



# Request for Qualifications

---

**Cleveland Hopkins International Airport  
South Campus Development Area  
Infrastructure Design Services**

**Issued: May 9, 2022**

**Department of Port Control  
Cleveland Hopkins International Airport  
5300 Riverside Drive  
P.O. Box 81009  
Cleveland, Ohio 44181-0009  
Phone: 216-265-2693  
Fax: 216-265-6021**

## **TABLE OF CONTENTS**

<b>SECTION</b>	<b>PAGE</b>
Cover Sheet .....	1
Table of Contents .....	2
Introduction . .....	3
Purpose of Request .....	4
Scope of Services.....	5
General Terms and Conditions of Contract .....	7
General Information .....	11
Qualifications for Statement .....	17
Statement Content.....	18
Inquiries .....	21
Disqualification of Firm/Statement .....	21
Evaluation of Statements .....	22
Attachments:	
Northern Ireland Fair Employment Practices Disclosure	
Request for Taxpayer Identification Number	
Affidavit	
Non-Competitive Bid Contract Statement for Calendar Year 2022	
Emerging Business Enterprise Development Documents	
Exhibits:	
Exhibit "A" - Sub-contractor Addition and Substitution Policy	
Exhibit "B" - Local Producer/Local Sustainable Business Ordinance	
Exhibit "C" - Federal Aviation Administration (FAA) Bidding Requirements	
Exhibit "D" – Department of Port Control Specifications	

## INTRODUCTION

The City of Cleveland ("City"), owner and operator of Cleveland Hopkins International ("CLE") and Burke Lakefront ("BKL") airports (collectively, "Airports"), through its Director of the Department of Port Control ("Director"), invites written Statements of Qualifications ("Statement") from persons and firms interested in providing professional, experienced design and engineering services, to the Department of Port Control ("Department"), to design all necessary infrastructures, in association with the South Campus development area, to meet the needs of Tenants through relocation, demolition, expansion, or new structures, promote economic expansion for CLE and to meet all Federal Aviation Administration ("FAA"), local building codes, standards and requirements. Qualified firms may also be required to provide construction administration and national environmental policy act ("NEPA") environmental compliance services related to the project. Qualified firms, either singly or in joint venture, or other legal arrangements, (collectively, "Firm" for "Consultant") must have the requisite, demonstrated competence and experience in, and a thorough knowledge of, the required services.

A pre-qualification conference will be held on **Tuesday, May 17, 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 2633 954 7536.** 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 Monday, May 16, 2022 by e-mail to [smuia@clevelandairport.com](mailto:smuia@clevelandairport.com). It will be necessary to provide the names of all attendees when registering. It is also advantageous to provide e-mail addresses for all attendees, although it is not required. Firms are encouraged to attend the conference although attendance is not mandatory.

Each Firm shall submit seven (7) complete Statements, consisting of one (1) unbound original, five (5) identical bound copies and one digital copy in either Microsoft Word (.doc/.docx) or Adobe Acrobat (.pdf) format, containing the Statement and all attachments in Portable Document Format ("PDF") to the City no later than 4:00 p.m. local time on **Thursday, June 2, 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 – Infrastructure Design Services.**

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

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 Thursday, June 2, 2022.**

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

The Department has instituted a program whereby interested parties may receive this RFQ through the City's website and the Department's website along with all applicable documentation and mailing lists.

Please refer to the following websites for access to the 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 and additional requirements for the Infrastructure Design 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. PURPOSE OF REQUEST**

The Department is seeking qualified Firms to provide professional, experienced engineering and design services, to the Department, to design all necessary infrastructure needed in connection with the South Campus development area at CLE. The proposed area does not currently have all necessary infrastructure available to support the future developments.

Statements will be evaluated with a view toward entering into a contract with the Firm submitting the best overall Statement, with specific emphasis on firms demonstrating the requisite experience in land surveying, engineering, design, construction administration, and environmental planning related to infrastructure and utilities.

## **2. SCOPE OF SERVICES**

### 2.1 General Scope.

The Department seeks professional utility and infrastructure design and engineering services, in association with the Department's need, to furnish the Airport's South Campus Development area, with the necessary infrastructure to facilitate development of aviation related facilities, and investment, to continue the growth of the Airport's campus. The assignments may include work related to federal and state guidelines, FAA obligations and requirements, and Department requirements. Necessary experience and knowledge of airport projects, the FAA and governmental agency rules and regulations is required.

