



# Request for Proposal

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**Cleveland Hopkins International Airport  
Burke Lakefront Airport**

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**General Engineering Services  
for a North Coast Harbor Improvement Plan**

**Issued: September 17, 2020**

**Department of Port Control  
Cleveland Hopkins International Airport**

**5300 Riverside Drive**

**P.O. Box 81009**

**Cleveland, Ohio 44181-0009**

**Phone: 216-265-2693**

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**ATTACHMENTS:**

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

**EXHIBITS:**

- Exhibit "A" - Sub-contractor Addition and Substitution Policy
- Exhibit "B" - Local Producer/Local Sustainable Business Ordinance
- Exhibit "C" – Mandatory FAA Information
- Exhibit "D" – Department of Port Control Specifications
- Exhibit "E" – Fee Table – located in the Dropbox identified on page 5

## INTRODUCTION

The City of Cleveland ("City"), owner and operator of Cleveland Hopkins International Airport ("CLE"), Burke Lakefront Airport ("BKL") (collectively "Airports") and the North Coast Harbor ("NCH"), through its Director of the Department of Port Control ("Department"), invites written Proposals from firms that have requisite, demonstrable competence, and experience, in providing architectural and engineering services, to develop an improvement plan ("Plan"), for the NCH, on the downtown lakefront. Qualified firms, either singly or in joint venture or other legal arrangements (collectively, the "Firm" or "Consultant") must have the requisite, demonstrated competence and experience in, and a thorough knowledge of, the services required.

A non-mandatory pre-proposal meeting will be held, on **Thursday, October 1, 2020, at 10:00 a.m. local time, via WebEx Meeting. To call into the meeting call 1-415-655-0002 and the access code is 132 301 0163.** At that time, interested parties may ask questions pertaining to this Request for Proposal ("RFP"). **Those planning to attend the pre-proposal conference must register by 4:00 p.m. on Tuesday, September 29, 2020, by e-mail to [smuia@clevelandairport.com](mailto:smuia@clevelandairport.com).** When registering, it will be necessary to provide the names of all attendees. It is also advantageous to provide e-mail addresses for all attendees, although it is not required. Consultants are encouraged to attend the conference although attendance is not mandatory.

Each Consultant shall submit seven (7) complete Proposals, consisting of one (1) unbound original, five (5) identical bound copies and one (1) digital copy in either Microsoft Word (.doc/.docx) or Adobe Acrobat (.pdf) format, to the Department no later than **4:00 p.m. local time on Tuesday, October 27, 2020.** No Proposals shall be accepted after that time unless such date or time is extended pursuant to a written addendum issued by the City. **Fee proposal must be in a separate, sealed envelope.**

Proposals may be mailed to the address below and must be identified on the outside of the envelope(s) as: **Proposals – General Engineering Services for a North Coast Harbor Improvement Plan.**

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

Firms may also elect to submit their Proposal electronically. Please send the electronic Proposal submission to [airportprocurement@clevelandairport.com](mailto:airportprocurement@clevelandairport.com). All electronic submissions must be received no later than **4:00 p.m. local time on Tuesday, October 27, 2020.**

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

The Department has instituted a program whereby interested parties may receive this RFP through the City of Cleveland's website and the Department's website along with all applicable documentation and mailing lists. Please refer to the following websites for access to the RFP:

