CLEVELAND
AIRPORT SYSTEM

April 1, 2015

Dear Prospective Firm:

The City of Cleveland, ("City"), owner and operator of Cleveland Hopkins International Airport and Burke Lakefront Airport (collectively "Airports"), through its Director of Port Control ("Director"), invites written Statements from Firms interested in North Airfield Improvement Project for Cleveland Hopkins International Airport. The Department of Port Control ("Department") is looking for a Firm to assist, to advise and to guide the City, through the Director or designee, in the North Airfield Improvement Project.

A pre-qualification conference will be held in the Federal Services Building at Cleveland Hopkins International Airport, 5301 West Hangar Road, Cleveland, Ohio 44135 **on Wednesday, April 8, 2015 at 10:00 a.m. local time.** Although attendance is not mandatory, firms are encouraged to attend. For reasons of security, those planning to attend the pre-qualification conference must register by 4:00 p.m. local time on **Tuesday, April 7, 2015** by e-mail to byohey@clevelandairport.com. At or before the conference, interested parties may submit or ask questions pertaining to this Request for Qualifications and the services desired. Please e-mail questions to byohey@clevelandairport.com.

If your firm is interested in this Request for Qualifications, please 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 Wednesday, April 29, 2015**. 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 or delivered to the address below and must be identified on the outside of the envelope(s) as: **Statement of Qualifications: North Airfield Improvement Project.**

Cleveland Airport System
Department of Port Control
2nd Floor Administrative Offices
5300 Riverside Drive
P. O. Box 81009
Cleveland, Ohio 44181-0009
Attn: Barbara Yohey

If Statements are hand-delivered, they should be addressed as above and taken to the Airport Information Counter located in the center of the ticketing level of the passenger terminal building at Cleveland Hopkins International Airport.

The Director reserves the right to reject all Statements or portions of any or all Statements, to waive irregularities and technicalities, to re-advertise or to provide the service otherwise in the best interest of the City. The Director may, at his sole discretion, modify or amend any and all of the provisions of this notice or the Request for Qualifications.

The Request for Qualifications documentation is available on the City Website as follows: http://www.city.cleveland.oh.us/CityofCleveland/Home/Government/CityAgencies/Finance/RFP or at the Department of Port Control at http://www.clevelandairport.com/Doing-Business/Bids--RFPs-(1).aspx

All future documentation including addenda, response to questions, schedule changes and additional requirements for this Request for Qualifications will be posted on the above sites as no additional mailings will be made.

Should you have any questions regarding this solicitation, please contact me.

Sincerely,

Barbara Yohey
Accountant I
Cleveland Airport System
Department of Port Control

CLEVELAND™
AIRPORT SYSTEM

Request for Qualifications

Cleveland Hopkins International Airport

North Airfield Improvement Project

Issued: April 1, 2015

Department of Port Control
Cleveland Hopkins International Airport
5300 Riverside Drive
P.O. Box 81009
Cleveland, Ohio 44181-0009
Phone: 216-265-6149
Fax: 216-265-6021

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ATTACHMENTS:

Northern Ireland Fair Employment Practices Disclosure
Request for Taxpayer identification Number
Affidavit
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EXHIBITS:

Exhibit "A" - Sub-contractor Addition and Substitution Policy
Exhibit "B" - Local Producer/Local Sustainable Business Ordinance

INTRODUCTION

The City of Cleveland ("City"), owner and operator of Cleveland Hopkins International Airport ("CLE"), through its Director of the Department of Port Control ("Director"), invites written Statements of Qualifications from firms that have requisite, demonstrable competence and experience in architectural and engineering services for the North Airfield Improvement Project (the "Project"), as required, for Cleveland Hopkins International Airport ("CLE"). Qualified firms either singly or in joint venture or other legal arrangements (collectively, the "Firm" or "Consultant") must have the requisite, demonstrated competence and experience in and a thorough knowledge of the required engineering services.

A pre-qualification conference will be held at the Federal Services Station Building, Planning & Engineering, 2nd floor Conference Room 6C-24C, 5301 West Hangar Road, Cleveland, Ohio 44135 on **Wednesday, April 8, 2015 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 **Tuesday, April 7, 2015** by e-mail to byohey@clevelandairport.com. When registering, it will be necessary to provide the names of all attendees. It is also advantageous to provide e-mail addresses for all attendees, although it is not required. Consultants are encouraged to attend the conference although attendance is not mandatory.

Each Consultant shall submit seven (7) complete Statements, consisting of one (1) unbound original, five (5) identical bound copies and one (1) digital copy in either Microsoft Word (.doc/.docx) or Adobe Acrobat (.pdf) format, to the City no later than 4:00 p.m. local time on **Wednesday, April 29, 2015**. No Statements shall be accepted after that time unless such date or time is extended pursuant to a written addendum issued by the City.

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

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

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

http://www.clevelandairport.com/Doing-Business/Bids---RFPs-(1).aspx

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

All future documentation including addenda, response to questions, schedule changes, additional requirements for the North Airfield Improvement project will be posted on the above sites as no additional paper mailings will be made for this Project. Upon receipt of a Letter of Invitation, it is requested that interested Firms contact Barbara Yohey via e-mail: byohey@clevelandairport.com as confirmation of receipt and interest.

1. BACKGROUND

The Department of Port Control is seeking Statements of Qualifications from qualified firms, with demonstrated experience in the airfield design. This project is for the design and contractual documents associated with the North Airfield Improvement Project at CLE. The major project elements include, but may not be limited to:

A. Earthwork
B. Drainage
C. Grading
D. Pavement Removal
E. Portland Cement Concrete Taxiway Pavement
F. Asphalt Surface and Base Pavements
G. Utility Relocation and or Abandonment
H. Lighting Infrastructure Installation and Relocations
I. Signage
J. Pavement Markings

This project will require the approval of and compliance with all applicable standards and codes from, but not limited to, the Federal Aviation Administration ("FAA"), the State of Ohio, the City of Cleveland and the Department of Port Control.

Statement of Qualifications shall consist of a maximum of forty five (45) one-sided pages exclusive of the City's Emerging Business Enterprise Development Schedules, additional submittal requirements and divider tabs. All required information shall be inclusive.

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

2. SCOPE OF SERVICES

2.1 General Scope.

The Federal Aviation Administration (FAA) has identified Taxiways with a higher potential for pilot confusion due to their width, orientation, or proximity to other airport facilities. These so called "hot spots" will be mediated through a multi-phase initiative to begin in 2015 with design. The following areas will be affected:

A. TW R will be removed and relocated from TW G to TW J. TW R is at an oblique angle at the crossing with Runway 6R-24L. The FAA has found that perpendicular intersections reduce pilot confusion which results in less incursions. TW R will be relocated perpendicular to Runway 6R-24L and TWs G and J. The relocation may result in the renaming of TW L1.

B. TW A will be extended from TW L to TW G. TW A currently ends at TW L. This project will extend the existing TW A to TW G on the west side. The extension will mitigate the issues resulting from the relocation of TW R.

C. TW A from TW J to TW L will be reconstructed in anticipation of increased traffic.

D. Extension of TW M from TW M1 to TW A. TW M currently ends at TW M1. TW M will be extended to TW A.

E. Construct a new bypass taxiway between 6R-24L and TW L south of TW W to serve the 24L threshold.

F. The abandoned TW C pavement Northeast of TW S will be removed.

G. TW S will be relocated to the south in between TW L and TW C. The relocation will eliminate a high speed exit from Runway 6R-24 L and reduce pavement width near TW C.

