



# Request for Qualifications

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## **Cleveland Hopkins International Airport Operation & Maintenance General Engineering Services**

**Issued: November 7, 2022**

**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 2022
- Office of Compliance and Inclusion Documents

**EXHIBITS:**

- Exhibit "A" Sub-contractor Addition and Substitution Policy
- Exhibit "B" Local Producer/Local Sustainable Business Ordinance
- Exhibit "C" Federal Aviation Administration ("FAA") Contract Provisions
- Exhibit "D" Department of Port Control Specifications

## INTRODUCTION

The City of Cleveland ("City"), owner and operator of Cleveland Hopkins International Airport ("CLE") and Burke Lakefront Airport ("BKL") (collectively "Airports"), through its Director of the Department of Port Control ("Director"), invites written Statements of Qualifications ("Statements") from firms that have requisite, demonstrable competence and experience in architectural and engineering services (the "Project"). 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 architectural and engineering services required.

A pre-qualification conference will be held on **Wednesday, November 16, 2022, at 10 o'clock local time, via WebEx Meeting. To call into the meeting call 1-415-655-0002 and the access code is 2635 229 9540.** At that time, interested parties may ask questions pertaining to this Request for Qualifications ("RFQ"). Those planning to attend the pre-qualification conference must register by Tuesday, November 15, 2022, 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 Statements, 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 City no later than 4:00 p.m. local time on **Tuesday, December 20, 2022.** No Statements shall be accepted after that time unless such date or time is extended pursuant to a written addendum issued by the City.

Sealed Statements may be mailed to the address below and must be identified on the outside of the envelope(s) as: **Statement of Qualifications – Operations & Maintenance General Engineering 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 Statement electronically. Please send the electronic Statement 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, December 20, 2022.**

The Director reserves the right to reject all Statements or portions of any or all Statements, 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 of Port Control ("Department") has instituted a program whereby interested parties may receive this RFQ 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 RFQ:

<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 future Requests for Proposals and Requests for Qualifications on the websites listed above together with all supporting documentation. A Letter of Invitation will be released as notification of the publication of Request for Proposal or Request for Qualifications for future projects.**

All future documentation including addenda, response to questions, schedule changes, additional requirements for the General Engineering Services RFQ 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 Project includes providing architectural and engineering support services, program management services and to serve as a consultant, to the Department, in connection with various engineering projects at the Airports.

The Consultant services will mainly be associated with Airport projects and will include, but not be limited to, the following areas: Civil Engineering; Architectural Engineering; Sanitary Engineering; Soils/Foundation Engineering; Structural Engineering; Mechanical Engineering (heating, ventilation, air conditioning, plumbing, fire protection and power plant); Electrical Engineering (power, circuits/control and telecommunications); Pavement Engineering; Quality Control Testing; Surveying; Traffic Engineering; Environmental; Construction Inspection and Reporting; Cost Estimating; Graphics and Renderings/Models/Photography; Contract Administration and related architectural and engineering design services.

Statements shall consist of a maximum of forty (40) one-sided pages exclusive of the additional submittal requirements and divider tabs. All required information shall be inclusive.

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

## **2. SCOPE OF SERVICES**

### 2.1 General Scope.

The Department seeks professional engineering services in support of the Department's goals. 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.

Task assignments will contain work for CLE and BKL airports. The assignments will include work related to federal and state guidelines, Federal Aviation Administration ("FAA") obligations and requirements, and the Department's 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:

#### Airfield Projects

- Studies, evaluations, and rehabilitation of runway and taxiway pavements;
- FAA NAVAID systems;
- Design and construction projects;
- Typical operations and maintenance airfield projects (e.g., pavements, markings, signs); and
- Various utility projects (e.g., sanitary, sewer, electrical).

#### Landside Projects

- Roadway infrastructure (pavements, utilities, curbs, pavement markings);
- Lighting and associated appurtenances;
- Structural, mechanical, and electrical analysis of existing and new infrastructure;
- Directional signs;
- Utility studies (e.g., sanitary, sewer, electrical);
- Parking lots and garage evaluation and rehabilitation;
- Cargo building operation and infrastructure; and
- Building roof evaluations.

#### Terminal Projects

- Ticketing level;
- Concourses and gate areas;
- Baggage claim and hold areas;
- Various utility studies (e.g., sanitary, sewer, electrical);
- Wayfinding signs; and
- ADA compliance.