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

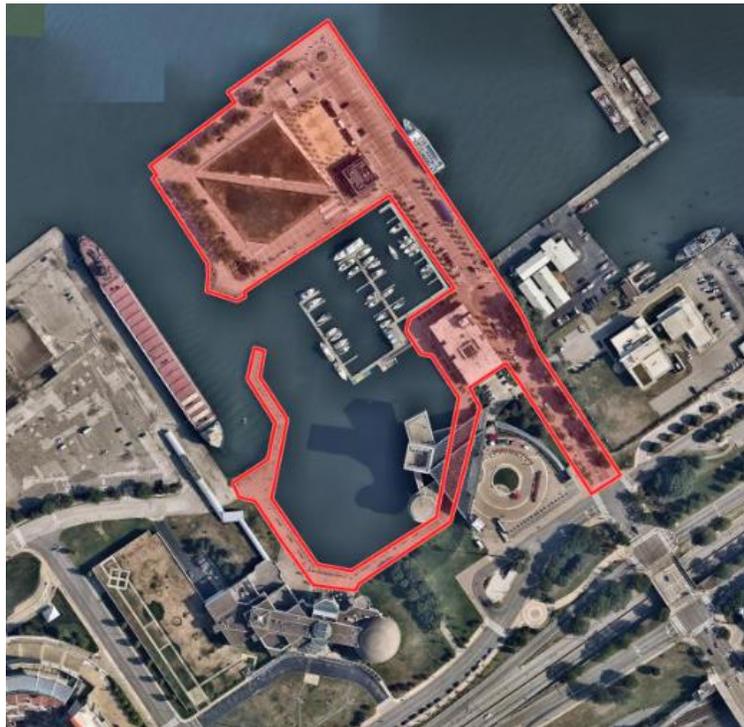
<http://www.clevelandairport.com/about-us/business-cle/bids-rfps>

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

All future documentation, including addenda, response to questions, schedule changes, and additional requirements, for the General Engineering Services for a North Coast Harbor Improvement Plan RFP, will be posted on the above sites, as no additional paper mailings will be made for this Project. Upon receipt of a Letter of Invitation, it is requested that interested Firms contact Sharri Muia via e-mail: [smuia@clevelandairport.com](mailto:smuia@clevelandairport.com) as confirmation of receipt and interest.

## **1. PURPOSE OF REQUEST**

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



The Department is responsible for managing and maintaining NCH's various public spaces, and pedestrian right of ways, within the area depicted above, which have started to exhibit a considerable amount of wear and tear over the last few years. As a result of this deterioration, the Department commissioned two studies to assess the subject areas overall state of order and to document any required improvements.

The first study, an above ground existing conditions assessment, was commissioned to formally inventory the extent of disrepair associated with NCH. This report, completed by Osborn Engineering, in April 2018, documented a number of repairs required to correct numerous pavement, electrical, lighting, drainage and code issues.

JMT Engineering was tasked with conducting a second study that focused on determining the condition of the maritime infrastructure comprising NCH. This report was completed, in April 2019, and identified a number of near and long-term repairs to the bulkheads, fenders and revetments located along the length of the downtown shoreline.

This procurement focuses on the selection of an engineering and design Firm (s), to create an improvement plan, including all necessary construction drawings, to address the estimated \$3-\$5 million in issues, identified in the above referenced reports, as well as any enhancements and capital repairs that may emerge from the selected firm's due diligence and public engagement process.

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

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

**Please note the Department has numerous reports, drawings and surveys, pertaining to the subject area, which can be found at the following link, along with the Osborn Engineering and JMT Engineering reports referenced above.**

[https://www.dropbox.com/sh/c37o3sujgesbrnj/AAAMq\\_kDhnVhI976TMXQHL7Ra?dl=0](https://www.dropbox.com/sh/c37o3sujgesbrnj/AAAMq_kDhnVhI976TMXQHL7Ra?dl=0)

## **2. SCOPE OF SERVICES**

### **2.1 General.**

The Department seeks a professional engineering firm (s) to produce the Plan for NCH, including final design and biddable construction documents. This Plan shall primarily address the issues pertaining to the subject area that were identified in the two existing conditions reports drafted by Osborn Engineering and JMT Engineering. In addition, the Plan shall include any additional enhancement and capital repairs that may emerge from the selected firms due diligence and public engagement process. Please note the Plan will likely be implemented in three primary phases over multiple years. The graphic below depicts the three likely phasing areas in blue, pink and green:



The selected firm is expected to perform, at a minimum, the following tasks for **each phase**:

- A. Collect and Review Relevant Documents
  1. Obtain available existing data that will aid in design.
  2. Review existing City documents pertaining to the project area.
  3. Determine, and document, the location of all utility service lines and meters.
  4. Perform site visits to gain an understanding of existing conditions, relationship to surroundings, circulations and other relevant factors.
  5. Conduct all necessary technical due diligence required to formulate the improvement plan.
  
