



Request for Qualifications

Cleveland Hopkins International Airport CLE Professional Seasonal Drivers

Issued: September 15, 2017

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

- Northern Ireland Fair Employment Practices Disclosure
- Request for Taxpayer Identification Number Affidavit
- Non-Competitive Bid Contract Statement for Calendar Year 2017

EXHIBIT:

- Exhibit "A" – 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 ("Statements") from persons and firms that have the requisite, demonstrable competence and experience in providing professional services necessary to supply temporary and seasonal snow removal personnel. Such efforts would support the Department of Port Control's ("Department") mandate, by FAA Part 139 regulations, to maintain all taxiways, runways and ramp areas no worse than wet. 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 September 22, 2017, 10:00am 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 September 20, 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 October 6, 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 – CLE Professional Seasonal Drivers.**

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.

1. PURPOSE OF REQUEST

FAA Part 139 Subpart D Regulations state:

The snow and ice control plan, required by this section, shall include instructions and procedures for— (1) Prompt removal or control, as completely as practical, of snow, ice and slush on each movement area; and (2) Positioning snow off of movement area surfaces so that all air carrier aircraft propellers, engine pods, rotors and wingtips will clear any snowdrift and snowbank as the aircraft's landing gear traverses any full strength portion of the movement area.

Airport Maintenance Department

During snow emergencies, Field Maintenance is responsible for the following:

- Inspection and preparation of snow removal equipment prior to a snow event to ensure readiness for use;
- Conducting snow removal from the airfield pavement surfaces;
- Conducting chemical and sand treatment of the airfield pavement surfaces;
- Material loading into chemical and sand dispersion vehicles;
- Fueling of snow removal equipment;
- Coordination of any snow removal performed by contractors;
- Monitoring chemical and sand supplies and ordering additional quantities as necessary; and
- Hauling of piled snow.

The Department is seeking qualified persons and firms that have the requisite, demonstrable competence, and experience, in providing the professional services necessary to supply temporary and seasonal snow removal personnel that are capable in responding within a two (2) hour timeframe to assist the Department's Field Maintenance group with snow removal operations. Such efforts would satisfy the mandates, set by FAA as Part of 139 Subpart D regulations, to maintain all runways, taxiways and ramp areas free of snow and ice contamination.

Statements will be evaluated with a view toward entering into a contract with the Firm submitting the best overall Statement, with specific emphasis on firms demonstrating the requisite experience in providing professional services necessary to supply temporary and seasonal snow removal personnel.

2. SCOPE OF SERVICES

2.1 General Scope.

Utilizing its resources, the successful Firm shall provide all personnel and services necessary to provide professional, experienced and seasonal drivers. The Firm's drivers will be called upon when needed, to assist in cleaning and maintaining all of the runways, taxiways and ramp areas during winter operations.

The successful Firm's personnel shall perform their duties in a manner satisfactory to the Director, but will be exclusively under the direction and control of the successful Firm. In performing its duties hereunder, the successful Firm shall be an independent contractor in every respect.

The successful Firm shall be responsible for completing assigned tasks within the time agreed upon with the Department. Failure of the successful firm to complete assigned tasks in a timely manner may, in the City's sole discretion, result in the termination of the contract. Such discontinuance of the contract by the City shall not constitute a breach of the contract by the City and the City shall have no obligation or liability whatsoever; and successful Firm shall make no claim for payment of damages or of any cost or expenses incurred in connection therewith. This Request for Qualifications does not attempt to define the contract needs nor detail them, but rather allows for flexibility.

The Director, or his designee, shall review the project progress on a weekly basis. The successful Firm, the Director and Commissioner of Airports, 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 City has established the following scope of services to be provided by the successful Firm. The City reserves the right to revise the scope of services prior to the execution of a contract to: (i) reflect changes arising out of this qualification process; (ii) incorporate any City requirements adopted after the publication of this Request for Qualifications; and (iii) incorporate any other changes it deems necessary.

