



Request for Qualifications

Cleveland Hopkins International Airport Winter and Summer SADF and Storm Water Management Services

Issued: April 13, 2017

**Department of Port Control
Cleveland Hopkins International Airport
5300 Riverside Drive
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Cleveland, Ohio 44181-0009
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ATTACHMENTS:

OEO Notice to Bidders and Schedules 1-4
Northern Ireland Fair Employment Practices Disclosure
Request for Taxpayer Identification Number
Affidavit
Non-Competitive Bid Contract Statement for Calendar Year 2017

EXHIBIT:

Exhibit "A" - Sub-contractor Addition and Substitution Policy
Exhibit "B" - Local Producer/Local Sustainable Business Ordinance
Exhibit "C" – Federal Aviation Administration (FAA) Bidding Requirements

INTRODUCTION

The City of Cleveland ("City"), owner and operator of Cleveland Hopkins International Airport ("CLE") and Burke Lakefront Airport ("BKL"), (collectively, "Airports"), through its Director of the Department of Port Control ("Director"), invites written Statements of Qualifications ("Statement") from persons and firms that have the requisite, demonstrable competence and experience in winter and summer "Spent Aircraft Deicing Fluid" ("SADF") and providing Storm Water Management Services, including those services listed in Section 2 titled Scope of Services. Qualified firms, either singly or in joint venture, or other legal arrangements, (collectively, "Firm") must have the requisite, demonstrated competence and experience in, and a thorough knowledge of, the required services.

A pre-qualification conference will be held at the Federal Services Building at Cleveland Hopkins International Airport, 5301 West Hanger Road, Cleveland, Ohio 44135, on **Monday, April 24, 2017 at 10:00 a.m.** local time. At that time, interested parties may ask questions pertaining to this Request for Qualifications. For reasons of security, those planning to attend the pre-qualification conference must register by **Friday, April 21, 2017** by e-mail to kbahhur2@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. 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 (1) digital copy, in either Microsoft Word (.doc/.docx) or Adobe Acrobat (.pdf) format, to the City no later than 4:00 p.m. local time on **Friday, May 19, 2017**. 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 – Winter and Summer SADF and Storm Water Management Services.**

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

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 service 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 Request of Qualifications ("RFQ").

1. PURPOSE OF REQUEST

The Department of Port Control ("Department") is seeking qualified Firms, with varied experience and knowledge of winter and summer SADF and storm water management services to assist the Department in optimizing the collection, treatment, storage, recycling and disposal of spent deicing fluid. Fluid that is discharged must be segregated to enhance its recyclability. It is the Department's objective to achieve as high spent glycol capture rates as possible. At a minimum, all run-off with a glycol concentration of 12% or greater will be removed and recycled. These requirements are outlined in the Scope of Services.

2. SCOPE OF SERVICES

2.1 General Scope.

It is the Department's intent to award a contract granting the successful Firm an exclusive right and obligation to provide winter and summer SADF and storm water management services for the Department. The Department reserves the right to award more than one contract, using the criteria defined in this Request for Qualifications, if, in the Department's judgment, there is more than one qualified firm to fulfill the commitments. The successful Firm may be expected to attend and participate in project-related meetings as a need arises. Specific task assignments are expected to vary, depending upon the required services. Individual tasks will be released, by the Department, to the successful Firm. This Request for Qualifications does not attempt to define the contract needs nor detail them, but rather allows for flexibility.

The successful Firm's personnel shall perform their duties in a manner satisfactory to the Director, or his designee, but be exclusively under the direction and control of the successful Firm.

The Director, or his designee, shall review the project progress on a weekly basis. The successful Firm and the Director, or his designee, shall maintain open communications during the project deployment ensuring project milestones are being met in a timely and accurate manner.

2.2 Scope of Services.

The Department seeks winter and summer SADF and storm water management services in support of the Airports. Successful firm shall supply all labor and materials necessary to sample, analyze, collect, recycle and dispose of spent aircraft deicing fluid for the various divisions of the Department. The Successful Firm shall also properly test and dispose of waste materials associated with and/or collected from the work detailed in the Specifications and in accordance with all laws, regulations and Department policies. The Wintertime Operations period is defined as all days of the week from October 15th through April 30th. The Summer Operations period will run five (5) weekdays from May 1st to October 14th. Maintenance of ramp inserts, maintenance of the deicing management and storage facilities and the cleaning of the aircraft ramp areas, using the glycol recovery vehicles ("GRVs"), will be performed during the Summer Operations

Period. Operation period dates may change depending upon weather and deicing operations. The Department shall coordinate with the Successful Firm to determine actual dates. Specific task assignments are expected to vary depending upon the Department's needs throughout the duration of the contract period. These services include a mix of anticipated and unanticipated tasks.

The Successful firm shall provide the essential personnel, facilities, transportation, equipment, supplies and materials, and technical services to perform all services necessary to support the Department. Specific task assignments are expected to vary depending upon the Department's needs throughout the duration of the contract period. These services include a mix of anticipated and unanticipated tasks.

The scope of the contract shall encompass the defined scope of work. This RFQ does not attempt to define all of the contract needs nor detail them. Rather, it is flexible and allows for the credentials of the Successful Firm to be demonstrated in the areas of expertise necessary to the contract.

The Department 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 Department requirements adopted after the publication of this Request for Qualifications; and (iii) incorporate any other changes it deems necessary.

