



Request for Proposal

Cleveland Hopkins International Airport

Rental Car Concession

Issued: June 22, 2022

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

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ATTACHMENTS:

Northern Ireland Fair Employment Practices Disclosure
Affidavit
Request for Taxpayer Identification Number
Non-Competitive Bid Contract Statement for Calendar Year 2022
ACDBE Schedules

EXHIBITS:

Exhibit "1-A and 1-B" - Counter and Ready Return Stall Site Map
Exhibit "2" - Service Center Site Map

Exhibit "A" - Sub-contractor Addition and Substitution Policy
Exhibit "B" - Local Producer/Local Sustainable Business Ordinance
Exhibit "C" - Mandatory FAA Information
Exhibit "D" - Department of Port Control Specifications

INTRODUCTION

As part of the ongoing effort to accommodate changing consumer demands, to provide the highest levels of service, to the air traveling public, and to maximize the generation of income, the City of Cleveland ("City"), owner and operator of Cleveland Hopkins International ("CLE") and Burke Lakefront ("BKL") airports (collectively the "Airport System"), through its Director of the Department of Port Control ("Department"), invites the submission of Qualifications and a Financial Proposal (the "Proposal") from experienced, professional operators to manage a rental car concession which includes supplying and maintaining the vehicles at the Airport System (the "Service"). Firms may bid independently, in joint venture, or via other legal arrangements (collectively the "Proposer"), but must demonstrate requisite competence and experience in, and a thorough knowledge of, airport rental car concession operations including management, maintenance and oversight.

The goal, of the Department, in seeking proposals, is not only to enhance non-airline generated revenue, but to also provide the air traveling public, patrons of the Airport System, as well as tenants, Airport System-based employees and the general public, with convenient, stress free and efficient services related to renting vehicles, consistent with the requirements contained in this Request for Proposal ("RFP"). Furthermore, and to that end, all Proposals should contain realistic financial projections and indicate how the Proposer will adapt to changing trends and markets during the term of the contract.

In connection with this RFP the Department's objectives are:

- Utilizing its own personnel, vehicles and equipment, the Successful Proposer shall maintain, operate and manage the rental car concession and operate or assign the operation of the associated shuttle services;
- Develop and execute customer service and customer expansion initiatives aimed at increasing the percentage of prospective customers using the Rental Car Consolidated Facility ("RAC");
- Provide patrons of the Airport System and the air traveling public with a clean, safe and dependable mode of transportation;
- Ensure compliance with all applicable laws, rules, regulations and standards for a public rental car service; and
- Establish and maintain high levels of professionalism and customer service to the Airport System, employees and the air traveling public.

A mandatory pre-proposal meeting will be held, on **Wednesday, July 6, 2022, at 10:00 a.m. local time, via WebEx Meeting. To call into the meeting call 1-415-655-0002 and the access code is 2634 733 6951.** At that time, interested parties may ask questions pertaining to this RFP. **Those planning to attend the pre-proposal conference must register by 4:00 p.m. on Tuesday, July 5, 2022, by e-mail to smuia@clevelandairport.com.** When registering, it will be necessary to provide the names of all attendees. It is also advantageous to provide e-mail addresses for all attendees, although it is not required. **As this pre-proposal meeting is mandatory, Proposers must attend the conference in order to submit a Proposal.**

Each Proposer shall submit seven (7) complete Proposals, consisting of one (1) unbound original, five (5) identical bound copies and one (1) digital copy in either Microsoft Word (.doc/.docx) or Adobe Acrobat (.pdf) format, to the Department no later than **4:00 p.m. local time on Friday, August 5, 2022.** No Proposals shall be accepted after that time unless such date or time is extended pursuant to a written addendum issued by the City

Proposals may be mailed to the address below and must be identified on the outside of the envelope(s) as:
Proposals – Rental Car Concession

Cleveland Airport System
Department of Port Control
Administrative Offices

5300 Riverside Drive
P. O. Box 81009
Cleveland, Ohio 44181-0009
Attention: Sharri Muia, Contracts & Procurement Manager

Proposers may also elect to submit their Proposal electronically. Please send the electronic Proposal submission to airportprocurement@clevelandairport.com. All electronic submissions must be received no later than **4:00 p.m. local time on Friday, August 5, 2022**.

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

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

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

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

NOTE: In an effort to comply with the City’s green initiatives, the Department will advertise all RFPs and Requests for Qualifications (RFQs), on the websites listed above, together with all supporting documentation. A Letter of Invitation will be released as notification of the publication of a RFP or RFQ for all projects.