The successful Firm shall be responsible for completing assigned tasks within the time agreed upon with the Department. Failure, of the successful firm, to complete assigned tasks, in a timely manner, may, in the City's sole discretion, result in liquidated damages or the termination of the contract. Such discontinuance, of the contract, by the City, shall not constitute a breach of the contract by the City and the City shall have no obligation or liability whatsoever; and successful Firm shall make no claim for payment of damages or of any cost or expense incurred in connection therewith.

### 2.2 Scope of Services.

The City has established the following scope of services to be provided by the successful Firm. The City reserves the right to revise the scope of services, prior to the execution of a contract, to (i) reflect changes arising out of this qualification process; (ii) incorporate any City requirements adopted after the publication of this RFQ; and (iii) incorporate any other changes it deems necessary.

The Statement of Work ("SOW") is intended to provide a general overview of the project scope. The SOW provided is 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 SOW 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 SOW. 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 SOW. The Consultant shall be responsible to evaluate all recommendations presented in the SOW, as necessary, during the course of the project.

#### Statement of Work:

With the recent completion, of a draft Master Plan, in 2021, CLE is looking to begin the process of implementing the wide variety of development projects that were identified in the study. CLE is currently the busiest airport in the state of Ohio and these projects will ensure that CLE has the ability to adequately accommodate future demand, while also increasing CLE's ability to continue to develop the aviation industry in northeast Ohio. CLE

is continuously working to increase overall operations by encouraging new development by both existing and new tenants and partners.

The current, and proposed, version, of the Master Plan, designates the South Campus of CLE for development aimed at enhancing the economic advancement of general and corporate aviation. Future development, in this area, will increase revenues for the Airport and ultimately support the economic advancement of northerly Ohio region. The proposed area does not currently have all necessary infrastructure available to support the future developments. This project will include the design and construction administration, of infrastructure projects, for potential future development, in the South Campus Development Area, which includes roadway and pavement design, sanitary sewerage, storm sewerage, domestic water, electrical and other utilities and infrastructure necessary to support the new operations.

The construction, of this new infrastructure, is an enabling project that will help alleviate some of the initial construction and site preparation costs for future development. Building this infrastructure as a CLE project, as opposed to a private development, will provide CLE with more control and flexibility for other projects that this infrastructure may serve in the future.

Existing utility maps can be found in the following link:

[https://cledpc-my.sharepoint.com/:f:/g/personal/dbauer\\_clevelandairport\\_com/EqTT6KL3GUpOj-qz8PC4h9oBsAC0IuWM65oa02cyIm8ILg?e=4vAFwL](https://cledpc-my.sharepoint.com/:f:/g/personal/dbauer_clevelandairport_com/EqTT6KL3GUpOj-qz8PC4h9oBsAC0IuWM65oa02cyIm8ILg?e=4vAFwL)

In addition to the services listed above, the specific services listed below are additional areas of work that may be required of the Consultant:

- A. Conceptual planning;
- B. Environmental studies as requested by the FAA (Environmental Assessment or Categorical Exclusion);
- C. Land surveying;
- D. Design drawings and bid documents;
- E. Drafting (CAD);
- F. Preparation of working drawings, contract documents and specifications to the standards required by federal, state, and local governments as well as Department Asset Management standards;
- G. Construction cost estimation;
- H. Bid analysis;
- I. Quality Assurance and Quality Control to ensure compliance with federal, state and local requirements;
- J. Publishing of As-Built Drawings; and
- K. Other necessary engineering support as determined by the Department.

### **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 Airport 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 Department's judgment, there is more than one qualified Firm to fulfill the commitments.
- B. The term of the contract shall be begin upon date of execution and, unless extended by the City or unless sooner canceled or terminated pursuant to the provisions hereof, shall terminate upon the Director's acceptance of the completion of all required services, whichever shall occur earlier.
- C. The chosen consultant will have 222 days, from the date the Notice to Proceed is issued, to complete the work described in the scope of services. The allotted time is inclusive of the Department's review of submittals. The Department will have five business days to review each submittal and return comments to the Consultant. Failure to complete the work within the allotted time will result in liquidated damages in the amount of \$756.00 for each day exceeding the allotted time.
- D. 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.
- E. If at anytime during review or audit of the successful Firm and its DBE/SBE subcontractors, the City determines that the successful Firm and/or its DBE/SBE subcontractors are not functioning in good faith, the successful Firm 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 Firm does not meet the provisions of the corrective action plan and the City continues to find the successful Firm and its DBE/SBE subcontractors not to be functioning in good faith or in non-compliance with the non-discrimination 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 Department contracts.