A. Project Description:

The Successful Firm, in coordination with Department, shall be responsible for all operations in pursuit of the winter and summer SADF and storm water management for glycol recovery operations at the Airports including, but not limited to:

1. Onsite glycol collection management, including but not limited to collection, treatment, storage, recycling and disposal;
2. Procedure revisions to continually maximize collection of high concentrate glycol, fluid handling and management, and disposal efficiency;
3. Scheduling of operations between the Department, FAA, tenants and Regulatory Agencies;
4. Coordination with airlines, tenants and contractors;
5. Provision of trained operators;
6. Special glycol collection vehicles;
7. Data collection;
8. Sewer insert installation, maintenance and removal (ongoing);
9. Maintenance of equipment;
10. Reporting of collection results to the Department, FAA, Regulatory Entities and Airlines;
11. Coordination with the Department, regulations and permits to open diversion vaults from collection to storm and close from storm to collection at acceptable and defensible glycol concentrations;
12. Installation of sampling equipment, or other metering equipment, in sewers, tanks, and buildings;

13. Glycol system maintenance, service and improvements, including but not limited to, pumps, diversion valves, valves, pipes, storage tank and vault inspection, maintenance and cleaning, analyzers, computers, sampling equipment, odor control devices, building maintenance, etc.; and
14. All work shall be performed in accordance with all safety regulations and requirements.

Documentation of all efforts must be prepared in narrative and graphic forms acceptable to the Department. Detailed and specific descriptions of services to be provided will be developed on a task-order basis when assigned.

B. Anticipated Work Assignments:

The Department anticipates that the work requirements will include, but not be limited to, the following typical assignments noted below. These examples are provided to demonstrate the range of likely assignments to assist Firms in the preparation of their qualifications. Detailed and specific descriptions, of services to be provided, will be developed on a task-order basis when assigned by the Department. The scope of services, to be provided by the Successful Firm, may include, but are not limited to, the following:

1. Winter and Summer Operations

The Wintertime Operations period is defined as all days of the week from October 15th through April 30th. The Summer Operations period is defined as five weekdays from May 1st to October 14th. Actual dates may vary based on weather and deicing activities and shall be coordinated with the Department. Maintenance of ramp inserts, maintenance and cleaning of the deicing management and storage facilities and the cleaning of the aircraft ramp areas using GRVs or similar will be performed during the Summer Operations Period. Timely management of West Cargo Ramp GRT is imperative to minimize odors. The Department reserves the right to suspend or cancel the program, or any portion of the program, at any time with written notice to the Successful Firm.

Wintertime collection operations will require the Successful Firm to be prepared to operate seven (7) days a week and 24 hours per day as needed. Typically, operations are approximately sixteen hours per day, tentatively starting at 5:30 a.m., but no later than one half hour prior to the first deicing operations of the day, and extending for a period of time required to achieve the objectives of this RFQ (i.e. glycol recovery, storage, recycling, and disposal). The Successful Firm shall adjust start times, personnel and equipment to coincide with the first flights out, cover all departures including private and air cargo aircraft, variations in frequency, while maximizing efficiency and minimizing contract expenditures. The Successful Firm must adjust schedules to meet changing demand due to airline scheduling changes and anticipated inclement weather.

2. Deicing Services

This agreement does not include performing deicing services. Deicing services shall be provided by a separate Application Contractor. Professional coordination with the deicing applicator contractor is a requirement.

Facility and Equipment Descriptions

3. CLE Centralized Deicing Facility

The Centralized Deicing Facility ("CDF") comprises a total area of 76.19 acres, which includes Pad 1, Pad 2, associated taxiways, Site A, and the Deicing Disposal Facility ("DDF"). Site drawing and descriptions are available upon request. The pads and taxiways provide aircraft and deicing operating areas, while Site A provides an area for the staging and storage of deicing applicator equipment. Site A also provides the location for all electronic controls for all diversion structure valves. The DDF will house administrative facilities for the Successful Firm. The DDF contains two 2-million gallon above ground storage tanks for either removal via tanker truck management of onsite recycling or low concentrate discharge into the NEORS D sanitary system. The DDF also houses a Total Organic Carbon ("TOC") analyzer, real-time connection to NEORS D, sampling equipment, pinch valves, wet well, upload station for unloading and upload trucking, computer monitoring equipment for the discharge system, basement sump pumps, and other related equipment.

Successful Firm's administrative facilities must be located at the DDF. If mobile facility is proposed, it must comply with City of Cleveland building and housing code requirements ("Code OBC2002 Section 117 – Industrialized Units"). City of Cleveland Division of Building and Housing (216) 420-8402 may be contacted for further information. The Successful Firm must pay for all costs associated with staging these facilities. Electric and potable water services are available at the DDF area. All connection and usage charges for these utilities must also be paid by the Successful Firm. All construction must conform to the requirements of the Department's development guidelines and Federal Aviation Administration (FAA) criteria (including approval of the Airspace Study Form 7460). **Airport buildings may also be available to the Successful Firm depending upon availability and space requirements.**

The CDF and DDF have a total fluid capture capacity of 5.6-million gallons – 4.0 million above ground and 1.6 million underground. The storm water collection pipes draining the CDF area are sized to accommodate the 10-year, 24-hour summer storm intensity based on FAA and CLE design criteria. The system collects both clean storm water in the summer and glycol-laden storm water during the deicing season.