H. The width of TW S will be reduced from TW L to TW J. The pavement reduction will eliminate a high speed exit from Runway 6R.

I. Extend TW M from TW A to TW S.

J. Construct a new bypass taxiway from TW J2 to TW M.

K. Construct a new connector taxiway between TW M and TW L. The taxiway will be to the Southwest of TW S.

L. TW J will be reduced in width at selected areas from TW J2 to TW U.

The design will be performed under a task order based contract with one Consultant. DPC reserves the right to change the sequence/area of the individual task orders depending on funding. The task orders will be issued as indicated below:

A. Task Order 1: Design. 2015

B. Task Order 2: Design 2015

C. Task Order 3: Bid and Award Task Order 1. 2016

D. Task Order 4: Bid and Award Task Order 2. 2016

E. Task Order 5: Construction Administration Task Order 1. 2016-2017

F. Task Order 6: Construction Administration Task Order 2. 2017-2018

There will be one design Contract with a minimum of two construction Contracts. Funding for this Project is based in part on discretionary funding, DPC will award the individual Task Orders as modifications to the Consultant contract. The scopes of Task Order 1 and Task Order 2 will be based on proposed construction phasing. The project phasing will be based on the availability of FAA funding.

The successful Consultant will be required to design all full depth pavements according to the latest guidance from the Federal Aviation Administration. Pavement removal will be full depth and the replacement turf section will meet all applicable FAA standards and requirements. DPC would prefer to utilize soils already stockpiled on site to construct the required embankment. Stockpiles L and Q located on Airport grounds will be used for these purposes. The Consultant will be required to provide a comprehensive plan to mitigate any ammonia impacted soils encountered as a result of the excavation into DPC stockpiles.

The existing drainage is split between outfalls to the North and outfalls to the South. It is anticipated that the successful Consultant will provide options to the Department to improve drainage from the affected areas.

The Consultant must consider the fact that these projects are within the Aircraft Operating Area (AOA) and adjacent to numerous other projects simultaneously under design or construction, as a part of the overall capital improvements program at CLE. Certain building height restrictions and other operational considerations related to the AOA must be accounted for during the design development process as well as phasing for construction and rehabilitation. Construction operations cannot interfere with aircraft or support vehicle operations. A formal construction Safety and Phasing Plan for each design phase will be required for this project. The Safety and Phasing Plans will be submitted to the FAA for approval.

Other tasks for each construction project may include, but are not limited to, design and construction support services related to bidding support; submittal and shop drawing reviews; attending construction progress meetings; technical support; reviewing Requests for Information ("RFIs"); evaluating proposals; cost estimates; construction schedule; close out support, and generating as-built documents.

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

The scope of the contract shall encompass the defined scope of work. This Request for Qualifications does not attempt to define all of the contract needs nor detail them. Rather, it is flexible and allows for the credentials of the successful firm to be demonstrated in the areas of

expertise necessary to the contract. Please refer to Section 2.2 - Scope of Services and Section for more details regarding project services and preferred qualifications and experience.

2.2 Scope of Services.

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

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

A. Phase I: Preliminary Engineering Study and Report

1. Perform a Preliminary Engineering Study, and associated report defining the improvements needed to achieve the broad objective of the project assigned.

    a. Details, analysis, and recommendations must be in sufficient detail for a DPC review and conclusion to determine if project is considered feasible.
    b. Milestones shall be determined by the Consultant as a part of this study and report.
    c. Applicable codes and regulations for the project shall be investigated and identified.
    d. Utilities and Permit requirements shall be identified and discussed in relationship to availability, costs, fees, and impacts to schedule.

2. Field Surveying Services

    a. The Consultant is ultimately responsible for finding and verifying accuracy of any surveys for existing conditions from topographic, drainage, electrical, utility, geometric and other surveys, as required, to prepare plans of the existing conditions and facilities within the work limits as defined by the total project scope. DPC shall assist the Consultant to the extent possible as necessary to provide available information. Access will be provided to the Consultant to view all available surveys related to the project.
    b. The limits and boundaries of the proposed survey(s) shall be coordinated with the grid system established on the airport base map. The appropriate conversion equation will be provided by the Consultant to allow for insertion

of individual project surveys into the airport's master base map.

c. Furnish DPC a copy of all field notes, calculations and subsequent recommendations, conclusions, designs and classifications. Surveys and investigations shall be sufficiently complete to assure complete, accurate design and construction procedures.

d. Record drawings of Existing Airport facilities are available at the Airport Engineering Office. Contact the Airport Engineer to view the drawings.

e. Definitions and Best Practices.
    1. Coordinate System: Ohio State Planes North American Zone US Foot (OH83-NF.)
    2. Electronic Deliverables shall include, but not be limited to, DWG, PDF, DGN, SHP, TXT among others.
    3. Civil Engineering Projects shall utilize Autodesk Civil 3D (DWG) files.
    4. The GIS component shall utilize Autodesk Map (ESRI SHP) files.
    5. All Project Management will utilize Autodesk Navisworks (NVD) files.
    6. The City of Cleveland, Department of Port Control shall be named owner.
    7. Point Cloud: LIDAR data collected via aerial, terrestrial, or mobile methods shall be provided to DPC in both its RAW format and in a registered format acceptable to DPC.
    8. The base point of any DWG shall be 0,0,0.
    9. All deliverables shall have the UXS set to the default state. Only rotations utilizing DVIEW Twist will be accepted.
    10. All drawing objects shall have their properties defined as BYLAYER.
    11. All Layers will meet the current DPC Layer standards.
    12. Linework/models and their associated labels/text shall be on separate layers
    13. No exploded dimensions or drawing elements shall be accepted.
    14. All GIS data delivered to the owner shall be in the form of ESRI SHP files.

f. Deliverables:
    1. All electronic deliverables shall utilize the coordinate system as directed by DPC.
    2. Deliverables shall be in a format approved by DPC. Format requirements will be based upon the current operating software.
    3. Existing conditions files shall be provided to the owner in model form and in the following formats:
        a. A PNEZD comma delimited coordinate file, post processed, on a coordinate system and using the DPC Survey Code List and linework generation methodologies.
        b. An ETRANSMITTED DWG file representing the existing conditions in model form representing verbatim what is being submitted via PDF/copies. No alterations, exploding, bursting or other CAD detriment will be accepted.
    4. Each surface shall be submitted in a separate XML file.
    5. Each alignment shall be submitted in a separate XML file.

6. Point Cloud files are also the property of the owner and shall be provided to the owner in the following formats:
    a. A post processed, registered point cloud with a registration error report in the native hardware format. Registrations must meet the owner's requirements.
    b. The post-processed, registered point cloud in the RCP format for use with Autodesk modeling.
    c. Data shall be delivered on a media approved for the size of the data sets including but not limited to, high speed USB flash drives, high speed external hard drives, blu-ray discs. Format to be coordinated prior to delivery.
    d. The consultant is expected to maintain a copy of this data for the entire project duration and a period of 3 years after final payment. In the event of extended projects, the consultant will maintain the data indefinitely until the owner provides a written release of responsibility of the point cloud data.
7. Point Clouds for as-built deliverables-in addition to the above requirements:
    a. Point cloud comparisons will be provided in rendered results showing discrepancies. Both data sets used for these analyses shall be provided to the owner. A procedure list showing analysis technique steps will be provided to the owner as part of the as-built effort.
    b. Standard project as-built line-work will be generated from the point cloud as well as surfaces for the purpose of comparison to proposed design.