- B. Stakeholder Outreach and Design Development
  1. Meet with internal stakeholders to learn issues, concerns and goals for the project.
  2. Develop conceptual design, for major elements and potential options, considering preliminary cost estimates.
  3. Coordinate and meet, as necessary, with City departments, regulatory agencies, local jurisdictions, utility companies, etc.
  
- C. Plans, Specifications and Engineering Estimates
  1. Prepare plans, which will include, at a minimum, Title Sheet, General Notes, and Right-of-Way, Existing Conditions and Demolition Plans, Civil/Architectural Layout Plans, Grading Plans, Drainage Plans and Utilities Plans, Landscaping and Irrigation Plans, Electrical and Lighting Plan, and all necessary details to make identified repairs, improvements and any appurtenance/ asset replacements.
  2. Develop a plan that prioritizes the improvements, factors budgetary conditions and the operations of all district stakeholders.

3. Prepare specifications and bid documents for each construction phase, which will include, at a minimum, detailed projects description, working days for construction, bid schedule, bid item descriptions, payment methods, special provisions, technical specifications, and any specification detail sheets, or standard plans, necessary to construct the project.
4. Prepare engineering estimates consistent with the specifications and bid documents.

## 2.2 Scope of Services.

The Department has established the above referenced scope of services to be provided by the Consultant. The Department reserves the right to revise the scope of services prior to the execution of a contract to (i) reflect changes arising out of this proposal process; (ii) incorporate any City requirements adopted after the publication of this RFP; 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.

## **3. GENERAL TERMS AND CONDITIONS OF THE CONTRACT**

### 3.1 Terms and Termination.

- A. The Department intends to recommend award, of a contract, to the Firm that best satisfies the needs, of the Department, based on the requirements of this RFP. The Department reserves the right to award more than one contract, using the criteria defined in this RFP, if, in the Department's judgment, there is more than one qualified Firm to fulfill the commitments.
- B. The term of the proposed contract shall be for a period of one (1) year with three (3) one-year options to renew, exercisable by the Director of the Department.
- C. The City may terminate the contract at any time, for cause, upon failure to perform in a manner satisfactory to the City after the selected Firm has received written notice as provided in the contract. Such written notice may specify, among other matters, bankruptcy, unsatisfactory adherence to schedules, unsatisfactory performance of services, unsatisfactory operating practices or unsatisfactory equipment and failure to comply with other provisions of the contract. The City shall, in the sole exercise of its business judgment, determine whether the service or any part thereof, is being performed in an unsatisfactory manner.

- D. If at any time during review or audit of the successful Firm and its CSB contractors, the City determines that the successful Firm and/ or its CSB subcontractors are not functioning in good faith, the successful Firm must submit a corrective action plan within sixty (60) calendar days of the written findings. The City will then review the corrective action plan and, if acceptable, will provide written approval of the plan. If the successful Firm does not meet the provisions of the corrective action plan and the City continues to find the successful Firm and its CSB 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 City contracts.
- E. The City may terminate the contract for cause and without any prior notice should the selected Firm fail to maintain any licenses or permits as required by the contract or fail to adhere to the City'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 selected Firm shall make no claim for payment of damages or of any cost or expense incurred in connection therewith.
- G. Failure of the selected Firm to strictly enforce a subcontract agreement with any of its subcontractors shall be considered a default by the selected Firm and grounds for termination of its contract.
- H. By submitting a Proposal in response to this RFP, a Firm is certifying that all work will be performed in conformance with applicable local, state and federal laws and regulations and accepts the terms and conditions set forth herein, all of which will be made a part of any contract awarded as a result of this RFP.
- I. The contract, to be awarded, under this RFP shall be 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 selected Firm in performing such services.
- J. Selected Firm or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Firm shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of United States Department of Transportation assisted contracts. Failure by the Firm to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City deems appropriate.