- A. Work will include, but is not limited to, on-call, clearing of snow and ice from CLE and BKL airport runways, taxiways, ramps and other safety areas.
- B. Work shall include plowing and applying deicing agents. Deicing agents shall be applied before, during or immediately after snow removal. Although plowing may not be necessary until two inches of accumulated snow, it will be necessary to use deicing agent in order to keep them free from ice. Deicing agent shall be applied in an amount sufficient to keep them free from ice.
- C. Snow shall be placed in areas that will prevent melt water from draining back onto cleared surfaces.
- D. The Firm shall be responsible to repair any damage caused as a result of negligence, by their operator, during snow clearing/removal operations and deicing at their own expense.
- E. The Field Maintenance Manager, or designee, shall notify the Firm when their services are required. The Field Maintenance Manager will determine when conditions warrant a request of services from the Firm. Duties may include, but are not limited to, snow removal operations or clean up after a snow emergency, etc.
- F. The Firm shall be prepared to respond no later than two (2) hours after they are notified.

- G. Response must be sufficient to help Field Maintenance maintain and clean the pavements and runways free of snow and ice buildup. Additional personnel may be required during snow emergencies to maintain accessibility to facilities for tenant and air carrier operations.
- H. Firm must be able to provide snow removal personnel 24 hours, 7 days a week, including holidays, to accommodate the Department's needs.
- I. Firm shall use its best effort to assist in the removal of snow in an efficient and prompt manner, in accordance with the terms hereof, so as not to delay operation of the Department's facilities.
- J. All work proposed by the contractor will be accomplished using the Department's equipment and supplies.

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 Airports 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 would require additional legislative authority.
- C. The City may terminate the contract, at any time, for cause, upon failure to perform in a manner satisfactory to the Director after the successful Firm has received written notice as provided in the contract. Such written notice may specify, among other matters, bankruptcy, unsatisfactory adherence to schedules, unsatisfactory performance of services, unsatisfactory operating practices or unsatisfactory equipment and failure to comply with other provisions of the contract. The Director shall, in the sole exercise of its business judgment, determine whether the service or any part thereof, is being performed in an unsatisfactory manner.
- D. The City may terminate the contract for cause and without any prior notice should the successful Firm fail to maintain any licenses or permits as required by the contract or fail to adhere to the City's and/or Department's applicable rules and regulations.
- E. The City may, at any time and in its sole discretion, without cause and upon thirty (30) calendar days' written notice, discontinue the contract entirely. Such discontinuance of the contract by the City shall not constitute a breach of the contract by the City and

the City shall have no obligation or liability whatsoever; and successful Firm shall make no claim for payment of damages or of any cost or expense incurred in connection therewith.

- F. 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.
- G. By submitting a Statement, in response to this Request for Qualifications, 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 Request for Qualifications.
- H. The contract to be awarded under this Request for Qualifications 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.
- I. 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 ("FAA") or the Transportation Security Agency. Adherence to all federal/state laws and regulations, and airport regulations and policy regarding access to certain airport areas is a requirement of the contract. Failure to comply with appropriate security requirements may be grounds for loss of security access and/or contract termination.
- J. 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.
- K. The statement above must be included in all subcontractor and subconsultant agreements that the prime contractor or prime consultant signs with a sub-contractor or subconsultant.

3.2 Subcontractors/Subconsultants.

Clearly indicate the specific tasks or areas of expertise that are subcontracted, and to what entities. Experience cited for proposed subcontractors 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.

Firm shall, at its expense and at all times during the performance of services, maintain the following insurance:

- (A) Comprehensive General Liability Insurance. The comprehensive general liability insurance policy ("CGL") shall (1) be occurrence type; (2) name City and the Designer as an additional insureds; (3) include products/completed operations coverage; (4) have limits of not less than a combined single limit of Five Million Dollars (\$5,000,000.00), covering the successful Firm, the City and the Designer 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 Contractor 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 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 anytime 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 Contractor, 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 of Cleveland and the Department of Port Control as an additional insured on their General Liability and Auto policies.
- (L) All policies shall contain a waiver of subrogation wherein the insurer(s) waives all rights of recovery against the City of Cleveland and Department of Port Control. All policies shall be primary and non-contributory.

- (M) Successful 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 subcontractors. All insurance shall be carried without interruption to the end of the guarantee period.

4. PROJECT SCHEDULE AND DELIVERABLES

4.1 Deliverables.

The City has established the following list which includes items that the 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 Director of Airports, Commissioner of Airports, Deputy Commissioner of Maintenance and Support Services, Field Maintenance Manager, or their assigned designee, on duty and in charge. 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 Commissioner of Airports or his designee.
- 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 Deputy Commissioner, or his designee, for approval.
- 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 Deputy Commissioner of Maintenance and Support Services, or his designee, for written approval.