3. Geo-technical Evaluation
    a. The Consultant shall perform all soil investigation required to complete the design.
    b. The Consultant shall submit the anticipated Geo-technical effort that will be required as part of the Statement of Qualifications. The Consultant shall identify the Geo-technical firm to provide the consulting services.
    c. All services relating to soil borings (including safe abandonment) of test holes, rig mobilization, drilling, field and office sample analysis, disposal of materials, reporting, meetings and permitting must be submitted to the Airport Engineer for approval.
    d. The Consultant shall submit to DPC two (2) hard copies and one (1) electronic copy of the geo-technical report.

4. The Consultant shall develop a comprehensive environmental analysis and document for CLE as it relates to the proposed airfield improvement. Such efforts shall include addressing requirements of NEPA, and the development of plans that address current and future environmental regulations. Environmental planning efforts shall provide direction for development while maintaining compatibility with surrounding communities, and complying with regulatory requirements. Environmental planning tasks shall consider environmental impacts and alternatives for the proposed project at CLE.

5. The Consultant shall prepare a Preliminary Design Report addressing, at a minimum, the items listed in Paragraph 1 above for submission to the DPC. In addition, the successful Consultant shall prepare a construction phasing plan detailing, at a minimum or as assigned by the DPC, the Project limits, maintenance of airport traffic, phased construction of required construction, temporary construction, and preliminary cost estimates. Consultant may be required to submit five (5) draft copies for approval and three (3) copies of the final report.

6. The Consultant shall develop a Quality Assurance program related to the task. An outline of the requirements, action limits, and suggested corrective actions. Monthly project status reports will be required. These reports should include items due from DPC or any other stakeholder related to the project as well as any other significant information relating to the project. Corrective actions should be included in the submission.

7. All meetings. Progress and other, shall include DPC staff, project stakeholders, local, state, and federal agencies as applicable, with interest in the project such as the FAA Airports District Office and the Ohio EPA.

B. Phase II: Engineering Plans, Specifications and Bidding Documents

Based on the findings and determination made from Phase I, if approved by the Department, Consultant shall prepare plans, specifications and bidding documents for the construction of those improvements delineated by the Department. Because the outcome of Phase I efforts cannot be prejudged, Phase II is an option which may or may not be exercised by the Department for any project. In any event, the Department reserves the right to implement Phase II, using the successful Consultant from Phase I, or seeking another Consultant for Phase II. The tasks that the Consultant may be required to perform, but will not be limited to, include:

1. Upon approval of the Preliminary Design Report by the Department, the Consultant shall prepare detailed cost estimates, plans, specifications and contract documents suitable for public bidding.

2. At least three (3) submittals of engineering drawings, specifications, contract documents and construction cost estimates shall be made. Generally, the first submission is at thirty percent (30%) completion, the second at sixty percent (60%) completion and the final at one hundred percent (100%) completion for review and approval.

3. Engineering drawings shall be twenty-four inch (24") by thirty-six inch (36") sheets. If an alternate size sheet is desired, a request for approval shall be made to the Department.

4. The Consultant shall prepare all engineering data and reports that are required for application and procurement of all necessary regulatory permits. The

Consultant shall conduct conferences with the Department, FAA, Department of Homeland Security-Transportation Security Administration, Cuyahoga County and all other applicable regulatory agencies to finalize design procedures and schedules and obtain all necessary permits required for the project.

5. Due to the complexity of this Project and the areas that will be affected, DPC will hold stakeholder meetings to discuss overall phasing concepts and safety concerns during construction. The Consultant shall plan on a minimum of three (3) half day sessions to complete this effort.

6. The Consultant shall prepare a Draft and Final Engineering Report. This shall include, but not be limited to:

   a. The proposed development as it relates to other airport facilities and/or improvements;
   b. Potential problems to be encountered and available solutions with support for the recommended solution, including appropriate priorities and stages;
   c. Description of subsurface conditions, and a summary and analysis of related test data;
   d. Explanation and justification for pavement design; foundation and structural system design; mechanical system design; and electrical system design;
   e. Design loading and assumptions for structures;
   f. Explanation of recommendations for proposed grading and drainage design, including drainage and erosion control criteria and computation;
   g. Utilities design, including explanation of demand, availability, source, and conservation;
   h. Explanation on recommendations for architecture, finishes, signs and graphics;
   i. A discussion on ease of maintenance of all materials, systems, equipment, with estimated costs for operation and maintenance. Cost estimates of operation and maintenance shall include staff requirements, utility costs, preventive maintenance costs, etc.;
   j. Sequence of construction, including storage and staging area requirements, effect of construction on airport operations, parking and facilities;
   k. Material sources;
   l. Availability of contractors and contractor equipment;
   m. A discussion of contract time, milestones and recommended liquidated damages; and
   n. Detailed construction cost estimates.

7. Upon final approval by the Department, the Consultant shall furnish plans and specifications, as required, to bid and construct the project. Generally, forty (40) sets of plans and specifications shall be supplied to the Department for each project for public bidding. Electronic files, on CDs, of the construction documents shall also be provided. The Department's Computer Aided Drafting ("CAD") standards are available to the Consultant.

8. The Department shall conduct two pre-bid conferences with agenda, as required. The Consultant shall assist in securing, tabulating and analyzing bids, including an identification of the lowest, most responsive bidders. The Consultant shall produce conformed to contract documents for each project to be distributed to the Department, Construction Manager and Contractor, and assist, as required, in the award of the construction contracts.

9. The Consultant shall review and approve all construction shop drawings, technical submittals, material certificates and mix designs, and review and respond to all RFIs within the time frames specified in the Construction Documents.

10. Additionally, the Consultant shall provide the Department with all electronic/computer files used to produce all engineering drawings, reports and construction documents. The electronic/computer files shall be provided in a format acceptable to the Department. The Department currently uses **AutoCAD 2015** and **MicroSoft Office 2010** as its standard electronic/computer format. The Department's CAD standards are available to the Consultant.

C. Phase III: Optional Engineering Support Services

Optional services shall include support, as may be needed, during the Construction phases of each project and may include, but not be limited to: Shop Drawing and Submittal Review; Consultation during Construction and Preparation of As-Built Drawings. Generally, the Shop Drawing and Submittal Review, Consultation during Construction and Preparation of As-Built Drawings are performed by the successful Consultant for Phase II services. The Department reserves the right to implement Phase III, using the successful Consultant for either Phase II, or to seek another consultant for Phase III. A representative list of construction related items has been listed below. Some items may be performed by the successful Consultant while other elements are performed by another Consultant.

1. The Consultant shall assist the Department in conducting pre-construction conferences and shall advise the Department in all areas, as may be required, during construction.

2. The Consultant shall attend construction site coordination meetings, as required by the Department, to assist in the review of construction progress, attend walkthroughs, approve mock-ups, resolve issues for differing site conditions, coordinate submittal review, resolve design issues and RFIs, review and discuss Design Clarification Letters ("DCL") and clarify construction document requirements and intent.