- K. **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/Subconsultant.

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. Adding subcontractors/subconsultants later into the Plan will require the City's Board of Control approval and, depending on the specialty, may stop progress on the Plan. Subcontractors/subconsultants not approved by the Board of Control will not be allowed to work on the Plan in any aspect.

### 3.3 Financial Proposal.

Firm should submit its fee proposal, for all its services, in a separately sealed envelope, clearly marked on the outside. Firms must provide their fee proposal, utilizing **Exhibit E**, Fee Table, located in the Dropbox referenced on page 5. Print Firm's completed Fee Table and include with your Proposal submission. No qualification of the financial offer will be accepted. The fee proposal shall be considered a firm and final offer and will not be subject to negotiation

### 3.4 Americans with Disabilities Act.

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

### 3.5 Insurance.

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

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

the Airport and such vehicles are not escorted by escorts authorized and approved by the City, the limit of the CGL insurance required to be maintained by the Firm shall be increased to a limit of not less than Ten Million Dollars (\$10,000,000.00), covering the successful Firm and the City as their interest may appear, for each occurrence.

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

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

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

- H. The policy or policies shall contain the following special provision: "The Company agrees that thirty (30) calendar days prior to cancellation or reduction of the insurance afforded by this policy, with respect to the contract involved, written notice will be sent by certified mail to the Director of Port Control, City of Cleveland."
- I. Maintain such other insurance policies as may be reasonably required by the City.
- J. An original certificate of insurance, declarations pages of the policy (ies) or insurance binder(s) shall be deposited, with the Department of Port Control, City of Cleveland, before the commencing of any work under the contract.
- K. Successful Firm shall name the City and the Department as an additional insured on their General Liability and Auto policies.
- L. All policies shall contain a waiver of subrogation where in the insurer(s) waives all rights of recovery against the City and Department. All policies shall be primary and non-contributory.
- M. Firm shall require any and all of its subcontractors to procure, maintain and pay premiums for the insurance coverages and limits of liability outlined above with respect to products, services, work and/or operations performed in connection with this Agreement.
- N. The maintenance of such insurance, as outlined herein, shall in no way constitute a waiver of legal liability for damages to any adjoining buildings or their contents or the work and property of others on the site beyond the limits of insurance thus maintained. The Firm shall hold harmless the Airport Engineer and their agents for and from any injury or damage resulting from the negligent or faulty performance by the Firm or his subconsultants. All insurance shall be carried without interruption to the end of the guarantee period.

#### **4. GENERAL INFORMATION**

##### **4.1 Submission of Proposal.**

- A. Each Firm shall provide all information, requested by the Department, in this RFP. Firms must organize their packages to address each of the elements outlined and in the same order listed in Section 6 of this RFP.
- B. Firms are advised to carefully read and complete all information requested in the RFP. If the Firm's response, to this RFP, does not comply with the conditions for submittal, it shall be considered unacceptable by the City and may be rejected without further consideration.
- C. The City wishes to promote the greatest feasible use of recycled and environmentally sustainable products and to minimize waste in its operations. To that end, all Proposals should comply with the following guidelines: Unless absolutely necessary, copies should minimize or eliminate use of non-recyclable or non re-useable materials. Materials should be in a format permitting easy removal and recycling of paper. A Firm should, to the extent possible, use products consisting of or containing recycled content in its Proposal

including, but not limited to, folders, binders, paper clips, diskettes, envelopes, boxes, and the like. Do not submit any or a greater number of samples, attachments or documents than specifically requested.