Other tasks may include, but are not limited to: design and construction support services related to environmental studies; plan and submittal reviews; third party consultation; technical support; mapping services (including research and reviews); program management; project administration; design reviews and other engineering analyses, as required, and the Consultant shall be ready to assist as extension to the Department staff.

The Consultant shall be able to provide the Department with any required tools and resources that allow the Department's staff to review and evaluate Consultant's submittals. These tools may include applicable documents and references that support such submittals and related calculations. The Consultant shall be able to provide the necessary knowledge to use required tools in the evaluation process.

Any and all work to be performed, under this contract, and any and all work to be billed for, by the selected Consultant(s), will be detailed and approved in a task order prior to the beginning of the task.

The scope, of the contract, shall encompass the defined scope of work. This RFQ 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. Please refer to Section 2.2 - Scope of Services and Section 7C - Qualifications/Experience for more details regarding project services and preferred qualifications and experience.

## 2.2 Scope of Services.

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 qualification process; (ii) incorporate any City requirements adopted after the publication of this RFQ; and (iii) incorporate any other changes it deems necessary.

The Scope of Services is intended to provide a general overview of the project scope. It provides a planning level description of the project. The scope is intended to provide the Consultant with an understanding of the limits of design and consulting services. The scope is not intended to wholly encompass specific statements of the Consultant requirements. For this reason, the Consultant shall provide evaluation, design and related services to review, modify (as required) and implement the intent of the scope. These services shall also include all disciplines, and the work product developed by these disciplines, whether identified or not, which are required to implement the improvements discussed in the scope. The Consultant shall be responsible to evaluate all recommendations and calculations presented in the scope, as necessary, during the course of the Preliminary Design and Detailed Design Tasks.

## DESCRIPTION OF PROJECTS

As determined by the Department, individual projects will be defined prior to presentation to the Consultant. A task order will be prepared for each project indicating a list of tasks and services to be completed by the Consultant.

In addition to the services specified in Section 2.1, the specific services listed below are additional areas of work that may be required from the Consultant:

- Conceptual planning;
- Feasibility studies;

- Environmental studies;
- Architectural designs;
- Design drawings review and approval;
- Shop drawing review;
- Drafting (CAD);
- Preparation of working drawings;
- Construction cost estimation;
- Contract document and specification preparation;
- Bid analysis; and
- Quality Assurance, Quality Control, Testing and Inspection to ensure compliance with federal, state, and local requirements (FAA, ODOT, OEPA).

### **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 RFQ. The Department reserves the right to award more than one contract, using the criteria defined in this RFQ, if, in the Department's judgment, there is more than one qualified firm to fulfill the commitments.
- B. The term of the contract shall be for a period of one (1) year with three (3) one-year options exercisable by the Director of Port Control.
- C. The City may terminate the contract at any time for cause upon failure to perform in a manner satisfactory to the City after the successful Consultant has received written notice as provided in the contract. Such written notice may specify, among other matters, bankruptcy, unsatisfactory adherence to schedules, unsatisfactory performance of services, unsatisfactory operating practices or unsatisfactory equipment and failure to comply with other provisions of the contract. The City shall, in the sole exercise of its business judgment, determine whether the service or any part thereof, is being performed in an unsatisfactory manner.
- D. If at any time during review or audit of the successful Consultant and its DBE/SBE subcontractors the City determines that the successful Consultant and its DBE/SBE subcontractors are not functioning in good faith, the successful Consultant must submit a corrective action plan within five (5) 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 Consultant does not meet the provisions of the corrective action plan and the City continues to find the successful Consultant and its DBE/SBE subcontractors not to be functioning in good faith or in non-compliance with the nondiscrimination provisions of this contract the City shall impose such sanctions as it may determine to be appropriate, including but not limited to (i) cancellation, termination or

suspension of the contract or (ii) suspension from participation in future CLE contracts.

- E. The City may terminate the contract for cause and without any prior notice should the successful Consultant fail to maintain any licenses or permits as required by the contract or fail to adhere to the City's and/or Department's applicable rules and regulations.
- F. The City may, at any time and in its sole discretion, without cause and upon thirty (30) calendar days' written notice, discontinue the contract entirely. Such discontinuance of the contract by the City shall not constitute a breach of the contract by the City and the City shall have no obligation or liability whatsoever; and successful Consultant shall make no claim for payment of damages or of any cost or expense incurred in connection therewith.
- G. Failure of the successful Consultant to strictly enforce a subcontract agreement with any of its subcontractors shall be considered a default by the successful Consultant and grounds for termination of its contract.
- H. By submitting a Statement in response to this RFQ, a Consultant 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 RFQ.
- I. The contract to be awarded under this RFQ 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 Consultant in performing such services.
- J. Any member of the Consultant 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 FAA or the Transportation Security Agency. Adherence to all federal/state laws and regulations, and airport regulations and policy, regarding access to certain airport areas is a requirement of these Contracts. Failure to comply with appropriate security requirements may be grounds for loss of security access and/or Contract termination.
- K. Consultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of United States Department of Transportation assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the

termination of this contract or such other remedy as the Department deems appropriate.