3. The Consultant shall provide data and recommendations to resolve encountered field conditions, prepare estimates, designs, field revisions, and assist in negotiations of construction contract change orders, as required.

4. The Consultant shall provide technical assistance and consultation to the Department concerning construction related issues.

5. The Consultant shall provide all Quality Assurance services required for the construction of the project which shall include but not be limited to materials sampling and inspection, laboratory testing, field surveying, etc. as authorized by DPC.

6. The Consultant shall assist the Department in litigation, as may be required.

7. The Consultant shall prepare "As Built" drawings based on information obtained from the field and the contractor. The information obtained in the field shall be based on field observations, field measurements, and Quality Assurance surveying. All pipe inverts, manhole lids, and catch basing lids will be surveyed to document the as built condition.

8. The Consultant shall provide reproducible drawings and electronic files based on original designs to the Department reflecting the as built condition. These final drawings shall be completed within sixty (60) calendar days after receipt of the as-built information.

9. The Consultant shall input the required as-built survey data in the Federal Aviation Administration AGIS database. All requirements for submission will be met by the Consultant. As a part of your response to this Request for Proposals, please indicate that your firm has experience in Airport GIS data collection and submission to the Federal Aviation Administration.

3. GENERAL TERMS AND CONDITIONS OF THE CONTRACT

3.1 Terms and Termination.

A. The Department intends to recommend award of a contract to the firm that best satisfies the needs of the Department based on the requirements of this 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 will be until completion of services and approval of the project by the Director of the Department of Port Control.

C. The City may terminate the contract at any time, for cause, upon failure to perform in a manner satisfactory to the City after the successful Consultant has received written notice as provided in the contract. Such written notice may specify, among other matters, bankruptcy, unsatisfactory adherence to schedules, unsatisfactory performance of services, unsatisfactory operating practices or unsatisfactory equipment and failure to comply with other provisions of the contract. The City shall, in the sole exercise of its business judgment,

determine whether the service or any part thereof, is being performed in an unsatisfactory manner.

D. If at anytime during review or audit of the successful Consultant and its DBE subcontractors the City determines that the successful Consultant and its subcontractors are not functioning in good faith, the successful Consultant 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 Consultant does not meet the provisions of the corrective action plan and the City continues to find the successful Consultant and its DBE subcontractors not to be functioning in good faith or in non-compliance with the nondiscrimination provisions of this contract the City shall impose such sanctions as it may determine to be appropriate, including but not limited to (i) cancellation, termination or suspension of the contract; or (ii) suspension from participation in future CLE contracts.

E. The City may terminate the contract for cause and without any prior notice should the successful Consultant fail to maintain any licenses or permits as required by the contract or fail to adhere to the City's and/or Department's applicable rules and regulations.

F. The City may, at any time and in its sole discretion, without cause and upon thirty (30) calendar days' written notice, discontinue the contract entirely. Such discontinuance of the contract, by the City, shall not constitute a breach of the contract by the City and the City shall have no obligation or liability whatsoever; and successful Consultant shall make no claim for payment of damages or of any cost or expense incurred in connection therewith.

G. Failure of the successful Consultant to strictly enforce a subcontract agreement with any of its subcontractors shall be considered a default by the successful Consultant and grounds for termination of its contract.

H. By submitting a Statement of Qualifications in response to this Request for Qualifications, a Consultant is certifying that all work will be performed in conformance with applicable local, state and federal laws and regulations and accepts the terms and conditions set forth herein, all of which will be made a part of any contract awarded as a result of this Request for Qualifications.

I. 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 Consultant in performing such services.

J. Any member of the Consultant team requiring access to a Security Identification Display Area or Air Operations Area as part of his/her assigned duties shall be subject to background checks, fingerprinting and other requirements as may be determined by 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 these Contracts. Failure to comply with appropriate security requirements may be grounds for loss of security access and/or Contract termination.

K. Consultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of United States Department of Transportation assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Department deems appropriate.

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

3.2 Subcontractors/Subconsultants.

Clearly indicate the specific tasks or areas of expertise that are subcontracted and to what entities. Experience cited for proposed subcontractors/subconsultants shall demonstrate proficiency in the services proposed for this contract. If the Consultant has doubt as to whether an area or field of expertise may potentially be used on the project, then strongly encouraged is a subcontractor/subconsultant with this specialty be provided with the list of subcontractors/subconsultants intended to be part of the Consultant's project team. Adding subcontractors/subconsultants later into the project will require the City of Cleveland's Board of Control approval and, depending on the specialty, may stop progress on the project. Subcontractors/subconsultants not approved by the Board of Control will not be allowed to work on the Project in any aspect.

3.3 Insurance.

The successful Consultant, at its expense, shall at all times during the term of the contract resulting from this Request for Qualifications, 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 Consultant, as contractor, shall provide a copy of the policy or policies and any necessary endorsements, or a substitute for them satisfactory to and approved by the Director of Law, evidencing the required insurances upon execution of the contract.

A. Comprehensive General Liability Insurance. The comprehensive general liability insurance policy ("CGL") shall (1) be occurrence type; (2) name City as an additional insured; (3) have limits of not less than a combined single limit of Five Million Dollars ($5,000,000.00), covering the successful Consultant and the City as their interest may appear, for any one incident; and (4) be primary with respect to

Contractor's general liability, notwithstanding any other insurance covering City. If Contractor shall use motor vehicles on the aircraft ramps, taxiways or runways of the Airport and such vehicles are not escorted by escorts authorized and approved by the City, the limit of the CGL insurance required to be maintained by the Contractor shall be increased to a limit of not less than Ten Million Dollars ($10,000,000.00), covering the successful Consultant and the City as their interest may appear, for each occurrence.

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 Consultant 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 Consultant and the City as their interest may appear, for any one incident for bodily injury (including death at any time occurring) and property damage per occurrence for any work and/or access to the airside area of the Airport.

C. Professional liability insurance (including errors and omissions) shall have limits of not less than One Million Dollars ($1,000,000.00) each occurrence and subject to a deductible each occurrence of not more than Fifty Thousand Dollars ($50,000.00) per occurrence and in the aggregate and if not written on an occurrence basis, shall be maintained for a period of not less than two (2) years following the completion of the services provided under the contract. The policy shall include valuable papers coverage with limits of not less than One Hundred Thousand Dollars ($100,000.00).

D. Workers' compensation and employer's liability insurance as provided under the laws of the state of Ohio. Notwithstanding the foregoing successful Consultant 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 Consultant shall save the City harmless from any and all liability from or under said act.

E. Successful Consultant shall maintain statutory unemployment insurance protection for all its employees.

F. The policy or policies shall be with companies authorized to do business in the State of Ohio and rated "A" or above by A. M. Best Company or its equivalent.

G. 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."

H. 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 consultant will be required to provide as deliverables. The City reserves the right to modify the list of deliverables at any time before execution of a contract to add, delete, or otherwise amend any report or other deliverable, as it deems necessary, in its sole judgment, and in the best interest of the City.

A. Within one week after receipt of a written Notice To Proceed issued by the Department, the successful Consultant shall be prepared to begin work covered by the contract and shall execute the work to be performed on as-required to the Department's satisfaction and in accordance with the tasks specified, unless otherwise directed by the Department.