#### 4.2 City's Rights and Requirements.

- A. Under the laws of the State of Ohio, all parts of a proposal, other than trade secret or proprietary information, may be considered a public record which, if properly requested, the City must make available to the requester for inspection and copying. Therefore, to protect trade secret or proprietary information, the Firm should clearly mark each page, but only that page, of its Proposal that contains that information. The City will notify the Firm if such information in its Proposal is requested, but cannot, however, guarantee the confidentiality of any proprietary or otherwise sensitive information in or with the Proposal. Blanket marking of the entire Proposal as "proprietary" or "trade secret" will not protect an entire Proposal and is not acceptable.
- B. The Director, at his or her sole discretion, may require any Firm to augment or supplement its Proposal or to meet with the City's designated representatives for interview or presentation to further describe the Firm's qualifications and capabilities. The requested information, interview, meeting or presentation shall be submitted or conducted, as appropriate, at a time and place the Director specifies.
- C. The City reserves the right, at its sole discretion, to reject any Proposal that is incomplete or unresponsive to the requests or requirements of this RFP. The City reserves the right to reject any or all Proposals and to waive and accept any informality or discrepancy in the Proposal or the process as may be in the City's best interest.
- D. All Proposals will remain in effect and be subject to selection by the City until the earlier of the execution of a final contract or one hundred eighty (180) calendar days after the deadline for Proposal submission ("Proposal Expiration Date"). Until the Proposal Expiration Date, Firm agrees that its Proposal shall remain in effect, as submitted, and subject to selection by the City.

#### 4.3 Supplemental Information.

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

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

Prospective Firms are advised that in order to enter into a contract with the City for providing the services outlined in this RFP, the successful Firm must be determined to be in compliance with

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

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

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

All proposed subcontractors listed in your Proposal must receive written Board of Control approval in advance. The subcontractors you propose in your Proposal will be considered the subcontractors that you will use in the contract if awarded to you. (Refer to Exhibit "A" regarding the City's Sub-contractor Addition and Substitution Policy and Procedure.) The City reserves the right to approve an award, but not approve a proposed subcontractor.

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

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

Please be aware that the participation of CSB/MBE/FBE firms listed in your Proposal will be monitored by the City's OEO throughout the duration of the contract. The successful Firm will be responsible for providing the City's OEO with any and all information necessary to facilitate this monitoring, including subcontractor agreements, invoices and cancelled checks. Successful Firms performing on airport projects have a dual reporting requirement. Successful Firms will be required to provide subcontractor agreements to the Emerging Business Enterprise Development Office. Additionally, successful Firms and subcontractors (Non-CSB/MBE/FBE and CSB/MBE/FBE) will be required to enter all payments and invoice information and certified payroll (where applicable) associated with the contract into the PRISM monitoring system and B2Gnow software (canceled checks and invoices must be scanned and attached to the file). If the successful Firm

fails to fulfill the CSB participation percentages set forth in this RFP, the successful Firm may be subject to any, and all, penalties listed in Section 187.20 of the Cleveland Codified Ordinances.

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

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

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

#### 4.5 Equal Opportunity Clause.

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

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

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

#### 4.6 Short-listing.

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

#### 4.7 Execution of Contract.

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

#### 4.8 Familiarity with Request for Proposal; Responsibility for Proposal.

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

#### 4.9 Anticipated Proposal Processing.

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

|                                 |                    |
|---------------------------------|--------------------|
| Release of Request for Proposal | September 17, 2020 |
| Pre-proposal Conference         | October 1, 2020    |
| Deadline for Inquiries          | October 8, 2020    |
| Written Response to Inquiries   | October 15, 2020   |
| Deadline for Proposals          | October 27, 2020   |

#### 4.10 Interpretation of Proposal Document.

- a. If any prospective Firm finds discrepancies or omissions in this RFP or if there is doubt as to the intended meaning of any part of this RFP, a written request for clarification or interpretation must be received by the Department of Port Control, Cleveland Airport System, 5300 Riverside Drive, P. O. Box 81009, Cleveland, Ohio 44181-0009 no later than October 8, 2020. Requests for clarification or interpretation may be submitted via e-mail to [smuia@clevelandairport.com](mailto:smuia@clevelandairport.com).