The system collects run-off, from the pads, and transports it, by gravity, either directly to the storm water system, which collects clean run-off from the entire Airport, or to the collection system for proper disposal. The management of the runoff collection system is accomplished through the use of five diversion vaults. One of the vaults provides a collection point on the CDF with 150,000 gallons of high concentrate glycol-laden runoff storage for removal and/or recycling. High concentrate can be up to 50% glycol and averages 20%-25% glycol. The remaining four diversion vaults divert run-off from the CDF to either the storm or to the low concentration storage facility. Diversion vaults

are closed to storm when glycol concentrations in the run-off near concentrations that will affect NPDES discharges.

High concentrate storage (150,000 gallons) is provided by a dedicated compartment within the underground storage vault beneath the CDF. The high concentrate runoff stored in this vault must be pumped into trucks for further processing. Additional storage of approximately 350,000 gallons high concentrate will be required by the Successful Firm. Volumes vary seasonally depending upon winter weather.

The low concentrate compartment, of the underground storage vault, serves the dual purpose of providing flow control for storm water discharges to the storm during the summer and providing equalization storage for low concentrate glycol-laden storm water during the deicing season. There is a 120-cfs allowable discharge limitation from the CDF into the storm at the CDF tie-in point with the storm. There is a 10-cfs pump station (comprised of five 2-cfs pumps) located south and downstream of the CDF that will empty the low concentrate underground storage vault and transfer deicer laden runoff to the above ground tanks at the DDF. An 8-inch gravity sanitary sewer connection connects the above-ground tank system to the NEORSD sanitary sewer system. The following describes the individual collection areas for the CDF and the anticipated operational characteristics of each area:

- a) CDF Pad 1 North collection area is 10.93 acres and represents the primary aircraft deicer application area. This area drains into diversion vault DV-5 located in the underground storage vault.
- b) Based on the concentration of deicer fluids in the runoff, the diversion vault will divert runoff into either the high concentrate or low concentrate compartment of the underground storage vault. The Successful Firm will be responsible for switching flow directions by use of the electronic controls that move each valve. This area of the deicing pad has no direct diversion to the storm system. Several diversion vaults have been repaired, but should be inspected periodically to verify closure and closed manually by Contractor if needed.
- c) CDF Pad 1 South collection area is 10.31 acres and represents the hold area for aircraft awaiting deicer application at Pad 1 North. This area drains directly into the low concentrate compartment of the underground storage vault. This area of the deicing pad has no direct diversion to the storm system.
- d) The Site A collection area is 5.22 acres and drains directly into the low concentrate compartment of the underground storage vault. During the deicing season, this is the staging area for the CDF operators and this area provides storage for the unspent Aircraft Deicing Fluid ("ADF"). During the non-deicing season, the underground storage vault is used

for storm water management. Therefore, this area of the CDF has no direct diversion to the storm system.

- e) The Taxiway L-M collection area is 9.92 acres and drains into diversion vault DV- 1. Based on the concentration of deicer fluids in this runoff, the diversion vault will divert runoff directly to the storm system or into the low concentrate compartment of the underground storage vault. The Successful Firm will be responsible for switching flow directions by use of the electronic controls that move each valve. Several diversion vaults have been repaired, but should be inspected periodically to verify closure and closed manually by Contractor if needed.
- f) The Taxiway J1-J2 collection area is 6.97 acres and drains into diversion vault DV-2 (taken out of service 2013). Based on the concentration of deicer fluids in this runoff, the diversion vault will divert runoff directly to the storm. Presently, the Successful Firm will not be responsible for switching flow directions by use of the electronic controls that move each valve.
- g) The Southeast Quadrant collection area is 6.11 acres and drains into diversion vault DV-3. This diversion vault will divert flow directly into the storm or into the low concentrate compartment of the underground storage vault during the non-deicing season for storm water management. Due to this area's proximity and/or distance from the deicer application area, it is not anticipated that storm water will become impacted by deicer, and therefore, it is not anticipated that collection for deicer containment purposes will be needed. The Successful Firm will be responsible for switching flow directions by use of the electronic controls in order to allow bypass of the glycol collection system in the winter. Several diversion vaults have been repaired, but should be inspected periodically to verify closure and closed manually by Contractor if needed.
- h) The Taxiway J offsite collection area is 4.98 acres and drains into the Southeast Quadrant collection area. It is then conveyed either directly to the storm or into the low concentrate compartment of the underground storage vault during the non-deicing season for storm water management. Due to this area's proximity and/or distance from the deicer application area, it is not anticipated that storm water will become impacted by deicer, and therefore, it is not anticipated that collection for deicer containment purposes will be needed. The Successful Firm will be responsible for switching flow directions by use of the electronic controls in order to allow bypass of the glycol collection system in the winter. Several diversion vaults have been repaired, but should be inspected periodically to verify closure and closed manually by Contractor if needed.

- i) CDF Pad 2 collection area is 10.55 acres and drains directly into the low concentrate portion of the underground storage vault. However, during the deicing season, 1.57 acres of this collection area may be collected by GRVs or other means provided by the Successful Firm. The Successful Firm will be responsible for switching flow directions by use of the electronic controls in order to allow non-deicing season flows to be released to the storm system. Several diversion vaults have been repaired, but should be inspected periodically to verify closure and closed manually by Contractor if needed.

NOTE: Detailed design drawings and descriptions are available upon request.

