a 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.

#### 4.4 Cleveland Area Small Business, Minority, and Female Business Enterprise ("CSB, MBE and FBE") Participation.

Prospective Consultants are advised that in order to enter into a contract with the City, for providing the services outlined in this RFP, the successful Consultant must be determined to be in compliance with policies and procedures of the City's Office of Equal Opportunity ("OEO"). Accordingly, prospective Consultants 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 Office of Equal Opportunity for evaluation. The Successful Consultant will be required to submit to the City's Office of Equal Opportunity a comprehensive workforce

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 Proposal 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, 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 sealed Proposal, will be considered the subcontractors that you will use if the contract is 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. Consultants 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 Office of Equal Opportunity throughout the duration of the contract. The successful Consultant will be responsible for providing the City's Office of Equal Opportunity with any and all information necessary to facilitate this monitoring, including subcontractor agreements, invoices and canceled checks. Successful Consultants, performing on CLE projects, have a dual reporting requirement. Successful Consultants will be required to provide subcontractor agreements to the Emerging Business Enterprise Development Office.

Additionally, successful Consultants and subcontractors (Non-CSB/MBE/FBE and CSB/MBE/FBE) will be required to enter all payments and invoice information associated with the contract into the PRISM monitoring system (canceled checks and invoices must be scanned and attached to the file). Successful Consultants and subcontractors will also be required to enter all payments, invoices and certified payrolls (where applicable) into the B2Gnow software.

If the successful Consultant fails to fulfill the CSB participation percentages set forth in this RFP, the successful Consultant 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 regards to either the City's Office of Equal Opportunity's requirements and/or its other contracting goals, please contact the Office of Equal Opportunity at (216) 664-4152.

The successful Consultant 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 Consultant shall comply with all terms, conditions, and requirements imposed on a "contractor" in the Equal Opportunities Clause, Section 187.22 of the Codified Ordinances.

#### 4.5 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 CLE. This may include a nominal fee up to Three Hundred Dollars (\$300.00) at the Director's discretion.

#### 4.6 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 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 OEO 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.

4.7 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.

4.8 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.

4.9 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 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.

4.10 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	August 27, 2020
Pre-proposal Conference	September 10, 2020
Deadline for Inquiries	September 17, 2020
Written Response to Inquiries	September 22, 2020
Deadline for Proposal	October 6, 2020

#### 4.11 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 September 17, 2020. Requests for clarification or interpretation may be submitted via e-mail to [smuia@clevelandairport.com](mailto:smuia@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.

### 5. QUALIFICATIONS FOR PROPOSAL

#### 5.1 Minimum Qualifications.

Each Consultant, 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 Consultant is a partnership or a joint venture, at least one general partner or constituent member must meet the requirements. Each Consultant must:

1. Provide evidence that it has a minimum of five (5) continuous years of experience, in the last seven (7) years, in performing appraisal services for public agencies.
2. Have previous experience in performing appraisals, including appraisals to determine the fair market rental value and/or market value of vacant land, improved properties, easements, conservation easement and rights-of-ways for other airports; or employ a designated staff member with airport experience. The designated staff member should have any required licenses and/or certification.
3. 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 CLE or elsewhere.
4. Be authorized to conduct business in the State of Ohio, County of Cuyahoga and the City of Cleveland.

### 6. 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 firm and state other general information that the Consultant desires to include regarding the Consultant'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 and telephone number of the Consultant.
- B. Executive Summary: The executive summary should provide a clear and concise summary of Consultant's background, level of expertise, direct relevant experience and ability. The executive summary should make the Consultant's case as the best candidate for providing appraisal services to the Department. Consultants 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 Consultants 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, at a minimum, the following information: (i) clearly communicate how you meet or exceed the minimum qualifications; (ii) list relevant recent experience for each firm, on the consultant team, as it relates to providing appraisal services to medium or large airports. The list should be limited to no more than seven (7) projects for the prime participant and no more than five (5) projects for each subconsultant. Provide information regarding projects this Consultant team has previously worked on together and length of partnering; (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 Consultant within the past three (3) years; and (iv) give the names and addresses of at least three (3) references as to Consultant's 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 the consulting opportunity for the Department, including those factors that are critical to making the opportunity a success. Firms must provide a detailed discussion of how firm will approach this opportunity to ensure that the Department's goals and objectives will be realized. The Proposal should also identify and discuss key issues impacting the services as defined in this RFP and the Airports as well as discuss methods/models that would address key issues.
- E. Key Staff: Consultants 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 (10) 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 Consultant 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 Consultant shall promptly offer a replacement with equal ability and qualifications for the Department's approval. The successful Consultant shall be responsible for any costs arising from the action of the Department relative to this requested action.
  5. Any member of the successful Consultant'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 CLE regulations and policy regarding access to certain CLE 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 Airports, for this contract, should also be included.
- G. Work Product Samples: Firms are to submit a case history which demonstrates their ability to perform appraisal services. The sample must have been developed within the past three (3) years. In addition, provide examples and discuss in narrative the firm's capacity to produce quality materials in written, graphic and pictorial form.
- H. 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. A list with the firm(s) location shall be included in the submittal