B. All work performed by the Consultant shall be under the direction of the Department's Project Manager.

C. At all meetings, between the Department and the Consultant, held in connection with the project, DPC shall take minutes of all topics discussed and depositions or conclusions reached. Within one (1) week, DPC shall prepare a formal set of meeting minutes. DPC will conduct weekly progress meetings with all interested parties to discuss the progress of the work and any problems or issues affecting the completion of the task.

D. All pertinent telephone conversations between the Department and the successful Consultant, relative to instructions and/or authorizations, must be confirmed in writing by the successful Consultant and submitted to the Project Manager for written approval.

E. The Successful Consultant is responsible for controlling costs and ensuring that all required work is completed within the approved time limit for each task. No modification to the scope of work or extra work shall be considered by the Department unless conditions have been specifically documented as required by the terms of the contract. Additionally, this documentation shall be verified prior to the Department's authorization to the successful Consultant to perform additional work.

F. The successful Consultant's staff shall be available with no more than two (2) business days' notice to attend meetings or make presentations at the request of the Department's Project Manager. The successful Consultant may be called upon to provide maps, drawings, audiovisual displays and similar material for such meetings.

G. Copies of all appropriate written correspondence between the successful Consultant and any party pertaining specifically to any project shall be provided to the Department's Project Manager within one week of the receipt or sending of such correspondence.

H. All other correspondence shall be turned over to the Department after completion of the project. The successful Consultant shall provide, to the Department, on a monthly basis, progress reports, which describe the work performed on each work element, problems encountered, man hours expended by each member of the team and the total dollar expenditure on the project by work element during the reporting period. Progress reports shall be delivered to the Department's Project Manager within one week of the monthly reporting period and shall be attached to the invoices when submitted for payment.

I. No work performed on behalf of the Department may be used for other clients or potential clients of the successful Consultant without prior written approval from the Department's Project Manager.

J. Briefings with the Director, executive staff and other Department staff as requested. The successful Consultant will also be expected to provide briefings to the Director or his designated representative regarding any issues which arise during the conduct of the work.

K. Provide responses to questions or issues which may be raised by FAA representatives during project reviews and audits.

L. Provide progress reports, including work accomplished; tasks yet to be accomplished; any issues which have arisen which need the Department's assistance in order to obtain resolution and a description of the percentage of the work completed, in hard copy and electronically (in Microsoft or other pre-approved format).

M. Provide a minimum of three (3) hard copies and three (3) electronic copies on CD-ROM of each completed work product, including a detailed executive summary. Additional copies may be requested on an as-needed basis.

5. GENERAL INFORMATION

5.1 Submission of Statement.

A. Each Consultant shall provide all information requested by the City in this Request for Qualifications. Consultants must organize their packages to address each of the elements outlined and in the same order listed in Section 7 of this Request for Qualifications.

B. Consultants are advised to carefully read and complete all information requested in the Request for Qualifications. If the Consultant'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 Consultant should, to the extent possible, use products consisting of or containing recycled content in its Statement including, but not limited to, folders, binders, paper clips, diskettes, envelopes, boxes, and the like. Do not submit any or a greater number of samples, attachments or documents than specifically requested.

5.2 City's Rights and Requirements.

A. Under the laws of the State of Ohio, all parts of a statement, other than trade secret or proprietary information, may be considered a public record which, if properly requested, the City must make available to the requester for inspection and copying. Therefore, to protect trade secret or proprietary information, the Consultant should clearly mark each page, but only that page, of its Statement that contains that information. The City will notify the Consultant if such information in its Statement is requested, but cannot, however, guarantee the confidentiality of any proprietary or otherwise sensitive information in or with the Statement. Blanket marking of the entire Statement as "proprietary" or "trade secret" will not protect an entire Statement and is not acceptable.

B. The Director, at his sole discretion, may require any Consultant to augment or supplement its Statement or to meet with the City's designated representatives for interview or presentation to further describe the Consultant's qualifications and capabilities. The requested information, interview, meeting or presentation shall be submitted or conducted, as appropriate, at a time and place the Director specifies.

C. The City reserves the right, at its sole discretion, to reject any Statement that is incomplete or unresponsive to the requests or requirements of this 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.

All Statements will remain in effect and be subject to selection by the City until the earlier of the execution of a final contract or one hundred eighty (180) calendar days after the deadline for Statement submission ("Statement Expiration Date"). Until the Statement Expiration Date, Consultant agrees that its Statement shall remain in effect, as submitted, and subject to selection by the City.

5.3 Supplemental Information.

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

5.4 Disadvantaged Business Enterprise (DBE) Utilization

A. It is the policy of the United States Department of Transportation that socially and economically disadvantaged business enterprises, as defined at Title 49 Code of Federal Regulations Part 26, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently, the DBE requirements of 49 CFR Part 26 shall apply to any agreement that results from this procurement.

B. By responding to this request for qualifications, the participant agrees to ensure that DBE firm, as defined at 49 CFR Part 26, will have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. In this regard, the Respondents shall take all necessary and reasonable steps in accord with 49 CFR Part 26 and the Airport's DBE Program to ensure the DBE firms have the maximum opportunity to compete for the performance of contracts. Neither the Respondents nor the selected contractor shall discriminate on the basis of race, color, national origin or gender in the performance of a USDOT assisted contract.

C. The term "disadvantaged business" means a small business concern, which is at least 51 percent owned by one or more socially and economically disadvantaged persons or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals and whose management and daily business operation are controlled by one or more of the socially and economically disadvantaged individuals who own it.

D. "Socially and economically disadvantaged individuals" means a citizen of the United States (or lawfully admitted permanent resident) who meets the criteria set forth in 49 CFR Section 26.5. The Airport annually sets an overall DBE goal and triennially sets a DBE goal for work to be performed under Airport contracts, including construction activity procurement of common goods and services, personal service contracts, concessions and rental car contracts. While the expected percentage of certified DBE utilization may vary from contract to contract due to the availability of DBEs in any given line of work, the Airport believes that overall goals to be realistically obtainable over time with the assistance of the federal government, the business community and DBE organizations.

E. In order to meet Federal requirements and to provide for maximum participation of certified DBEs, the Airport specifies a percentage of participation goals in contracts with subcontracting opportunities.

F. The Airport has specified a DBE goal of twenty percent (**15%**) and a SBE goal of five percent (**5%**) for the work to be performed under this solicitation.

G. The Airport requests that the respondents submit a plan for the utilization of disadvantaged business enterprises at the time of proposal. The DBE goal commitment plan submission at the time of proposal shall include the names and addresses of DBE firms that will participate in the contract, description of work of each DBE firm

participating, the dollar/percentage amounts of the participation, written and signed documentation of commitment to use a DBE whose participation it submits to meet a contract goal, written and signed confirmation from the DBE that it is participating in the contract as provided in the Proposers commitment, and if the contract goal is not met, evidence of good faith.

H. At the time of submission all respondents must complete all affirmative action/equal opportunity documentation, which is contained in an attached appendix.

I. For goal-attainment purposes, all DBEs must be certified under the Ohio DBE Uniform Certification Program (UCP). All DBE forms must be completed and reviewed by the Airport prior to selection and entering into a final Agreement. Only DBE firms that are UCP certified at the time of final contract negotiations will be accepted as counting toward the established DBE contract goal. After Airport review and a written determination of the DBE documents the Proposer may enter into an Agreement with DBE firm(s). The Respondents must submit executed Agreements with UCP certified DBE and non-DBE subcontractors/sub consultants to the Airport Office of Emerging Business Enterprise Development (EBED) within sixty (60) days after award.