- F. 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.
- G. The City may, at any time and in its sole discretion, without cause and upon thirty (30) calendar days' written notice, discontinue the contract entirely. Such discontinuance of the contract by the City shall not constitute a breach of the contract by the City and the City shall have no obligation or liability whatsoever; and successful Firm shall make no claim for payment of damages or of any cost or expense incurred in connection therewith.
- H. Failure of the successful Firm to strictly enforce a subcontract agreement with any of its subcontractors shall be considered a default by the successful Firm and grounds for termination of its contract.
- I. By submitting a Statement in response to this RFQ, 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 RFQ. 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 Firm in performing such services.
- J. Any member of the Firm 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 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 the contract. Failure to comply with appropriate security requirements may be grounds for loss of security access and/or contract termination.
- K. Successful Firm or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The successful Firm shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of United States Department of Transportation assisted contracts. Failure by the Firm to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Department deems appropriate.
- L. **The statement above must be included in all subcontractor and subconsultant agreements that the prime contractor or prime Firm signs with a subcontractor or subconsultant.**

### 3.2 Subcontractors.

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 of Cleveland's Board of Control approval and, depending on the specialty, may stop progress on the project. Subcontractors 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. GENERAL INFORMATION**

4.1 Submission of Statement.

- A. Each Firm shall provide all information requested by the City in this RFQ. Firms must organize their submittals to address each of the elements outlined and in the same order listed in Section 6 of this RFQ.
- B. Firms are advised to carefully read and complete all information requested in the RFQ. If the Firm's response to this RFQ does not comply with the conditions for submittal, it may 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 Firm 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.

#### 4.2 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 Firm should clearly mark each page, but only that page, of its Statement that contains that information. The City will to the extent reasonably possible, notify the Firm 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 Firm to augment or supplement its Statement 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 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, Firm agrees that its Statement 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 Statement to obtain additional information regarding the written Statement 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 Statement 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 Statement, nor may Firm provide previously omitted material.

#### 4.4 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/subconsultants.

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/dbe/Pages/UCP.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 & 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 Request for Qualifications. 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 DBE's requirements and/or its other contracting goals, please contact OCI at (216) 664-6606.

#### 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 the 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.

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor 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 recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the contractor from future bidding as non-responsible.

Within sixty (60) calendar days after entering into a contract, the successful Firm, as contractor, shall file a written affirmative action program, with OCI, 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 Qualifications; Responsibility for Statement.

By submission of a statement, the Firm 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 Firm 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. 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 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	May 9, 2022
Pre-qualification Conference	May 17, 2022
Deadline for Inquiries	May 20, 2022
Written Response to Inquiries	May 25, 2022
Deadline for Statements	June 2, 2022

#### 4.11 Interpretation of Statement Document.

- A. If any prospective Firm 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 Friday, May 20, 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 on-line each addendum issued for this RFQ. Any addenda so issued are a part of and incorporated into this RFQ as if originally written herein.

## **5. QUALIFICATIONS FOR STATEMENTS**

### 5.1 Minimum Qualifications.

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

- A. Provide evidence that it has a minimum of five (5) continuous years of experience in the last ten (10) years in providing infrastructure engineering and design services.
- B. Possess all applicable licenses, certificates, permits or other authorizations required by all governmental authorities, including the City, having jurisdiction over the operations of the successful Firm at the Airports or elsewhere.
- C. Have previous experience in professional engineering, land surveying and 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.
- D. Firms must submit with their Statement three (3) written, verifiable references dated within the last three months from business familiar with the Firm's management of such responsibilities as are outlined in this RFQ; providing positive recommendations for the Firm's performance under the contract to be awarded. The references should include the name and title of the contact person, e-mail address, telephone number and a brief description of the location and nature of the services provided.
- E. The individual, partnership, joint venture, corporation submitting a Statement, (or the officers or principals thereof) as presently constituted or existing from a business reorganization, or executive affiliation, must have the above minimum qualifications. If such requirements are not met, Firm's Statement may be rejected. If Firm is a partnership or joint venture, at least one of the general partners or one of the constituent members respectively must possess said minimum qualifications.
- F. Be authorized to conduct business in the State of Ohio, County of Cuyahoga and the City of Cleveland.