- b. **The City is not responsible for any explanation, clarification, interpretation, representation or approval made concerning this RFP or a Proposal given in any manner except by written addendum.** The City will post online each addendum issued for this RFP. Any addenda so issued are a part of and incorporated into this RFP as if originally written herein.

## **5. QUALIFICATIONS FOR PROPOSAL**

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

1. Provide evidence that it has a minimum of five (5) continuous years of experience in performing design and engineering services for similar projects as described in this RFP.
2. Have previous experience in design and engineering services for large infrastructure projects; or employ a designated staff member with such experience. Designated staff member should have required licenses and/or certifications.
3. Possess all applicable licenses, certificates, permits or other authorizations required by all governmental authorities, including the City.
4. Be authorized to conduct business in the State of Ohio, County of Cuyahoga and the City of Cleveland.

## **6. PROPOSAL CONTENT**

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

- A. Cover Letter: The cover letter should identify the Firm and state other general information that they desire to be included regarding the Firm's business organization. At a minimum the cover letter must include the name, form of business entity (e.g. corporation, partnership, joint venture, etc.), principal address, federal tax identification number, telephone number and facsimile number of the Firm.
- B. Executive Summary: The executive summary should provide a clear and concise summary of the Firm's background, level of expertise, direct relevant experience and ability. The executive summary should make the Firm's case as the best candidate for providing the required services. This section should be structured so that it can serve as a stand-alone summary.

- C. Qualifications/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) describe the nature of your business experience in providing design and engineering services to for large urban infrastructure projects and state the number of persons you currently employ in providing such services; (iii) give the name, location and date of all similar contracts that have been terminated or canceled within the past three (3) years, prior to the expiration of their contractual term, and also list any judgments terminating or any pending lawsuits or unresolved disputes for the termination of such services provided by you within the past three (3) years; and (iv) give the names and addresses of at least three (3) references as to your professional capability. The references should include the name of the contact person, e-mail address and telephone number.

- D. Project Approach: Proposal should include a detailed discussion (in narrative and illustrated format, as necessary) of Firm's understanding of the nature of the work and the Department's objectives, approach to be taken, potential issues and Firm's vision for the project. The Proposal should also identify and discuss key issues influencing the services, as defined in this RFP and by the Department, as well as discuss methods/models that would address key issues.

- E. Key Staff: Firms should indicate the key staff proposed for this contract, setting forth the specific responsibilities and availability of each proposed key staff person. Provide for each proposed key staff person a one page resume detailing both general experience and specific experience related to the services as defined in this RFP. Key staff is defined as productive staff having major Plan 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 selected 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 selected Firm shall provide personnel at skill levels required for each type of services to be performed under the contract. Any employee whose service is deemed unsatisfactory for any reason by the Department shall be removed from the Plan. Upon written notification from the Department, the selected Firm shall promptly offer a replacement with equal ability and qualifications for the Department's approval. The

selected Firm shall be responsible for any costs arising from the action of the Department relative to this requested action.