4. Private Aircraft Areas
Atlantic Aviation, Key Corp, Parker Hannifin, and small cargo carriers deice aircraft on their own ramps. The Successful Firm will be contacted and glycol recovery must be performed with GRV or similar immediately following application.
5. Ramp and Gate Areas
Occasional deicing takes place on-gate at the concourses, generally to free wheels from overnight parking. Run-off at these locations is managed with VQuip Isolator Catch basin inserts. The Successful Firm shall be responsible for opening, closing, and maintaining the inserts. Run-off must be collected utilizing GRVs or similar equipment.
6. UPS Ramp
Run-off at this location is managed with VQuip Isolator Catch basin inserts and high concentrate deicing fluids at four of the five inlets are collected using GRV's. The fifth inlet flows through a diversion chamber to an oil water separator and then to the outfall in the summer. In the winter a manual valve is used to divert the flow to a 250,000 gallon underground storage vault. An emergency overflow in the collection system is blocked to prevent deicing fluids from reaching the storm system. The Department has constructed a direct discharge to the sanitary sewer to significantly reduce program costs, reduce pollution associated with trucking fluids, reduce nuisance odors, and create a failsafe to prevent overflow to the storm sewer. The storage vault must be emptied and cleaned immediately following the last deicing event annually to minimize odors on the West Cargo Ramp (WCR). If needed, pumps in the tank allow trucks to be loaded outside the AOA fence. Mechanical issues may require the Successful Firm to pump from inside the AOA fence using pumps or similar to transport the water to the DDF.
7. Valve and System Management and Collection of Spent ADF
The Successful Firm will be responsible for collection of SADF including the operation of the valves at the CDF which control runoff from the pads. All collection and valve operations must be conducted in coordination with the Department and in accordance with the Deicing Management Plan (available

upon request). In addition, the Successful Firm must collect SADF at the terminals gates, Pad 2, private aircraft areas, and the UPS ramp.

During the non-collection months, the Successful Firm will also be responsible for exercising monthly maintenance of the valves, diversion structures, inserts, lift stations, pumps, aboveground tanks, disposal controls and monitoring facilities, including seasonal cleaning of the DDF aboveground tanks, and underground vault system as required. Valve vaults must have sand debris removed at the same time. At least annually, actuators need to be inspected and torque settings verified against manufacturer recommendations. Valve positions should be verified as completely closed at the same time actuators are checked. In addition the sump pumps in all diversion vaults and Manhole 15 must be inspected and verified in working condition.

Valve-system maintenance and ADF management is considered two separate efforts and should be addressed separately in the Successful Firms work plan that shall be submitted to the Department and updated as processes are refined.

The Successful Firm will not rely on the airport as an indicator of compliance rather it must have monitoring to determine how to manage the system. Monitoring will be required to ensure discharge going to storm and sanitary systems meet permit requirements.

8. Recycling Requirements and Limitations

The Successful Firm will have the exclusive right to harvest SADF at the Airport for the purpose of recycling, resale or other reclamation. Independent monitoring will be conducted at the outfalls, and at the Successful Firm's storage facilities, vehicles and discharge points, by the Department, to verify program effectiveness. The Successful Firm must either recycle on-site, or transport off-site for recycling, all run-off with a glycol concentration of 12% or greater. The Successful Firm will not perform any operation which may dilute high concentrate solutions captured. Generally, this fluid will be collected via the CDF collection system for high concentrate run-off and by use of GRV and removed from the Airport via tanker truck.

However, the SADF may also be stored in other temporary storage provided by the Successful Firm. Ownership of the SADF must be transferred to the Successful Firm at such time as the fluid transferred to a truck for purposes of removal from the CDF/DDF facilities. All recovered and recycled glycol must be tracked and recorded using calibrated and certified meters. If the Successful Firm desires to use additional equipment to enhance the recycling process, the Department's preference is for the Successful Firm to provide temporary equipment, owned, operated and maintained by the Successful Firm, which remains the property of the Successful Firm. The Department reserves the right to design and install a Department owned recycling unit that is operated and maintained by the Successful Firm at any point during this contract.

Any construction cost associated with staging additional equipment must be paid for by the Successful Firm. Electric and potable water are available in the vicinity of the DDF area. The Successful Firm must pay costs for connections to and use of these utilities. Construction must conform to the requirements of the Department's development guidelines, FAA criteria (including approval of the Form 7460). The Successful Firm must coordinate with the Department on utility metering for appropriate billing as applicable.

The Successful Firm must secure, at its own expense, all necessary licenses, permits and inspection certificates. These permits must consist of, but not be limited to, sanitary sewer discharge permits with the NEORS (not including the existing permit held by the Airport), FRAC tank storage permits with the Cleveland Fire Department or any other applicable. The Successful Firm must remain responsible for the cost of these and any other necessary permits or fees.

9. Discharge Process

Recycling of collected spent anti-icing/de-icing fluids is encouraged by the Department. The Collection Firm is responsible for appropriate discharge of collected spent anti-icing/de-icing fluids, whether it be to: the NEORS, fluid destruction (through an approved waste collector), to a vendor, or the storm sewer system as appropriate. Discharge of collected spent anti-icing/de-icing fluids must be conducted in accordance with all permits and regulations, including the Deicing Management Plan. The approximate annual volume of low concentrate glycol discharged to NEORS is 30,000,000 gallons and varies seasonally.