J. The selected firm(s) shall take all reasonable and necessary steps to commit to and meet and maintain the DBE goals. If the Respondent fails to achieve and maintain the level of certified participation, good faith efforts must be provided. In the event that a DBE is not performing a Contractor/Consultant must present all issues in writing. If, the Contractor/Consultant requests a DBE or (Non-DBE) substitution, the request must be made to the Airport in writing and the Contractor/Consultant must receive written approval from the Airport prior to the substitution.

K. In an effort to determine compliance with the DBE program, the Airport requires that the respondent submit certified monthly reports, indicating the payments made to all participating DBE and non-DBE subcontractor(s)/sub consultant(s). Along with the reports the Respondent must submit a signed form from the DBE and non-DBE subcontractors/consultants verifying the information indicated on the monthly reports. The Airport has the right to audit and review the respondent's and DBE subcontractor(s)/sub consultant(s) work area and any records without prior notification. All records must be maintained by the Respondent and DBE subcontractor(s)/sub consultant(s) and the Airport for a period of three (3) years following the completion of the Contract.

The successful proposer, 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 proposer 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 nondiscrimination clause.

5.5 Outreach Events.

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

5.6 Equal Opportunity Clause.

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

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

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

5.7 Short-listing.

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

5.8 Execution of Contract.

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

5.9 Familiarity with Request for Qualifications; Responsibility for Statement.

By submission of a statement, the Consultant acknowledges that it is aware of and understands all requirements, provisions and conditions in the 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 Consultant will not relieve it from responsibility for all parts of its Statement and, if selected for a contract, its complete performance of the contract in compliance with its terms. Consultant acknowledges that the City has no responsibility for any conclusions or interpretations made by Consultant on the basis of information made available by the City and the City does not guarantee the accuracy of any information provided and Consultant expressly waives any right to a claim against the City arising from or based upon any incorrect, inaccurate or incomplete information or information not otherwise conforming to represented or actual conditions.

5.10 Anticipated Statement Processing.

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

Release of Request for Qualifications:	**Wednesday, April 1, 2015**
Pre-qualification Conference:	**Wednesday, April 8, 2015**
Deadline for Inquiries:	**Wednesday, April 15, 2015**
Written Response to Inquiries:	**Wednesday, April 22, 2015**
Deadline for Statements:	**Wednesday, April 29, 2015**

5.11 Interpretation of Statement Document.

A. If any prospective Consultant 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 **April 15, 2014**. Requests for clarification or interpretation may be submitted via e-mail to byohey@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 Consultant, regardless of the form of its business entity, must meet the following requirements. Failure to meet all requirements may be cause for rejection of a Statement. If Consultant is a partnership or a joint venture, at least one general partner or constituent member must meet the requirements. Each Consultant must:

1. Provide evidence that it has a minimum of five (5) continuous years of experience in the last seven (7) years in performing large capital project design services for public agencies.

2. Have previous experience in professional engineering design services for other airports; or employ a designated staff member with airport experience. The designated staff member should have any required licenses and/or certification.

3. Possess all applicable licenses, certificates, permits or other authorizations required by all governmental authorities, including the City, having jurisdiction over the operations of the successful Consultant at CLE or elsewhere.

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

5. Firms must demonstrate experience in establishing and maintaining constructive relation with project stakeholders and the community.

7. STATEMENT CONTENT

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

A. Cover Letter: The cover letter should identify the firm and state other general information that the Consultant desires to include regarding the Consultant's business organization. At a minimum the cover letter must include the name, form of business entity (e.g. corporation, partnership, joint venture, etc.), principal address, federal tax identification number, telephone number and facsimile number of the Consultant.

B. Executive Summary: The executive summary should provide a clear and concise summary of Consultant's background, level of expertise, direct relevant experience and

ability. The executive summary should make the Consultant's case as the best candidate for providing engineering services to CLE. Consultants should structure this section in a manner that allows it to serve as a stand-alone summary when separated from the other sections of the Statement.

C. Qualifications/Experience: This section gives Consultants the opportunity to discuss their industry experience and what defines them as a leader in their industry. Firms may submit as much information in this section as is needed to differentiate itself and its Statement from the other firms.

Please include, as a minimum, the following information: (i) clearly communicate how you meet or exceed the minimum qualifications; (ii) list relevant recent experience for each firm on the consultant team as it relates to providing general engineering services to medium or large hub airports. The list should be limited to no more than seven (7) projects for the prime participant and no more than five (5) projects for each sub consultant. Provide information regarding projects this Consultant team has worked on together previously and length of partnering.(iii) give the name, location and date of all similar contracts that have been terminated or canceled within the past three (3) years, prior to the expiration of their contractual term, and also list any judgments terminating or any pending lawsuits or unresolved disputes for the termination of such services provided by you within the past three (3) years; and (iv) give the names and addresses of at least three (3) references as to your professional capability. The references should include the name of the contact person, e-mail address and telephone number.

D. Project Approach: Provide a statement discussing your understanding of the North Airfield Improvement Project at CLE, including those factors that are critical to making the opportunity a success. Firms must provide a detailed discussion of how firm will approach this project to ensure that the City's goals and objectives will be realized. The Statement should also identify and discuss key issues impacting services as defined in this Request for Qualifications and CLE as well as discuss methods/models that would address key issues. Lastly, this section should include phasing scenarios to ensure near normal aircraft operations during construction.

E. Key Staff: Consultants should indicate the key staff proposed for this contract, setting forth the specific responsibilities and availability of each proposed key staff person. Provide for each proposed key staff person a one page resume detailing both general experience and specific experience related to the services as defined in this Request for Qualifications.

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

1. Personnel proposed shall have the desired qualifications and experience in his/her area of expertise. It is preferred key staff experience cited be within the past ten years.

2. Individuals proposed and accepted by the Department as personnel for this contract are expected to remain dedicated to the contract.

3. In the event any key staff person(s) becomes unavailable for continuation of the work assignment, the Successful Firm shall replace said individual(s) with personnel of equal ability and qualifications. However, any changes to designated key staff personnel require the prior written approval of the Department. If acceptable, changes shall be in effect without additional cost to the Department and without formal modification of the contract.

4. The successful Consultant shall provide personnel at skill levels required for each type of services to be performed under the contract. Any employee whose service is deemed unsatisfactory for any reason by the Department shall be removed from the project. Upon written notification from the Department, the successful Consultant shall promptly offer a replacement with equal ability and qualifications for the Department's approval. The successful Consultant shall be responsible for any costs arising from the action of the Department relative to this requested action.

5. Any member of the successful Consultant's team requiring access to a Security Identification Display Area or Air Operations Area as part of his/her assigned duties shall be subject to background checks, fingerprinting and other requirements as may be determined by the Department, or the Federal Transportation Security Administration. Adherence to all federal, state, county and city laws and regulations and CAS regulations and policy regarding access to certain CAS areas is a requirement of this contract. Failure to comply with appropriate security requirements may be grounds for loss of security access and/or contract termination.

F. Management Approach: Provide an organizational chart of the firm showing all major component units; where the management of this contract will fall within the organization and what resources will be available to support this contract in both primary and secondary or back-up roles. A discussion of cost control related to the location of work and performing project management responsibilities, including participating in meetings and completing work at CLE for this contract should also be included.