along with an estimate of anticipated percentage of work to be subcontracted to CSB/MBE/FBE and Non CSB/MBE/FBE proposed sub-consultants.

- I. Financial Offer: The Proposer shall complete and submit the Fee Table found in Exhibit "E". **Failure to complete and submit this Fee Table may result in rejection of its Proposal.**
- J. Affidavit: Firms 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.
- K. 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.
- L. Additional Submittal Requirements: Firms 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) Request for Taxpayer Identification Number and Certification; (iii) Affidavit; and (iv) Non-Competitive Bid Contract Statement for Calendar Year 2020.
- M. Environmental Sustainability: Describe how the proposed services/project/solution incorporate environmental sustainability.
- N. Insurance Coverage: Demonstrate that Firm has the ability to secure the insurance required in Section 3.5 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 Proposer's corporate umbrella policies (e.g. revenue, expense, manpower, etc.).
- O. 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.

## **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 4:00 pm September 17, 2020. The Department will post online, via Addendum, responses to all questions received. Questions may be submitted via e-mail to [smuia@clevelandairport.com](mailto:smuia@clevelandairport.com). Verbal responses given by representatives of the City at any time may not be relied upon by the Consultant in submitting its Proposal or in the performance of its obligations under the RFP.

## **8. INTERPRETATION OF REQUEST FOR PROPOSAL DOCUMENT**

- (a) If any prospective firm finds discrepancies or omissions or 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 Department, Cleveland Airport System, 5300 Riverside Drive, P. O. Box 81009, Cleveland, Ohio 44181-0009 no later than September 17, 2020. Requests for clarification or interpretation may be submitted via e-mail to [smuia@clevelandairport.com](mailto:smuia@clevelandairport.com).
- (b) The City is not responsible for any explanation, clarification, interpretation, representation or approval made or given in any manner except by written addendum. The Department will post online, via Addendum, responses to all questions received. Any addenda so issued are to be considered a part of this RFP as if initially contained herein.
- (c) The agreement to be awarded hereunder is a contract and 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 Consultant shall comply with all terms, conditions and requirements imposed on a "contractor" in the Equal Opportunities Clause, Section 187.11 of the Codified Ordinances.

## **9. DISQUALIFICATION OF CONSULTANT/ PROPOSAL**

The City does not intend, by this RFP, to prohibit or discourage submission of a Proposal that is based upon Consultant'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 Consultant submit only one Proposal, including all alternatives to the Proposal, that the Consultant 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 Consultant. The City may reject one or more Proposals if it has reason to believe that Consultants 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 Consultant 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 Consultant, 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 financial status, qualifications, experience and performance history of a Consultant.

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 Consultant.

## **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. The Board of Control 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 Consultants meeting the minimum requirements.

CLE 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"** attached hereto).

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 Consultant. Instead, the rating reflects the City's best attempt to quantify each Consultant's ability to provide the services set forth in the contract and to meet the specific conditions and criteria included in this Request for Proposal.

1. Qualifications/Experience. (Rating up to 30 points)
2. Project Approach. (Rating up to 20 points)
3. Key Staff. (Rating up to 20 points)

4. Management Approach. (Rating up to 15 points)
5. Work Product Sample. (Rating up to 15 points)
6. CSB/MBE/FBE Participation: Firms shall submit the names of persons, subcontractors, joint ventures or others to be used in meeting DBE/SBE goals. (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 review will be 50% of the Proposer'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 Proposer's 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 review will be the selected Firm.