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

1. BACKGROUND

The City, owner and operator of the Airport System, through its Director, has historically entered into Leases By Way of Concession, for certain city owned space, in the RAC, to operate and serve as a rental car concession to the air traveling public and the patrons of the Airport System. The facility is generally located at 19601 Maplewood Avenue Cleveland, OH 44135 nearest to CLE. CLE is classified as a medium sized airport, serving, on average, approximately 10 million passengers (*prior to the pandemic*) annually. Serving as the leading airport in Northeast Ohio, CLE was the 43rd busiest airport in the US in 2020 as ranked by the ACI-NA.

The rental car operations, at the Airport System, are an important element in the passenger experience and historically have represented one of the largest sources of non-airline revenue, with pre-pandemic gross sales exceeding \$10 million annually. This source of non-airline revenue comes from the lease and rental car operation, under the current available eight (8) counters, in the RAC, available for the concession. (Refer to Exhibits “1-A and 1-B” – Counter and Ready Return Stall Site Map). Each site listed varies by footage.

With the proposal period of this RFP, the Department reserves the right to modify the footage on any available site, deemed as in the best interest of the City. In addition, there are currently eight (8) service centers, at the RAC, for use of support services for the concession. (Refer to Exhibit “2” – Service Center Site Map).

2. SCOPE OF REQUESTED SERVICES

It is the Department's intent to award multiple Leases By Way of Concession (also referred to as “Lease” in this RFP) granting each successful Proposer a non-exclusive right and obligation to operate a rental

car concession from the RAC at CLE. The successful Proposers will be responsible for the day-to-day operation and management, of the concession, and shall be required to satisfactorily meet the public's demand, for rental car services, by providing an efficient and professional operation. The Department shall have the exclusive right to provide additional rental car companies, outside of this RFP, as well as off-airport rental car companies, with privileges to include, but not limited to, parking, if deemed to be of interest of the City. In addition, the Director reserves the right to reject any or all proposals, or portions of any or all such proposals, to waive irregularities and technicalities, to re-advertise or to proceed to provide the Service otherwise in the best interest of the City. The Director may, at his sole discretion, modify or amend any, and all, provisions herein.

The successful Proposers who wholly own (100% ownership interest) two or more brands, shall be permitted to dual brand under this RFP. Any Proposer wishing to dual-brand must provide evidence of ownership at time of submittal. Proposer shall acknowledge and be responsible for the following operational requirements;

- Utilizing its own personnel and vehicles, each successful Proposer shall provide all equipment necessary to:
 - Establish and maintain high levels of customer service; and
 - Ensure compliance with all applicable laws, rules, regulations and standards, for car rental companies.
- Successful Proposers will be responsible for the day-to-day management and operation of the concession, including providing all supplies, vehicles, equipment, operating personnel, insurance, permits and licenses, maintenance and repair, and all other labor and materials necessary required for the satisfactory and continued performance of the Service.
- The Director or his designee shall review the day-to-day operation of the Service no less frequently than quarterly. The successful Proposers and the Director, or his designee, shall maintain communication concerning the performance of the Service, and establish the operating procedures under which the Service will be provided.
- The Successful Proposer's personnel shall perform their duties in a manner satisfactory to the Director, but be exclusively under the direction and control of the successful Proposer. In performing its duties hereunder, the successful Proposer shall be considered an independent contractor in every respect.

2.1 Detailed Scope

The award will be for a non-exclusive rental car service Lease by Way of Concession.

The Successful Proposer is expected to, at all times, display professional integrity and perform, at a minimum, the following:

- A. Develop, update and maintain programs, rules and procedures for the management and operation of the concession, recommended for Department approval.
- B. Compliance
 - a. All applicable laws and regulations, including, without limitation, the requirements of the American with Disabilities Act;
 - b. All applicable safety regulations to ensure a safe workplace;
 - c. All applicable laws and regulations related to insurance;
 - d. Sustainable practices where applicable;
 - e. All applicable laws, regulations and coordination related to inclement weather;
 - f. All applicable laws and regulations related to the Federal Aviation Administration; and
 - g. All applicable laws and regulation of the Federal Government, State of Ohio and the City.

C. Consortium

The successful Proposers shall form a Consortium or participate, if in existence, within four (4) months of commencement of the term of the Lease. The Consortium is formed to undertake the operating and maintenance requirement at the RAC.