- E. The Field Maintenance Manager 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. Copies of all appropriate written correspondence between the successful Firm and any party pertaining specifically to any project shall be provided to the Deputy Commissioner of Maintenance and Support Services, or his designee, within one week of the receipt or sending of such correspondence.
- G. No work performed on behalf of the Department may be used for other clients or potential clients of the successful.
- H. Successful Firm must attend briefings with the Director, executive staff, the Commissioner of Airports 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.
- I. Successful Firm must provide responses to questions or issues which may be raised by the DPC, CLE or FAA representatives during project reviews and audits.
- J. Successful Firm must provide a detailed monthly report, beginning with the start of each winter season month, from October 1st thru April 30th of each contract year, to the Deputy Commissioner of Maintenance and Support Services, Human Resources Manager and the Field Maintenance Manager, or his designee, for all employees that work for the Firm and were assigned to perform snow removal operations at the CLE or BKL. The report will include the employee's name, the number of regular hours worked, overtime and shift assigned. The firm will work exclusively for the Department and no other City of Cleveland Department.

5. GENERAL INFORMATION

5.1 Submission of Statement.

- A. Each Firm shall provide all information requested by the City in this Request for Qualifications. Firms must organize their packets to address each of the elements outlined and in the same order listed in Section 7 of this Request for Qualifications.
- B. Firms are advised to carefully read and complete all information requested in the Request for Qualifications. If the Firm's response to this Request for Qualifications 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 Request for Qualifications. 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 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.

5.5 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.

5.6 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.

5.7 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.

5.8 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 Request for Qualifications and that its failure to become familiar with all the requirements, provisions, conditions and information either in this Request for Qualifications 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.

5.9 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	September 15, 2017
Pre-qualification Conference	September 22, 2017
Deadline for Inquiries	September 29, 2017
Written Response to Inquiries	October 2, 2017
Deadline for Statements	October 6, 2017

5.10 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 Request for Qualifications, a written request for clarification or interpretation must be received by the Procurement Section of the

Department of Port Control, Cleveland Airport System, 5300 Riverside Drive, P. O. Box 81009, Cleveland, Ohio 44181-0009 no later than September 29, 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 Request for Qualifications. Any addenda so issued are a part of and incorporated into this Request for Qualifications 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 five (5) continuous years of experience in the last seven (7) years in providing the professional services of supplying CDL drivers.
2. 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.
3. 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 Request for Qualifications; 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.
4. 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.

5. 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 Snow Removal 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 Request for Qualifications, 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 Request for Qualifications, 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 Request for Qualifications.

- 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 the firm meets or exceeds the minimum qualifications; (ii) describe the nature of the firm's business experience and state the number of persons currently employed in such operations; (iii) clearly state the total number of clients for which the firm has provided general CDL driver services, as detailed in this Request for Qualifications, within the last ten (10) years; and (iv) state the name, location and date of all such contracts as have been terminated or cancelled within the past ten (10) years.
- E. Management Approach: Provide an organizational chart of the firm showing all major component units; indicate where the management of this contract will fall within the organization and what resources will be available to support this contract in both primary and secondary or back-up roles.
- F. Key Staff: Firms should identify the key staff proposed for this contract and provide their curriculum vitae. As to each staff member identified, Firm should set forth their specific responsibilities and availability. In addition, provide for each proposed key staff member a one-page resume detailing both general and specific experience related to the services as defined in this Request for Qualifications.
- G. Insurance: Demonstrate that the firm has the ability to secure the insurance required in Section 3.3 of this Request for Qualifications, 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.).
- H. 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.
- I. 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) Northern Ireland Fair Employment Practices Disclosure; (ii) Federal Taxpayer Identification; (iii) Affidavit; and (iv) Non-Competitive Bid Contract Statement for Calendar Year 2017.

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 September 29, 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.

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 (Section 7, Letter D). (Rating up to 50 points)
2. Management Approach as described in (Section 7, Letter E).
(Rating up to 30 points)
3. Key Staff as described in (Section 7, Letter F).
(Rating up to 20 points)