10. Description of Discharge Location

Effluent from the DDF storage tanks and WCR shall be discharged directly to the NEORS sanitary sewer via a gravity sanitary sewer connection, as permitted by Administrative Order. These are the only spent deicing fluid sanitary discharge outfalls that will be under the responsibility of the Successful Firm to manage and monitor. Effluent may also be discharged by use of the upload facilities near the DDF above ground storage tanks. The upload station allows mobile tankers to be used for off-site recycling or disposal.

11. Monitoring Requirements

Monitoring must comply with the National Pollutant Discharge Elimination System (NPDES) permit number 3II00179*ED, and Administrative Order, and if needed will be provided upon request.

12. Burke Lakefront Airport

BKL is a General Aviation classified airport that supports private and corporate aircraft operations. On-gate deicing occurs at BKL hangars on a smaller scale than CLE. BKL is currently under Ohio National Pollutant Discharge Elimination System ("NPDES") Multi-Sector General Permit ("MSGP") for Storm Water Discharges Associated with Industrial Activity (OHR000005). Currently glycol is managed by the applicator.

13. Notifications and Reporting

A weekly status report notification will be made for every week when discharge will occur. Notification will include reporting for discharges that occurred in the prior week.

Special notifications to the Department must include actual start up and shut down times for the discharges. Startup notifications should be made preferably between 2 and 24 hours in advance of the event, and must include flow and TOC/COD load projections. Shut down notification must be made immediately before shutdown. Immediate notification to the Department must be made if there is any breakdown of equipment or in event of an effluent limit violation.

A monthly discharge summary report will be submitted on or before the 10th day of the month following the reporting period. Each report must include the following information:

- a. The analytical results of all sampling of the discharge;
- b. Date, time and monitoring location of all sampling activities;
- c. The measured daily flow volume of all wastewater discharged;
- d. A log indicating the actual four-hour flow rate discharged;
- e. Calculations of the TOC/COD mass in the discharge;
- f. Quantity of fluid stored (gallons); and
- g. Any other record keeping required by permit.

The Successful Firm must also provide required Air Permit reporting for above ground storage tanks that includes vapor pressure, quantity of fluid, etc. for submission to the Department. All reports or information submitted must be signed and certified by the full time project manager responsible for the facility.

The Successful Firm must notify the Department in advance of any significant changes to the recycling operations, or any substantial changes in the volume or character of pollutants in its discharge of effluent.

The Successful Firm must provide adequate physical structures and operational procedures to prevent accidental discharge of toxic or hazardous materials, or excessive quantities of ADF. In the event of accidental or unusual discharge, the Successful Firm must notify the Department immediately. The Successful Firm must also provide the following in writing:

- a. Location or source of discharge;
- b. Date, time and duration discharge;
- c. Type, concentration and volume of discharge;
- d. Cause of discharge; and
- e. Steps taken to prevent reoccurrence of discharge.

A. Penalties

- a. The Department will maintain the NPDES permit and Administrative Order for discharge of effluent to the NEORS sanitary sewer. It is the Successful Firm's responsibility to ensure that discharges from the outfall(s) associated with the contract are managed in a manner that ensures

compliance. If at any time the Successful Firm causes, through negligence or its own fault, a violation of these permits, the Successful Firm will be monetarily responsible for the violation charges and, if applicable, remediation of contamination.

B. Cost of Discharge

- a. It is the intent of the Department to offset, to the greatest extent possible, disposal costs associated with the discharge of effluent. This offset is anticipated to come from fees paid to the Department for high concentrate glycol that is harvested from the Airport for purposes of recycling.

C. Recordkeeping and Reporting

- a. The following certification statement must be included on all records reported to the Department:

- i. "I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

- b. The Contractor will maintain records of the following information, at a minimum:
 - c. ADF Collection
 - d. Notifications received from the Department regarding aircraft deicing.
 - e. Valve positions at all times during the year (date and time changed), for valves the Successful Firm is responsible for operating and updated valve plan.
 - f. Volumes of fluid received from the deicing pads. Tank level measurements should be collected following each precipitation event and updated collection/storage plan.
 - g. Concentrations of fluids received from deicing pads. The method and frequency for collection of samples must be proposed by the Contractor for review and approval by the Department.
 - h. Notifications made to the Department.
 - i. Communications with outside entities such as NEORS.

D. Recycling

Records of the amounts of fluids removed for recycling and any other process utilized must be maintained on a daily basis.

E. Discharge

As described in the notification and recordkeeping section above.

F. Monthly Report

The Successful Firm must provide a monthly report to the Department Project Manager, for this agreement, containing the recordkeeping information described in this section above. Information must be provided more frequently, if necessary, to ensure the proper operation of the glycol management system at the Airport (e.g., valve positions during winter months). A sample monthly report must be provided in advance of the first submittal for review and approval by the Department's project manager. The report will be due by the 10th day of the month following the reporting period.

G. Annual Report

At the end of the deicing season, an annual report will be provided summarizing the reporting information for the deicing year. The report will be due by July 15 of each year. A draft annual report will be provided in advance of the first submittal for review and approval by the Department's project manager.

H. Vehicles

The Successful Firm will supply all vehicles for use under this contract, including GRVs and snow removal equipment. All vehicles must be permitted through the Airport Security, under the guidance and supervision of the Department, prior to use on the airfield unless escorted by an authorized driver and vehicle. The Successful Firm must maintain radio communications with the Airport Operations, the Air Traffic Control Towers (FAA and United (UA) towers), and Glycol Application Contractor, as appropriate and as dictated in the Deicing Management Plan, at all times from all GRVs, supervisor trucks and cars used in this contract on the AOA.