- 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 corporate 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 Plan management responsibilities, including participating in meetings and completing work at the Department for this contract should also be included.
- G. Work Plan: Explain in detail your proposed work plan, including all anticipated tasks, together with any supplemental tasks (those not specifically identified in this RFP) Firm deems necessary for successful completion of this project. Include a spreadsheet showing all project tasks, together with the proposed project team member assigned to each task, their estimated hours and a timeline for the completion of the task.
- H. Work Product Samples: Firms are to submit a case history which demonstrates ability to support design and engineering services (described earlier) by the Department. Be specific as to how and why the Firm decided to approach the plan a certain way. Case history must have been developed within the last three (3) years and should address the following elements: (i) research; (ii) concept; and (iii) strategy. Please also provide examples, and discuss in narrative, the selected Firm's capacity to produce quality materials in written, graphic and pictorial form.
- I. CSB/MBE/FBE Participation: Firms shall submit the names of persons, subcontractors, joint ventures or others to be used in meeting CSB/MBE/FBE goals or requirements. A list with subconsultants' location shall be included in the submittal along with an estimate of anticipated percentage of work to be sub-contracted to CSB/MBE/FBE and Non CSB/MBE/FBE proposed subconsultants.
- J. Financial Offer: The Proposer shall complete and submit the Fee Table, **Exhibit "E"**, which provides a breakdown of your fee, by each task required to develop the improvement plan, identifying billing rate and estimated hours per task. Include information of any other incidental cost, such as: overhead, mileage, etc. The Fee Table is located in the Dropbox referenced on page 5. **Failure to complete, print and submit this Fee Table, as part of your Proposal submission, with a not to exceed amount, for the final completed improvement plan, may result in rejection of its Proposal.** Please note, you may add as many columns, to the Fee Table, as necessary, to capture all cost.
- K. Affidavit: Firms shall submit, with its Proposal, an affidavit stating that neither it nor its agents, nor any other party for it has paid or agreed to pay, directly or indirectly, any person, Firm or corporation any money or valuable consideration for assistance in procuring or attempting to procure this contract, and further agreeing that no such money or reward will be hereafter paid.
- L. Joint Ventures or Partnerships: If the Proposal submitted is on behalf of a joint venture or partnership, an executed copy of the joint venture or partnership agreement must be submitted with the Proposal and will become an attachment to the Department'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.

- M. Additional Submittal Requirements: Firms shall complete, execute and return with its Proposal the following documents, copies of which are attached to this RFP: (i) Northern Ireland Fair Employment Practices Disclosure; (ii) Federal Taxpayer Identification; (iii) Affidavit; and (iv) Non-Competitive Bid Contract Statement for Calendar Year 2020.
- N. Environmental Sustainability: Describe how the proposed services/project/solution incorporates environmental sustainability.
- O. Supplemental Information:
1. The City may require a Firm to further supplement its written Proposal to obtain additional information regarding its qualifications or to meet with the City's designated representatives to further describe the Firm's qualifications and abilities.
  2. The decision regarding which Firm(s) will be asked to supplement their Proposal or meet with City representatives is in the Director's sole discretion.
  3. Supplements will be utilized for clarification purposes only and the Firm may not substitute material elements of its written Proposal nor may the Firm provide previously omitted material. The requested information or meeting shall be respectively furnished or take place at the time and place specified by the City.

## **7. INQUIRIES**

Interested parties may submit questions pertaining to the RFP. Questions must be submitted, in writing, to the Department of Port Control, 5300 Riverside Drive, P. O. Box 81009, Cleveland, Ohio 44181-0009 no later than 4:00 pm October 8, 2020. The Department will post online, via Addendum, responses to all questions received. Questions may be submitted via e-mail to [smuia@clevelandairport.com](mailto:smuia@clevelandairport.com). Verbal responses given by representatives of the City at any time may not be relied upon by the Consultant in submitting its Proposal or in the performance of its obligations under the RFP.

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

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

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

The City reserves the right to reject any or all Proposals. Failure by a Firm to respond thoroughly and completely to all information and document requests in this RFP may result in rejection of its Proposal. Further, the City reserves the right to independently investigate the 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 RFP, if agreed to by another Firm.

## **9. EVALUATION OF PROPOSAL**

The City Department issuing this RFP will evaluate each Proposal submitted. The City 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 Proposals that are received on or before the submission deadline, and which meet all the requirements of this RFP. The City reserves the right to request a "best and final offer" from Firms meeting the minimum requirements.

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

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

1. Qualifications/Experience. (Rating up to 20 points)
2. Project Approach. (Rating up to 30 points)
3. Key Staff. (Rating up to 15 points)

4. Management Approach. (Rating up to 15 points)
5. Work Plan . (Rating up to 15 points)
6. Work Product Sample (Rating up to 5)
7. CSB/MBE/FBE Participation (Pass/Fail)

## **10. SCORING PROCEDURE**

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