- a. Shall comply, if it is determined in the Director's reasonable judgment, that the required standards of service are not being satisfactorily met, the Director may notify the Consortium, in writing to correct the noted deficiencies. If such corrective measures are not substantially accomplished, to the reasonable satisfaction of the Director, within fifteen (15) days after receipt of such notice, the City shall have the right, without further notice, to perform or cause performance of such maintenance or other corrective action as may be necessary and the company shall be liable to the City for their allocated share of the cost of such maintenance or other corrective action based on its share of the total leased premises at the RAC at the time of/if the Consortium's failure to perform plus twenty (20%) for administrative overhead.
- b. Shuttle Service: To provide shuttle bus service for the transportation of rental car customers between the Airport Passenger Terminal Building at CLE and the RAC, and in compliance with all rules, regulations and directives of the City and the Director as may be issued from time to time in the interest of protecting health, safety and good order.
- c. Shuttle Service: Shall be owned and operated by the Consortium and shall be furnished impartially to each on-airport Rental Car Lessee and no on-airport Rental Car Lessee shall be factored over any other on-airport Rental Car Lessee.
- d. Maintenance: The Consortium shall, at its expense, provide for all cleaning, janitorial and repair services necessary to maintain the RAC at a high standard of cleanliness, neatness and orderliness and free from any refuse at all times, including pest control, general cleaning, interior and exterior window washing, general custodial, lawn mowing, gardening and landscaping, painting and dry wall maintenance and repair, plumbing repairs and maintenance, roofing repairs and maintenance, grading, sewer repairs and cleaning, asphalt and concrete repairs to roadways and parking areas, snow removal, HVAC and mechanical repair and service, lighting, general electrical repair and maintenance and upkeep of utilities and any other necessary maintenance services as may be reasonably requested by the Department. The Consortium will have four (4) months from the commencement of Lease to take complete control of the maintenance service.

D. Transportation Fee

A per transaction transportation fee shall be assessed on all vehicles rented from, or contracts entered into, for rental cars, at the RAC. The fee shall be used to fund the operation of the shuttle bus service and all associated costs. The amount of the transportation fee shall be equal to the amount projected to pay all costs related to the operation of the shuttle bus service, including a reasonable contingency. The Transportation Fee shall be calculated each operating year and determined by the sole discretion of the City.

E. Allocation of Ready/ Return Stalls; Counter and Back Office Space

- a. Each successful Proposer shall be allocated thirty (30) Ready/Return stalls. The remaining Ready/ Return stalls shall be allocated proportionately, to the extent possible; to each on-airport Rental Car Lessee with a market share of greater than five percent (5%) on the basis of the total number of Ready/ Return stalls available times the market share of each such on-airport Rental Car Lessee. Rental rates for Ready/ Return stalls shall be calculated each operating year based the Consumer price index (CPI). The initial rate for the first year, of the first term, has been established at: One Thousand Two Hundred Dollars and 77/100 (\$1,200.77) per parking stall. The rental fee for each Ready/ Return stall shall be in addition to the Privilege Fee. (Refer to **Exhibit "1-A and 1-B"**, Counter and Ready Return Stall site map).