G. Work Product Samples: Firms are to submit a case history which demonstrates their ability to perform general engineering services. Be specific as to how and why the firm decided to approach the project a certain way. This case history should address the following elements: (i) concept; (ii) strategy; and (iii) supporting tactics (e.g. traffic forecast). The sample must have been developed within the past three (3) years. In addition, provide examples and discuss in narrative the firm's capacity to produce quality materials in written, graphic and pictorial form.

H. DBE Participation: Firms shall submit the names of persons, subcontractors, joint ventures or others to be used in meeting DBE goals or requirements.

I. Affidavit: Firms shall submit, with its Statement, an affidavit stating that neither it, nor its agents, nor any other party for it has paid or agreed to pay, directly or indirectly, any person, firm or corporation any money or valuable consideration for assistance in

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

J. Joint Ventures or Partnerships: If the Statement submitted is on behalf of a joint venture or partnership, an executed copy of the joint venture or partnership agreement must be submitted with the Statement and will become an attachment to the City's contract. The award of a contract to the joint venture or partnership may be indicated as a condition precedent for the commencement of either such agreement.

K. Additional Submittal Requirements: Firms shall complete, execute and return with its Statement the following documents, copies of which are attached to this Request for Qualifications: (i) Northern Ireland Fair Employment Practices Disclosure; (ii) Request for Taxpayer Identification Number and Certification; (iii) Affidavit; and (iv) Non-Competitive Bid Contract Statement for Calendar Year 2015.

L. Environmental Sustainability: Describe how the proposed services/project/solution incorporate environmental sustainability.

M. Supplemental Information

1. The City may require a firm to further supplement its written Statement to obtain additional information regarding its qualifications or to meet with the City's designated representatives to further describe the firm's qualifications and abilities.

2. The decision regarding which firm(s) will be asked to supplement their Statement or meet with City representatives is in the Director's sole discretion.

3. Supplements will be utilized for clarification purposes only and the firm may not substitute material elements of its written Statement nor may the firm provide previously omitted material. The requested information or meeting shall be respectively furnished or take place at the time and place specified by the City.

8. INQUIRIES

Interested parties may submit questions pertaining to the 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 **April 22, 2015**. The Department will provide answers to question via an Addendum posted on-line. Questions may be submitted via e-mail to byohey@clevelandairport.com. Verbal responses given by representatives of the City at any time may not be relied upon by the Consultant in submitting its Statement or in the performance of its obligations under the Request for Qualifications.

9. DISQUALIFICATION OF CONSULTANT/ STATEMENT

The City does not intend by this Request for Qualifications to prohibit or discourage submission of a Statement that is based upon Consultant's trade experience relative to the

scope of work, services or product(s) described in this 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 Consultant submit only one Statement including all alternatives to the Statement that the Consultant desires the City to consider, it will accept Statements from different business entities or combinations having one or more members in interest in common with another Consultant. The City may reject one or more Statements if it has reason to believe that Consultants have colluded to conceal the interest of one or more parties in a Statement, and will not consider a future Statement from a participant in the collusion. In addition, the City will not accept a Statement from or approve a contract to any Consultant that is in default as surety or otherwise upon an obligation to the City or has failed to perform faithfully any previous contract with the City, or is currently in default under any contract with the City.

The City reserves the right to reject any or all Statements. Failure by a Consultant to respond thoroughly and completely to all information and document requests in this 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 Consultant.

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

10. EVALUATION OF STATEMENTS

The City department/division issuing this 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 Consultants meeting the minimum requirements.

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

and "Local Sustainable Business" are defined in City of Cleveland Ordinance No. 1660-A-09 (Refer to **Exhibit "B"** attached hereto).

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

1. Qualifications/Experience. (Rating up to 15 points)
2. Project Approach. (Rating up to 30 points)
3. Key Staff. (Rating up to 20 points)
4. Management Approach. (Rating up to 25 points)
5. Work Product Sample. (Rating up to 10 points)
6. EBED Participation: Firms shall submit the names of persons, subcontractors, joint ventures or others to be used in meeting DBE goals. (Pass/Fail)

NORTHERN IRELAND FAIR EMPLOYMENT PRACTICES DISCLOSURE

INSTRUCTIONS:☐☐ Pursuant to Codified Ordinance Sec. 181.36, the information requested on this page must be supplied by all contractors and any subcontractors having more than a fifty percent (50%) interest in the proposed contract prior to any contract being awarded by the City of Cleveland. Any contractor or subcontractor who is deemed to have made a false statement shall be declared to have acted in default of its contract and shall be subject to the remedies for default contained in its contract. For failure to cure such a default, the contractor or subcontractor shall be automatically excluded from bidding for the supply of any goods or services for use by the City for a period of two (2) years.

CHECK WHICHEVER IS APPLICABLE:

☐ A.☐ ☐☐ The undersigned or any controlling shareholder,* subsidiary, or parent corporation of the undersigned is **NOT ENGAGED IN ANY BUSINESS OR TRADING FOR PROFIT IN NORTHERN IRELAND.** (If paragraph A. is checked, proceed to the signature line.)

☐ B.☐ ☐☐ The undersigned or any controlling shareholder,* subsidiary, or parent corporation **IS ENGAGED IN ANY BUSINESS OR TRADING FOR PROFIT IN NORTHERN IRELAND.** (If paragraph B. is checked, please either check the stipulation contained in paragraph C. or attach documentation that shows that the undersigned has complied with the stipulation contained in paragraph C.)

☐ C.☐ ☐☐ The undersigned and all enterprises identified in paragraph B. are **TAKING LAWFUL AND GOOD FAITH STEPS TO ENGAGE IN FAIR EMPLOYMENT PRACTICES WHICH ARE RELEVANT TO THE STANDARDS EMBODIED IN THE "MacBRIDE PRINCIPLES FOR FAIR EMPLOYMENT IN NORTHERN IRELAND."** A copy of the MacBride Principles can be obtained from the Office of the Commissioner of Purchases and Supplies. In lieu of checking this paragraph, the undersigned must attach documentation which the undersigned believes shows compliance with the stipulation contained in this paragraph C.

_____
Name of Contractor of Subcontractor

By: _____

Title: _____

☐ * "Controlling shareholder" means any shareholder owning more than fifty percent (50%) of the stock in the corporation or more than twenty-five percent (25%) of the stock in the corporation if no other shareholder owns a larger share of stock in the corporation.

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			–			–				

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here | **Signature of U.S. person** ▶ | **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Requested By:_____
(Department/Office)

NON-COMPETITIVE BID CONTRACT STATEMENT FOR CALENDAR YEAR 2015 (ALL DEPARTMENTS/OFFICES)

This statement, properly executed and containing all required information must be completed. **IF YOU FAIL TO COMPLY, YOUR PROPOSAL WILL NOT BE CONSIDERED.**

Entity Name: _____

Entity's Mailing Address: _____

_____

COMPLETE SECTION I, II, OR III BELOW, WHICHEVER IS APPROPRIATE, AND SECTION IV.

NOTE: For purposes of this Statement, the "Mayor" and "Mayor's Committee" means Frank G. Jackson and the Frank G. Jackson For A Better Cleveland Committee, respectively.