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

### 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/subconsultants shall demonstrate proficiency in the services proposed for this contract. If the Consultant has doubt as to whether an area or field of expertise may potentially be used on the project, then strongly encouraged is a subcontractor/subconsultant with this specialty be provided with the list of subcontractors/subconsultants intended to be part of the Consultant's project team. Adding subcontractors/subconsultants 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/subconsultants not approved by the Board of Control will not be allowed to work on the Project in any aspect.

### 3.3 Insurance.

Insurance Contractor shall, at its expense and at all times during the performance of services, 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 Proposer, 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 insurance 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 Designer as an 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 Contractor, the City and the Designer as their interest may appear, for any one incident; and (4) 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 Contractor 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 Contractor shall be increased to a limit of not less than Ten Million Dollars (\$10,000,000.00), covering the successful Contractor and the City as their interest may appear, for each occurrence.

- a. 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 Contractor is directly or indirectly exercising physical control by reasons of the work to be performed.
  - b. Contractor may utilize Excess or Umbrella coverage to satisfy limit requirements as long as those policy 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 Contractor 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 Contractor 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 Contractor 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 Contractor shall save the City harmless from any and all liability from or under said act.
- E. The successful Contractor shall take out and maintain in the name of the City of Cleveland as owner, and himself as Contractor, all builder's risk insurance in an amount equal to one hundred percent (100%) of his construction contract.
- F. Successful Contractor 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 such as Garage Keepers and the like 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 contractor shall name the City of Cleveland and the Department of Port Control as an additional insured on their General Liability and Auto policies.
- L. All policies shall contain a waiver of subrogation wherein the insurer(s) waives all rights of recovery against the City of Cleveland and Department of Port Control. All policies shall be primary and non-contributory.
- M. Contractor 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 Contractor 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 Contractor or his subcontractors. All insurance shall be carried without interruption to the end of the guarantee period.

**4. PROJECT SCHEDULE AND DELIVERABLES**

4.1 Deliverables.

The City has established the following list, which includes items that the 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. Within one week after receipt of a written Notice To Proceed, issued by the Department, the successful Consultant shall be prepared to begin work covered by the contract and shall execute the work to be performed as-required to the Department's satisfaction and in accordance with the tasks specified, unless otherwise directed by the Department.
- B. All work performed by the Consultant shall be under the direction of the Department's Project Manager.
- C. At all meetings, between the Department and the Consultant, held in connection with the project, the Consultant shall take minutes of all topics discussed and depositions or conclusions reached. Within one (1) week, the Consultant shall prepare a formal set of meeting minutes and submit same to the Department's Project Manager for approval. The Consultant will conduct weekly progress meetings, with the Department, to brief representatives on the progress of the work and any problems or issues affecting the completion of the task.
- D. All pertinent telephone conversations between the Department and the successful Consultant, relative to instructions and/or authorizations, must be confirmed in writing by the successful Consultant and submitted to the Project Manager for written approval.
- 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. The successful Consultant's staff shall be available with no more than two (2) business days' notice to attend meetings or make presentations at the request of the Department's Project Manager. The successful Consultant may be called upon to provide maps, drawings, audiovisual displays and similar material for such meetings.
- G. Copies of all appropriate written correspondence between the successful Consultant and any party pertaining specifically to any project shall be provided to the Department's Project Manager within one week of the receipt or sending of such correspondence.
- H. All other correspondence shall be turned over to the Department after completion of the project. The successful Consultant shall provide to the Department, on a monthly basis, progress reports, which describe the work performed on each work element, problems encountered, man hours expended by each member of the team and the total dollar expenditure on the project by work element during the reporting

period. Progress reports shall be delivered to the Department's Project Manager within one week of the monthly reporting period and shall be attached to the invoices when submitted for payment.