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 Request for Qualifications. The Department reserves the right to award more than one contract, using the criteria defined in this Request for Qualifications, if, in the Department's judgment, there is more than one qualified firm to fulfill the commitments.
- B. The term of the contract shall be for a period of one (1) year from the effective date of the contract, with three (3) one-year options, the second year of which requires additional legislative authority.

- 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 its business judgment, determine whether the service or any part thereof, is being performed in an unsatisfactory manner.
- E. If at any time during review or audit of the successful Firm and its CSB/MBE/FBE subcontractors, the City determines that the successful Firm and its CSB/MBE/FBE subcontractors are not functioning in good faith, the successful Firm must submit a corrective action plan within sixty (60) calendar days of the written findings. The City will then review the corrective action plan and, if acceptable, will provide written approval of the plan. If the successful Firm does not meet the provisions of the corrective action plan and the City continues to find the successful Firm and its CSB/MBE/FBE subcontractors not to be functioning in good faith or in non-compliance with the nondiscrimination provisions of this contract the City shall impose such sanctions as it may determine to be appropriate, including, but not limited to, (i) cancellation, termination or suspension of the contract; or (ii) suspension from participation in future CLE 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.

- J. 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.
- K. 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 Federal Aviation Administration 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.
- L. 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.
- M. The statement above must be included in all subcontractor and sub-contractor agreements that the prime contractor or prime Firm signs with a sub-contractor or sub-consultant.

3.2 Sub-Contractors/Sub-Consultant.

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.

The successful Firm, at its expense, shall at all times during the term of the contract resulting from this RFQ, 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. Successful Firm, at its own expense, shall maintain with insurance underwriters reasonably satisfactory to the City commercial general liability and, if necessary, commercial umbrella insurance, covering the successful Firm and the City, as their interest may appear, against claims for bodily injury, personal injury, death and property damage occurring in, on or about the City (including automobile, contractual, completed operations, independent contractor and product hazards). Such insurance shall have a limit of not less than Ten Million Dollars (\$10,000,000) each occurrence combined single limit and in the aggregate as respects products and completed operations or any other increased amount as the City may reasonably require.
- B. Successful Firm shall, at its own expense, maintain business automobile liability and, if necessary, commercial umbrella insurance with a limit of not less than Ten Million Dollars (\$10,000,000) each occurrence for operations (other than on-airport activities of the successful Firm) covering the successful Firm and the City, as their interest may appear, against claims for bodily injury, death and property damage or any other increased amount as the City may reasonably require.
- C. Professional liability insurance with 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. The policy shall include valuable papers coverage with limits of not less than One Hundred Thousand Dollars (\$100,000).
- D. Successful Firm shall, at its own expense, procure its own 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) each occurrence or any other increased amount as the City may reasonably require. Successful Firm shall save City harmless from any and all liability from or under said act.
- E. Successful Firm, at its own expense, shall maintain statutory unemployment insurance protection for all its employees.
- F. Successful Firm shall maintain such other insurance policies as may be reasonably required by the City.

4. PROJECT SCHEDULE AND DELIVERABLES

4.1 Deliverables.

The City has established the following list which includes items that the successful Firm will be required to provide as deliverables. The City reserves the right to modify the list of deliverables, at any time, before execution of a contract to add, delete, or otherwise amend, any report or other deliverable, as it deems necessary, in its sole judgment, and in the best interest of the City.

- A. Within one week after receipt of a written Notice To Proceed, issued by the Department, the successful Firm shall be prepared to begin work covered by the contract and shall execute the tasks and duties required upon in the agreement between the Firm and the Department.
- B. All work performed by the Firm shall be under the direction of the Department's Project Manager. Upon selection, the Firm shall develop a detailed scope of services, management approach, detailed man hours, cost estimate, and simplified project schedule, to be presented for possible negotiation and approval. The Firm shall not proceed on the project without written approval of the project estimate by the Project Manager.
- C. At all meetings, between the Department and the Firm, held in connection with the project, the Firm shall take minutes of all topics discussed and depositions or conclusions reached. Within one (1) week, the Firm shall prepare a formal set of meeting minutes and submit same to the Department's Project Manager for approval. The Firm will conduct bi-weekly progress meetings with the Department to brief representatives on the progress of the work and any problems or issues affecting the completion of the task.
- D. All pertinent telephone conversations between the Department and the successful Firm, relative to instructions and/or authorizations, must be confirmed in writing by the successful Firm and submitted to the Project Manager for written approval.
- E. The successful Firm is responsible for controlling costs and ensuring that all required work is completed within the approved time limit for each task. No modification to the scope of work or extra work shall be considered by the Department unless conditions have been specifically documented as required by the terms of the contract. Additionally, this documentation shall be verified prior to the Department's authorization to the successful Firm to perform additional work.
- F. The successful Firm's staff shall be available with no more than two (2) business day notice to attend meetings or make presentations at the request of the Department's Project Manager. The successful Firm may be called upon to provide audiovisual displays and similar material for such meetings.
- G. Copies of all appropriate written correspondence between the successful Firm and any party pertaining specifically to any project shall be provided to the

Department's Project Manager within one week of the receipt or sending of such correspondence.