SECTION I. TO BE COMPLETED BY NON-PROFIT CORPORATIONS AND GOVERNMENTAL ENTITIES.

If you are recognized by the IRS as a non-profit corporation or are a governmental entity, mark the appropriate designation below and proceed to the indicated section(s).

_____ NON-PROFIT CORPORATION **GO TO SECTIONS III and IV.**

_____ GOVERNMENTAL ENTITY **GO TO SECTION IV.**

SECTION II. TO BE COMPLETED BY INDIVIDUALS, SOLE PROPRIETORSHIPS, PARTNERSHIPS, INCORPORATED PROFESSIONAL ASSOCIATIONS, UNINCORPORATED ASSOCIATIONS, ESTATES AND TRUSTS.

The above-named entity is a (Please mark appropriate designation):

_____ SOLE PROPRIETORSHIP

_____ INCORPORATED PROFESSIONAL ASSOCIATION

_____ UNINCORPORATED ASSOCIATION

_____ LIMITED LIABILITY COMPANY

_____ TRUST

_____ ESTATE

_____ PARTNERSHIP

_____ JOINT VENTURE

For purposes of Section II, a "principal" means an individual, an owner, a partner, a shareholder, a member, an administrator, an executor or trustee connected with the above-named entity, or the spouse of any of them.

PLEASE READ PARAGRAPHS (A) and (B) and mark the appropriate paragraph. If paragraph (B) is checked, the City of Cleveland is prohibited by Section 3517.13 of the Revised Code from awarding a non-competitively bid contract over $500.00 to the entity during calendar year 2015 unless Council makes a direct award.

_____ (A) NO ONE PRINCIPAL of the above named entity made one or more contributions to the Mayor or the Mayor's Committee between January 1, 2013 and December 31, 2014 that totaled in excess of $1,000.00 per individual. (This paragraph also applies if no principal of the above-named entity made any contributions to the Mayor or the Mayor's Committee).

_____ (B) ONE OR MORE PRINCIPALS of the above named entity made, as individual(s), one or more contributions to the Mayor or the Mayor's Committee between January 1, 2013 and December 31, 2014 that totaled in excess of $1,000.00.

SECTION III. TO BE COMPLETED BY NON- PROFIT AND FOR-PROFIT CORPORATIONS AND BUSINESS TRUSTS.

_____ NON-PROFIT CORPORATION _____ FOR-PROFIT CORPORATION

_____ BUSINESS TRUST (OTHER THAN INCORPORATED PROFESSIONAL ASSOCIATIONS)

For purposes of Section III, a "principal" means an individual or an entity owning more than 20% of the corporation or business trust or the spouse of any such individual.

PLEASE READ PARAGRAPHS (A) (B) (C) and (D) and mark the appropriate paragraph. If paragraph (C) is checked, the City of Cleveland is prohibited by Section 3517.13 of the Revised Code from awarding a non-competitively bid contract over $500.00 to the entity during calendar year 2015 unless Council makes a direct award. If paragraph (D) is checked, the City of Cleveland is prohibited by Section 3599.03 from awarding a contract to the non-profit corporation.

_____ (A) NO INDIVIDUAL or entity owned more than 20% of the corporation or business trust between January 1, 2013 and December 31, 2014.

_____ (B) NO PRINCIPAL of the above named entity made, as an individual, one or more contributions to the Mayor or the Mayor's Committee between January 1, 2013 and December 31, 2014 that totaled in excess of $1,000.00. (This paragraph also applies if no principal of the above-named entity made any contributions to the Mayor or the Mayor's Committee).

_____ (C) ONE OR MORE PRINCIPALS of the above named entity made one or more contributions to the Mayor or the Mayor's Committee between January 1, 2013 and December 31, 2014 that totaled in excess of $1,000.00 individual.

_____ (D) FUNDS OF THE NON-PROFIT CORPORATION were contributed to the Mayor or the Mayor's Committee at any time.

GO TO SECTION IV.

SECTION IV. TO BE COMPLETED BY ALL ENTITIES.

I do hereby state that I have legal authority to complete this statement on behalf of the above-named entity and to the best of my knowledge and belief the answers herein are true and complete.

Print Name _____ Print Title _____

Signature _____ Date _____

Telephone No. _____
(Area Code)

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared the above-named _____, who acknowledged that (he/she) did sign the foregoing statement and that the same is (his/her) free act deed, personally and as duly authorized representative of _____, and the free act and deed of the entity on whose behalf (he/she) signed.

Notary Public _____

Date _____

FOR MAYOR'S OFFICE USE ONLY

_____ ELIGIBLE _____

_____ INELIGIBLE _____

DATE _____

NOTE: Section 181.23 and Section 185.04 of The Codified Ordinances of Cleveland, Ohio 1976 require that this affidavit, properly executed and containing all required information, accompany your bid. IF YOU FAIL TO COMPLY, YOUR BID WILL NOT BE CONSIDERED.

STATE OF _____

} **SS** **AFFIDAVIT**

COUNTY

_____ being first duly sworn deposes and says:

Individual only: That he/she is an individual doing business under the name of _____ at _____, in the City of _____, State of _____

Partnership only: That he/she is the duly authorized representative of a partnership doing business under the name of _____, in the City of _____, State of _____

Corporation only: That he/she is the duly authorized, qualified and acting _____ of _____, a corporation organized and existing under the laws of the State of _____; and that he/she said partnership or said corporation, is filing herewith a bid to the City of Cleveland in conformity with the foregoing specifications;

Individual only: Affiant further says that the following is a complete and accurate list of the names and addresses of all persons interested in said proposed contract: _____

Affiant further says that he/she is represented by the following attorneys: _____ and is also represented by the following resident agents in the City of Cleveland: _____

Partnership only: Affiant further says that the following is a complete and accurate list of the names and addresses of the members of said partnership: _____

Affiant further says that said partnership is represented by the following attorneys: _____ and is also represented by the following resident agents in the City of Cleveland: _____

Corporation only: Affiant further says that the following is a complete and accurate list of the officers, directors and attorneys of said corporation:

President — Directors:
Vice President
Secretary
Treasurer
Cleveland Manager or Agent
Attorneys

And that the following officers are duly authorized to execute contracts on behalf of said corporation:

_____

_____

_____

Affiant further says that the bid filed herewith is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not, directly or indirectly, induces or solicited any other bidder to put in a false or sham bid, and has not, directly or indirectly, colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to secure any advantage against the City of Cleveland or anyone interested in the proposed contract; that all statements contained in such bid are true; that said bidder has not, directly or indirectly, submitted his bid price or any break-down thereof or the contents thereof, or divulged information or data relative thereto, or paid or agreed to pay, directly or indirectly, any money, or other valuable consideration for assistance or aid rendered or to be rendered in procuring or attempting to procure the contract above referred to, to any corporation, partnership, company, association, organization, or to any member or agent thereof, or to any other individual except to such person or persons as herein above disclosed to have a partnership or other financial interest with said bidder in his general business; and further that said bidder will not pay or agree to pay, directly or indirectly, any money or other valuable consideration to any corporation, partnership, company, association, organization or to any member or agent thereof, or to any other individual, for aid or assistance in securing contract above referred to in the event the same is awarded to

_____
(name of individual, partnership or corporation)

Further affiant saith not.

(Sign Here) * _____

Sworn to before me and subscribed in my presence this _____ day of _____, 20_____.

_____
Notary Public