- I. No work performed on behalf of the Department may be used for other clients or potential clients of the successful Consultant without prior written approval from the Department's Project Manager.
- J. Successful Consultant must attend briefings with the Director, executive staff, Project Engineer/Manager and other Department staff as requested. The successful Consultant will also be expected to provide briefings to the Director or his designated representative regarding any issues which arise during the conduct of the work.
- K. Successful Consultant shall provide responses to questions or issues which may be raised by FAA representatives during project reviews and audits.
- L. Successful Consultant shall provide progress reports, including work accomplished; tasks yet to be accomplished; any issues which have arisen which need the Department's assistance in order to obtain resolution and a description of the percentage of the work completed, in hard copy and electronically (in Microsoft or other pre-approved format).
- M. Provide a minimum of three (3) hard copies and three (3) electronic copies on CD-ROM of each completed work product, including a detailed executive summary. Additional copies may be requested on an as-needed basis.

## **5. GENERAL INFORMATION**

### 5.1 Submission of Statement.

- A. Each Consultant shall provide all information requested by the City in this RFQ. Consultants must organize their packages to address each of the elements outlined and in the same order listed in Section 7 of this RFQ.
- B. Consultants are advised to carefully read and complete all information requested in the RFQ. If the Consultant's response to this RFQ 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 Statements 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 Consultant should, to the extent possible, use products consisting of or containing recycled content in its Statement 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.

### 5.2 City's Rights and Requirements.

- A. Under the laws of the State of Ohio, all parts of a statement, 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 Consultant should clearly mark each page, but only that page, of its Statement that contains that information. The City will notify the Consultant if such information in its Statement is requested, but cannot, however, guarantee the confidentiality of any proprietary or otherwise sensitive information in or with the Statement. Blanket marking of the entire Statement as "proprietary" or "trade secret" will not protect an entire Statement and is not acceptable.
- B. The Director, at his sole discretion, may require any Consultant to augment or supplement its Statement or to meet with the City's designated representatives for interview or presentation to further describe the Consultant'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 Statement that is incomplete or unresponsive to the requests or requirements of this RFQ. The City reserves the right to reject any or all Statements and to waive and accept any informality or discrepancy in the Statement or the process as may be in the City's best interest.
- D. All Statements 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 Statement submission ("Statement Expiration Date"). Until the Statement Expiration Date, Consultant agrees that its Statement shall remain in effect, as submitted, and subject to selection by the City.

### 5.3 Supplemental Information.

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

#### 5.4 Disadvantage Business Enterprise Program Participation.

In accordance with the regulations of the United States Department of Transportation, 49 CFR, Part 26, the City of Cleveland, Department of Port Control has implemented a Disadvantaged Business Enterprise Program ("DBE"). This program applies to all projects that are federally funded, in whole or in part. The objectives of the DBE program are to ensure nondiscrimination in the award and administration of United States Department of Transportation assisted contracts, and assist in the development of small businesses owned by socially and economically disadvantaged individuals that have been certified by the Ohio Uniform Certification Program and/or the Ohio Department of Transportation.

In accordance with 49 CFR Part 26.39, Fostering Small Business Participation, the Department received approval, in 2012, from the FAA for the addition of the Small Business Enterprise ("SBE") element to its DBE and Airport Concessions Disadvantaged Business Enterprise ("ACDBE") programs. The Airport is including this SBE element to facilitate competition by expanding opportunities for small businesses. The Airport is committed to taking all reasonable steps to eliminate obstacles to small businesses that may preclude their participation in procurements as prime contractors/consultants or subcontractors/sub-consultants.

A **DBE Goal of 17% and a SBE goal of 5%** have been established for this Project. DBE participation may be in the form of one or more joint ventures, partnerships, subcontracts or other legal arrangements meeting the eligibility standards in 49 CFR Part 26.

The selected Consultant will be required to submit information concerning the DBE/SBE firm(s) that will participate in this Project including the name and address of each Consultant, the estimated annual gross receipts to be earned by each named Consultant, a description of the legal arrangements to be utilized and the total overall estimated annual gross receipts to be earned.

If a Consultant is unable to achieve the DBE/SBE goals stated herein it will be required to provide documentation in its Statement demonstrating that it took all necessary and reasonable steps in attempting to do so, or that it is not economically feasible at this time to enter into either a joint venture, partnership, subcontract or other eligible arrangement with a DBE firm.

The selected Consultant will be required to comply with the Department's DBE/SBE Program for the entire term of the contract.