- H. All other correspondence shall be turned over to the Department after completion of the project or upon request of the Department. The successful Firm shall provide to the Department, on a monthly basis, progress reports, which describe the work performed on each work element, problems encountered, labor hours expended by each member of the team and the total dollar expenditure on the project by work element during the reporting period. Reports shall include cost tracking summaries and anticipated date of total expenditure of contract funding. Progress reports shall be delivered to the Department's Project Manager within one week of the monthly reporting period and shall be attached to the invoices when submitted for payment.
- I. No work performed on behalf of the Department may be used for other clients or potential clients of the successful Firm without prior written approval from the Department's Project Manager.
- J. Successful Firm must attend briefings with the Director, executive staff and other Department staff as requested. The successful Firm will also be expected to provide briefings to the Director or his designated representative regarding any issues which arise during the conduct of the work.
- K. Successful Firm must provide responses to questions or issues which may be raised by FAA representatives during project reviews and audits.
- L. Successful Firm must provide progress reports, including work accomplished, tasks yet to be accomplished, any issues which have arisen which need the Department's assistance in order to obtain resolution and a description of the percentage of the work completed, in hard copy and electronically (in Microsoft or other pre-approved format).
- M. Successful Firm must provide a minimum of one (1) hard copy and one (1) electronic copy on CD-ROM of each completed work product, including a detailed executive summary. Additional copies may be requested on an as-needed basis.

5. GENERAL INFORMATION

5.1 Submission of Statement.

- A. Each firm shall provide all information requested by the City in this RFQ. Firms must organize their packages to address each of the elements outlined and in the same order listed in Section 7 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 shall be considered unacceptable by the City and may be rejected without further consideration.

- C. The City wishes to promote the greatest feasible use of recycled and environmentally sustainable products and to minimize waste in its operations. To that end, all Statements should comply with the following guidelines: Unless absolutely necessary, copies should minimize or eliminate use of non-recyclable or non-re-useable materials. Materials should be in a format permitting easy removal and recycling of paper. A 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.

5.2 City's Rights and Requirements.

- A. Under the laws of the State of Ohio, all parts of a Statement, other than trade secret or proprietary information, may be considered a public record which, if properly requested, the City must make available to the requester for inspection and copying. Therefore, to protect trade secret or proprietary information, the Firm should clearly mark each page, but only that page, of its Statement that contains that information. The City will 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.

5.3 Supplemental Information.

The City may require 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.

5.4 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 of Cleveland, for providing the services outlined in this RFQ, 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 Statement. All schedules must be completed, signed and dated; or the submittal may be considered non-responsive. The completed schedules will be submitted to the City's Office of Equal Opportunity for evaluation. The Successful Firm will be required to submit to the City's Office of Equal Opportunity 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 of Cleveland has established a Cleveland Area Small Business ("CSB") subcontracting goal of **10 percent (10%)** for this project. Please complete Schedule 2 – Schedule of Subcontractor Participation and provide a detailed plan with your Statement indicating how CSBs will be utilized during the project.

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

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

The City maintains a list of [Vendors Ineligible to Contract or Subcontract with the City](http://www.city.cleveland.oh.us) 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 Statement will be monitored by the City's Office of Equal Opportunity throughout the duration of the contract. The successful Firm will be responsible for providing the City's Office of Equal Opportunity with any and all information necessary to facilitate this monitoring, including subcontractor agreements, invoices and cancelled checks. Successful Firms performing on CLE 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 associated with the contract into the PRISM monitoring system (canceled checks and invoices must be scanned and attached to the file). Successful Firms and subcontractors will also be required to enter all payments, invoices and certified payrolls (where applicable) into the B2Gnow software.**

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

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 firm 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 CSB/MBE/FBE firms and the anticipated percentages must be identified in the submittal.

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 Office of Equal Opportunity's requirements and/or its other contracting goals, please contact the Office of Equal Opportunity at (216) 664-4152.

The successful 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.

5.5 Outreach Events.

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

5.6 Equal Opportunity Clause.

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

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

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

5.7 Short-listing.

The City reserves the right to select a limited number (a "short-list") of 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.

5.8 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.

5.9 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.

5.10 Anticipated Statement Processing.

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

Release of Request for Qualifications	April 13, 2017
Pre-qualification Conference	April 24, 2017
Deadline for Inquiries	April 28, 2017
Written Response to Inquiries	May 5, 2017
Deadline for Statements	May 19, 2017

5.11 Interpretation of Statement Document.

- A. If any prospective Firm finds discrepancies or omissions in this Request for Qualifications 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, April 28, 2017**. Requests for clarification or interpretation may be submitted via e-mail to kbahhur2@clevelandairport.com.
- B. **The City is not responsible for any explanation, clarification, interpretation, representation or approval made concerning this**

Request for Qualifications or a Statement given in any manner except by written addendum. The City will post online each addendum issued for this RFQ. Any addenda so issued are a part of and incorporated into this RFQ as if originally written herein.

6. QUALIFICATIONS FOR STATEMENTS

6.1 Minimum Qualifications.

Each 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:

1. Provide evidence that it has a minimum of four (4) continuous years of experience in the last ten (10) years in performing winter and summer SADF and storm water management as described in this RFQ.
2. Possess experience providing winter and summer SADF and storm water management in compliance with all applicable federal, state and local laws.
3. Have previous experience in providing winter and summer SADF and storm water management consulting for other airports; or employ a designated staff member with airport experience. The designated staff member should have any required licenses and/or certification.
4. Demonstrate experience in establishing and maintaining constructive relations with project stakeholders and community.
5. 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 CLE or elsewhere.
6. 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.