- b. The Director shall reallocate Ready/Return stalls annually, beginning with the second lease year. The Director shall give ninety (90) calendar days prior written notice of a reallocation. Each successful Proposer shall be allocated thirty (30) Ready/Return stalls. The remaining Ready/Return stalls shall be allocated proportionately, to the extent possible; to each on-airport Rental Car Lessee with a market share of greater than five percent (5%) on the basis of the total number of Ready Return stalls available times the market share of each such on-airport Rental Car Lessee. No reallocation will occur unless one or more Rental Car Lessee's market share increases by a minimum of five percent (5%) of the previous year's share.
- F. Remittance of an annual Privilege Fee (as further defined in Section 4 of this RFP) will give the Successful Proposers the right to lease counter and back office space. Rental rates for the customer counter and back office space shall be calculated based on the Consumer Price Index (CPI). The initial rate for the first year, of the first term, has been set at: One Hundred Three Dollars 36/100 (\$103.36) per lineal foot per year. The rental fee for counter and back office space shall be in addition to the Privilege Fee.
- G. Beginning with the second Lease Year, the Director shall reallocate the counter and back office space in the RAC following the fifth lease year unless the calculation set forth herein results in no on-airport Rental Car Lessee adding more than five (5) lineal feet of additional counter space. The Director shall give ninety (90) calendar days written notice of a reallocation. Each Successful Proposer shall be allocated fifteen (15) lineal feet of counter space in the RAC. The remaining counter space shall be allocated proportionately, to the extent possible; to each on-airport Rental Car Lessee with a market share of greater than five percent (5%) on the basis of the total lineal feet of counter space available times the market share of each such on-airport Rental Car Lessee. To the extent possible back office space will be reallocated so that is approximately the same length as the counter space allocation.
- H. The City reserves the right to adjust the rental rates and related fees for counter/back office premises, Ready/Return stalls and Transportation Fees annually on the anniversary of the effective date of the Lease By Way of Concession. Prior to entering into a Lease By Way of Concession, the City will provide each Successful Proposer with a summary of rental rates and fees applicable to each Successful Proposer's premises and operation at CLE.
- Note:** If a Proposer bids dual brands, its minimum annual guarantee and gross receipts and gross revenues shall include the combined figures for all brands. Those wishing to dual brand will be required to utilize a single Ready/Return area and shall be required to bid for and work from a single counter and back office space.
- I. Service Facilities. The incumbent rental car companies retain all rights and privileges to the service facilities until such time that the City takes possession of the service centers. After the City acquires the service centers, the rental car companies will be responsible for leasing the buildings based on fair market value.

2.2 Minimum Standards of Service

The City has established the following minimum standards for the Service at the airport. The City reserves the right to revise these minimum standards proper to the execution of a contract to (i.) reflect changes arising out of this proposal process; (ii) incorporate any City requirements adopted after the publication of the RFP; and (iii) incorporate any other changes it deems necessary.

- A. Vehicles utilized under the Lease By Way of Concession shall (i) comply with the requirements of all present and future laws, ordinance, orders directives, codes, rules and regulations of federal, state and local governmental agencies, including those of the City and the Airport, (ii) comply with the Clean Air Standards Act and (iii) comply with the Americans with Disabilities Act.
- B. Successful Proposers shall operate the shuttle bus service exclusively to and from the Airport and the RAC. Successful Proposers shall not be permitted to pick-up passenger's off-airport.

- C. Areas for maintenance of vehicles must be provided off-site by the Successful Proposers. Maintenance is done at the service facilities. The City may lease certain space (if and when available) in the RAC for the servicing, storing and maintaining of vehicles.
- D. Successful Proposers shall be responsible for uniforms, parts, materials, and supplies required for the maintenance and operation of the Service and its employees. Successful Proposers must also replace, as necessary, any equipment needed, including vehicles, during the term of the Lease.
- E. Procure, at their sole cost, from all governmental authorities, including the City, having jurisdiction over the operations of the Successful Proposers at the Airport System or elsewhere, all licenses, certificates, permits or other authorizations, which may be necessary to conduct its operations.
- F. Demonstrate the ability to respond timely to transportation requests by staging vehicles on Airport System grounds.
- G. Successful Proposers shall not engage in any business at the Airport System other than that permitted by the Lease without the express written consent of the Director. All administrative and operational duties, facilities and/or equipment required by Successful Proposers to execute the Lease will be exclusive to that Lease unless otherwise approved, in writing by the Director.
- H. Successful Proposers shall defend, indemnify and save harmless the City, its officers, agents and employees from any and all claims, demands, suits, actions proceedings of any kind or nature whatsoever, including workers' Compensation claims, in any way resulting from or arising out of the Lease.
- I. All vehicle accidents involving a Successful Proposer's employees shall be reported to their supervisor who will notify the Director. The Successful Proposers are responsible to ensure an accident report or incident report is completed and will supply a copy of that report to the Director within 24-hours of the accident.
- J. Employees of Successful Proposers who drive vehicles in the course of their employment with a driving record unacceptable to the Director will be removed.
- K. The Director may refuse to approve employment of any person to perform work at the Airport System under the Lease, if such person is deemed by the Director to be unfit to carry out the duties of the position to which the Successful Proposer intends to assign or has assigned such individual.
- L. All vehicle models in operation at the Airport System for the Service are required to be no more than two (2) model years old as of October 31st each year nor have more than seventy-five thousand (75,000) miles. All vehicles shall be air-conditioned, heated, meet all safety standards required by law and be maintained in good operating condition and appearance. All vehicles proposed to be used under the Lease for the operation of the Service are subject to City approval. All vehicles must be sized to legally operate on the Airport System and public roadways and have luggage capacity appropriate for the vehicle's use and size.
- M. The Director may require Successful Proposers to replace any vehicle that in his sole judgment is not in a safe and satisfactory working condition or does not have a satisfactory interior and/or exterior appearance.
- N. If at any time during the term of the Lease, the Director determines that the number of vehicles requires adjustment the Director shall, by thirty (30) calendar days' written notice require the Successful Proposers to adjust the number of vehicles in service in order to meet the requirements of the traveling public. Successful Proposers may request an adjustment to the number of vehicles in service if CLE annual passenger counts change by +/- thirty percent (30 %).
- O. Successful Proposers will be required to accept major credit cards, such as MasterCard, Visa