Updated DBE Unified Certification Program ("UCP") directory can be obtained at the Ohio Department of Transportation's UCP website at:

<http://www.dot.state.oh.us/Divisions/ODI/SDBE/Pages/DBE-Directory.aspx>.

All proposed sub-consultants listed in your Statement must receive written Board of Control approval in advance. The sub-consultants you propose in your sealed Statements will be considered the sub-consultants 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 sub-consultant.

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 sub-consultant whose name appears in this listing.

In addition, the City of Cleveland is firmly committed to assisting DBEs and SBEs through its contracting activities, and the City intends to contract with Consultants that share that commitment. Consultants shall make every effort to use DBEs and SBEs as sub-consultants where available and practical.

Please be aware that the participation of DBE/SBE Consultants listed in your Statement will be monitored by the Department's Office of Compliance and Inclusion ("OCI") throughout the duration of the contract. The selected Consultant will be responsible for providing the Department's OCI with any and all information necessary to facilitate this monitoring, including subcontractor/subconsultant agreements, invoices and cancelled checks. Selected Consultant performing on CLE projects have a dual reporting requirement. Selected Consultant will be required to provide sub-consultant agreements to the Department OCI.

**Additionally, selected Consultant and subcontractors (Non-DBE/SBE and DBE/SBE) will be required to enter all payments, canceled checks and invoices associated with the contract into the contract monitoring system, B2Gnow software. Certified payrolls (where applicable) submitted to OCI on a weekly basis.**

**Note: The submission of the referenced forms is not required with the response to this RFQ. These forms will only be submitted by the Consultant selected to enter into contract negotiations, after the qualification evaluation process. The forms will be completed at the completion of the fee negotiation. However, the DBE/SBE firms and the anticipated percentages must be identified in the submittal.**

It is the City's objective that the DBE/SBE performs a commercially useful function. A DBE/SBE 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 DBE/SBE must have a necessary and useful role in the transaction of a kind for which there is a market outside the context of the DBE/SBE program.

If you have any questions in regard to either the Department's OCI's requirements and/or its other contracting goals, please contact the OCI at (216) 664-6606.

### 5.5 Outreach Events.

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

### 5.6 Equal Opportunity Clause.

The successful Consultant, 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 Consultant 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 Consultant, 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.

### 5.7 Short-listing.

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

### 5.8 Execution of Contract.

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

5.9 Familiarity with Request for Qualifications; Responsibility for Statement.

By submission of a Statement, the Consultant acknowledges that it is aware of and understands all requirements, provisions and conditions in the RFQ and that its failure to become familiar with all the requirements, provisions, conditions and information either in this RFQ or disseminated either at a pre-qualification conference or by addendum issued prior to the Statement submission deadline, and all circumstances and conditions affecting performance of the services to be rendered by the successful Consultant will not relieve it from responsibility for all parts of its Statement and, if selected for a contract, its complete performance of the contract in compliance with its terms. Consultant acknowledges that the City has no responsibility for any conclusions or interpretations made by Consultant on the basis of information made available by the City and the City does not guarantee the accuracy of any information provided and Consultant expressly waives any right to a claim against the City arising from or based upon any incorrect, inaccurate or incomplete information or information not otherwise conforming to represented or actual conditions.

5.10 Anticipated Statement Processing.

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

Release of Request for Qualifications	November 7, 2022
Pre-qualification Conference	November 16, 2022
Deadline for Inquiries	November 23, 2022
Written Response to Inquiries	December 6, 2022
Deadline for Statements	December 20, 2022

5.11 Interpretation of Statement Document.

- A. If any prospective Consultant finds discrepancies or omissions in this RFQ or if there is doubt as to the intended meaning of any part of this RFQ, 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 November 23, 2022. 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 RFQ or a Statement given in any manner except by written addendum.** The City will post online each addendum issued for this RFQ. Any addenda so issued are a part of and incorporated into this RFQ as if originally written herein.

## **6. QUALIFICATIONS FOR STATEMENTS**

### 6.1 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 Statement. 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 general engineering design services for public agencies.
2. Have previous experience in professional general engineering design services 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.

## **7. STATEMENT CONTENT**

The Statement submittal shall consist of the following documents in the sequence listed below. To facilitate quick reference, each section of the Statement should be offset with a tab. The Statement 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, telephone number and facsimile 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 general engineering consulting 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 Statement.

- 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 Statement 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 general engineering 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 sub consultant. Provide information regarding projects this Consultant team has worked on together previously 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 you within the past three (3) years; and (iv) give the names and addresses of at least three (3) references as to your professional capability. The references should include the name of the contact person, e-mail address and telephone number.