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

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

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

If the Firm is a partnership, state the full name, address and other occupation, if any, of each partner; whether the partner is active or dormant; whether each partner is a general or limited partner; each partner's experience in the industry and the proportionate share of the business owned by each partner.

If a joint venture, state the names of the firms participating in the joint venture and the principal officers of each firm; state each officer's experience in providing engineering and design services; state the proportionate share of the joint venture owned by each joint venture partner.

- B. Executive Summary: The executive summary should provide a clear and concise summary of the Firm's background, level of expertise, directly relevant experience and its ability to provide the required services. The executive summary should make the Firm's case as the best candidate for the project. Firms should structure this section in a manner that allows it to serve as a stand-alone summary when separated from the other sections of the Statement.
- C. Exceptions: Firms shall include a list of exceptions to the requirements of this RFQ, if any. The list shall identify the requirement and the nature of the deviation, along with an explanation. If there are no deviations or exceptions to any portion of this RFQ, Firm shall state that on the "Exceptions" page. If no deviations or exceptions are identified and the City accepts the Firm's Statement, Firm shall conform to all of the requirements contained in this RFQ.

- D. Experience: This section gives Firms 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 engineering, design, land surveying, environmental planning and construction administration 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 subcontractor. Provide information regarding projects this Firm 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 Firm within the past three (3) years; and (iv) give the names and addresses of at least three (3) references as to Firm's professional capability. The references should include the name of the contact person, e-mail address and telephone number.

- E. Management Approach: Provide an organizational chart of the Firm showing all major component units; indicate 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.
- F. Key Staff: Firms should identify the key staff proposed for this contract and provide their curriculum vitae. As to each staff member identified, Firm should set forth their specific responsibilities and availability. In addition, provide for each proposed key staff member a one-page resume detailing both general and specific experience related to the services as defined in this RFQ.

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.
- G. Insurance: Demonstrate that the Firm has the ability to secure the insurance required in Section 3.3 of this RFQ, and specify the cost of obtaining each type of insurance. If the insurance is not in the form of a stand-alone policy for the location, explain how the cost is allocated to each location under the Firm's corporate umbrella policies (e.g., revenue, expense, manpower, and the like).
- H. 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 the 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.
- I. Work Product Samples: Firms are to submit a case history, which demonstrates their ability to perform engineering, design, land surveying, environmental planning and construction administration 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.
- J. 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 subcontractors' 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 subcontractors.

- K. Affidavit: Firms shall submit with their Statements an affidavit stating that neither they nor their agents, nor any other party for them have 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.
- L. Additional Submittal Requirements: Firms shall complete, execute and return with their Statements the following documents, copies of which are attached to this RFQ: (i) Northern Ireland Fair Employment Practices Disclosure; (ii) Federal Taxpayer Identification; (iii) Affidavit and (iv) Non-Competitive Bid Contract Statement for Calendar Year 2022.

## **7. 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 Friday, May 20, 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 Firm in submitting its Statement or in the performance of its obligations under the RFQ.

## **8. DISQUALIFICATION OF FIRM/ STATEMENT**

The City does not intend by this RFQ to prohibit or discourage submission of a Statement that is based upon Firm'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 Firm submit only one Statement that the Firm 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 Firm. The City may reject one or more Statements if it has reason to believe that Firms 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 Firm that is in default as surety or otherwise upon an obligation to the City or has failed to perform faithfully any previous contract with the City, or is currently in default under any contract with the City.

The City reserves the right to reject any or all Statements. Failure by a Firm 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 Firm.

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

## **9. 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 Firms meeting the minimum requirements.

The Department 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 Firm 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 Firm. Instead, the rating reflects the City's best attempt to quantify each Firm's ability to provide the services set forth in the contract and to meet the specific conditions and criteria included in this RFQ.

1. Experience as described in Part 6 (D).  
(Rating up to 30 points)
2. Management Approach as described in Part 6 (E).  
(Rating up to 10 points)
3. Key Staff as described in Part 6 (F).  
(Rating up to 10 points)
4. Project Approach as described in Part 6 (H)  
(Rating up to 25 points)
5. Work Product as described in Part 6 (I)  
(Rating up to 25 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)