7. 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.
8. Be authorized to conduct business in the State of Ohio, County of Cuyahoga and the City of Cleveland.

7. STATEMENT CONTENT

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

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

If a corporation, state the full name and title of each of the corporate officers. 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 SADF services as outlined in the Request for Qualifications; 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. 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 include as much information in this section as is needed to differentiate its company and Statement from those of 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 winter and summer SADF and storm water management for medium or large hub airports and state the number of persons you currently employ in providing such services; (iii) give the name, location and date of all 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; if none, state such; and (iv) give the names and addresses of at least three (3) references as to your professional capability. telephone number.
- E. Project Approach: Provide a discussion of your understanding of the consulting opportunity at the CLE, including those factors that are critical to making the opportunity a success. Firms must provide a detailed discussion of how they will approach this opportunity to ensure that the City's goals and objectives will be realized. The Statement of Qualifications should also identify and discuss key issues influencing the services as defined in this RFQ as well as discuss methods/models that would address key issues.
- F. Key Staff: Successful Firm 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 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 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 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 project. Upon written notification from the Department, the successful Firm shall promptly offer a replacement with equal ability and qualifications for the Department's approval. The successful Firm shall be responsible for any costs arising from the action of the Department relative to this requested action.
 5. Any member of the successful Firm'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 Airport regulations and policy regarding access to certain Airport 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. Management Approach: Provide an organization chart of the successful 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 project management responsibilities, including participating in meetings and completing work at the Airport for this contract should also be included.
- H. Work Product Samples: Firms are to submit a case history which demonstrates ability to support analytical and consulting needs (described earlier) of the Airports. Be specific as to how and why the Firm decided to approach the project 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 Firm's capacity to produce quality materials in written, graphic and pictorial form.
- I. 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, etc.).
- J. CSB/MBE/FBE Participation: Firms shall submit the names of persons, subcontractors, joint ventures or others to be used in meeting CSB/MBE/FBE goals or requirements. A list with the sub Firms' location shall be included in the

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

- K. Affidavit: Firms shall submit, with its Statement, an affidavit stating that neither it nor its agents, nor any other party for it has paid or agreed to pay, directly or indirectly, any person, firm or corporation any money or valuable consideration for assistance in procuring or attempting to procure this contract, and further agreeing that no such money or reward will be hereafter paid.
- L. Joint Ventures or Partnerships: If the Statement submitted is on behalf of a joint venture or partnership, an executed copy of the joint venture or partnership agreement must be submitted with the Statement and will become an attachment to the City's contract. The award of a contract to the joint venture or partnership may be indicated as a condition precedent for the commencement of either such agreement.
- M. Additional Submittal Requirements: Firms shall complete, execute and return with their Statements the following documents, copies of which are attached to this Request for Qualifications: (i) OEO Notice to Bidders and Schedules 1 – 4; (ii) Northern Ireland Fair Employment Practices Disclosure; (iii) Federal Taxpayer Identification; (iv) Affidavit; and (v) Non-Competitive Bid Contract Statement for Calendar Year 2017.
- N. Environmental Sustainability: Describe how the proposed services/project/solution incorporate environmental sustainability
- O. Supplemental Information:
 - 1. The City may require a Firm to further supplement its written Statement to obtain additional information regarding its qualifications or to meet with the City's designated representatives to further describe the Firm's qualifications and abilities.
 - 2. The decision regarding which Firm(s) will be asked to supplement their Statement or meet with City representatives is in the Director's sole discretion.
 - 3. Supplements will be utilized for clarification purposes only and the Firm may not substitute material elements of its written Statement nor may the Firm provide previously omitted material. The requested information or meeting shall be respectively furnished or take place at the time and place specified by the City.

8. INQUIRIES

Interested parties may submit questions pertaining to the Request for Qualifications. 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, April 28, 2017**. The Department will post online, in Addendum form, the response to all questions received for this Request for Qualifications. Questions may be submitted via e-mail to kbahhur2@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 Request for Qualifications.

9. DISQUALIFICATION OF FIRM/ STATEMENT

The City does not intend, by this Request for Qualifications, 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 Request for Qualifications 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 Request for Qualifications, including terms inconsistent with or substantially varying from the services or the financial and operational requirements of the Request for Qualifications, 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 Request for Qualifications 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 including all alternatives to the 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 Request for Qualifications, 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 Request for Qualifications, if agreed to by another Firm.

10. EVALUATION OF STATEMENTS

The City department/division issuing this Request for Qualifications 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 Request for Qualifications. The City reserves the right to request a "best and final offer" from Firms meeting the minimum requirements.

CLE shall apply an Evaluation Credit of two percent (2%) of the total points awarded for a Statement received from a Local Producer and two percent (2%) of the total points awarded for a Statement received from a Local Sustainable Business provided that the maximum total Evaluation Credit applied shall not exceed four percent (4%). The Evaluation Credit to be added is solely for the purpose of Statement comparison when evaluating competing Statements. The use of Evaluation Credits does not alter the Statement submitted by a 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 Request for Qualifications.

1. Qualifications/Experience. (Rating up to 25 points)
2. Project Approach. (Rating up to 25 points)
3. Key Staff. (Rating up to 25 points)
4. Management Approach. (Rating up to 15 points)
5. Work Product Sample. (Rating up to 10 points)
6. CSB/MBE/FBE Participation: Consultants shall submit the names of persons, subcontractors, joint ventures or others to be used in meeting CSB/MBE/FBE goals. (Pass/Fail)