- D. Project Approach: Provide a statement discussing your understanding of the consulting opportunity at CLE, 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 City's goals and objectives will be realized. The Statement should also identify and discuss key issues impacting the services as defined in this RFQ 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 Request for Qualifications.

Key staff is defined as productive staff having major project responsibilities.

1. Personnel proposed shall have the desired qualifications and experience in his/her area of expertise. It is preferred key staff experience cited be within the past ten years.
2. Individuals proposed and accepted by the Department as personnel for this contract are expected to remain dedicated to the contract.
3. In the event any key staff person(s) becomes unavailable for continuation of the work assignment, the Successful Firm shall replace said individual(s) with personnel of equal ability and qualifications. However, any changes to designated key staff personnel require the prior written approval of the

Department. If acceptable, changes shall be in effect without additional cost to the Department and without formal modification of the contract.

4. The successful 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 general engineering services. Be specific as to how and why the firm decided to approach the project a certain way. This case history should address the following elements: (i) concept; (ii) strategy and (iii) supporting tactics (e.g. traffic forecast). 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. DBE/SBE Participation: Firms shall submit the names of persons, subcontractors, joint ventures or others to be used in meeting DBE/SBE 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 DBE/SBE and Non DBE/SBE proposed subconsultants.
- I. Affidavit: Firms shall submit with its Statement an affidavit stating that neither it nor its agents, nor any other party for it has paid or agreed to pay, directly or indirectly, any person, firm or corporation any money or valuable consideration for assistance

in procuring or attempting to procure this contract, and further agreeing that no such money or reward will be hereafter paid.

- J. Joint Ventures or Partnerships: If the Statement 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 Statement and will become an attachment to the City's contract. The award of a contract to the joint venture or partnership may be indicated as a condition precedent for the commencement of either such agreement.
- K. Additional Submittal Requirements: Firms shall complete, execute and return with its Statement the following documents, copies of which are attached to this RFQ: (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 2022.
- L. Environmental Sustainability: Describe how the proposed services/project/solution incorporate environmental sustainability.
- M. Supplemental Information
  - 1. The City may require a firm to further supplement its written Statement 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 Statement 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 Statement nor may the firm provide previously omitted material. The requested information or meeting shall be respectively furnished or take place at the time and place specified by the City.

## **8. INQUIRIES**

Interested parties may submit questions pertaining to the RFQ. 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 November 23, 2022. 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 Statement or in the performance of its obligations under the RFQ.

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

The City does not intend by this RFQ to prohibit or discourage submission of a Statement that is based upon Consultant's trade experience relative to the scope of work, services or product(s) described in this RFQ 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 RFQ, including terms inconsistent with or substantially varying from the services or the financial and operational requirements of the RFQ, as determined solely by the City. The City reserves the right to reject any and all Statements or to waive and accept any deviation from this RFQ or in any step of the Statement 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 Statement including all alternatives to the Statement that the Consultant desires the City to consider, it will accept Statements 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 Statements if it has reason to believe that Consultants have colluded to conceal the interest of one or more parties in a Statement, and will not consider a future Statement from a participant in the collusion. In addition, the City will not accept a Statement 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 Statements. Failure by a Consultant to respond thoroughly and completely to all information and document requests in this RFQ may result in rejection of its Statement. 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 Request for Qualifications, if agreed to by another Consultant.

## **10. EVALUATION OF STATEMENTS**

The City department/division issuing this RFQ will evaluate each Statement submitted. The Department will present its recommendations to the City's Board of Control ("Board"). The Board may, but shall not be obligated to, entertain formal presentations. The City will only consider Statements that are received on or before the submission deadline, and which meet all the requirements of this RFQ. 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 Statement received from a Local Producer and two percent (2%) of the total points awarded for a Statement 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 Statement comparison when evaluating competing Statements. The use of Evaluation Credits does not alter the Statement submitted by a Consultant or the contract executed based on the Statement. 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 Qualifications.

1. Qualifications/Experience. (Rating up to 25 points)
2. Project Approach. (Rating up to 20 points)
3. Key Staff. (Rating up to 20 points)
4. Management Approach. (Rating up to 25 points)
5. Work Product Sample. (Rating up to 10 points)
6. DBE/SBE Participation: Firms shall submit the names of persons, subcontractors, joint ventures or others to be used in meeting DBE/SBE goals. (Pass/Fail)