and American Express regardless of the amount of the charges.

- P. Successful Proposers shall promptly and courteously respond to customer complaints regarding the Service. Successful Proposers shall within five (5) calendar days of the date a written complaint is first received make an appropriate written response to the customer, which if further action on the complaint is required, may consist of an acknowledgement of the complaint and a statement of further action to be taken. Customer complaints that are received by telephone are to be responded to immediately by telephone and followed up in writing. Successful Proposers shall submit monthly to the Ground Transportation Manager, of the Department, a copy of each complaint report prepared by the Successful Proposer and the written response and record of telephone discussions.
- Q. Successful Proposers shall include in their subcontract agreements, if any, a provision for termination of the subcontract agreement in the event the subcontractor fails to obey any present or future laws, ordinances, orders, directives, codes, rules and regulations of any federal, state or local governmental agencies, including those of the City and the Airport System, which may be applicable to rental car operations. Successful Proposers shall also include in their subcontract agreements a requirement to immediately notify the City of any suspension or revocation of the subcontractor's licenses, permits or insurance, if applicable, or if.

3. MINIMUM OPERATING REQUIREMENTS

The City has established the following minimum operating requirements for the Service:

- A. Successful Proposers shall provide adequate Service to accommodate passengers arriving on all commercial air carrier flights, including scheduled and charter flights, and other persons requiring transport at CLE.
- B. Successful Proposers shall closely monitor air carrier flight schedules for the purpose of providing prompt shuttle service to the traveling public at CLE.
- C. The Director shall designate pickup/drop off locations at the Airport Passenger Terminal Building at CLE.
- D. Successful Proposers shall abide by all rules, regulations and directives of the Department and other governmental agencies in the conduct of their business at the Airport. The rules, regulations and directives shall include, but shall not be limited to Airport rules, regulations and directives which shall include but are not limited to the prohibition of soliciting business at the Airport System (soliciting for purposes of the Lease is hereby defined as any action by any employee or representative of a Successful Proposer to market or sell Successful Proposer's service at the Airport System prior to initiation of a conversation by a prospective customer with a Successful Proposer's employees or representative).

4. GENERAL TERMS AND CONDITIONS

4.1 Term and Termination

- A. The term of the Lease shall be for an operating period of five (5) years commencing with the effective date of the Lease (the "Initial Term"). The City at its sole discretion shall have the option to extend the term of the Lease for an additional five (5) year period (the "Option Term") by notifying the Successful Proposers, in writing, of the exercise option no later than one-hundred eighty (180) calendar days prior to the expiration of the original term. The Director shall consult with each lessee prior to pursuing such additional legislation as required for the Option Term.

- B. The City reserves the right to adjust the rental rates and fees for counter/back office premises, the Ready/Return stalls and Transportation Fees on an annual basis for each year of the Initial Term and Option Term.
- C. The City may terminate the Lease at any time for cause upon failure to perform in the manner satisfactory to the City after the successful Proposer has received written notice as provided in the Lease. 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 Lease. The City shall, in its sole discretion, determine whether the Service or any part thereof, is being performed in an unsatisfactory manner.
- D. If at any time during review or audit of a successful Proposer and its Airport Concessions Disadvantaged Business Enterprise ("ACDBE") subcontractors, if any, the City determines that the successful Proposer and its ACDBE subcontractors are not functioning in good faith, the successful Proposer must submit a corrective action plan within five (5) calendar days of the written findings. The City will then review the corrective action plan and, if acceptable, will provide written approval of the plan. If the Successful Proposer does not meet the provisions of the corrective action plan and the City continues to find the Successful Proposer and its ACDBE subcontractors not to be functioning in good faith or in non-compliance with the nondiscrimination ACDBE provisions of the Lease the City shall impose such sanctions as it may determine to be appropriate, including but not limited to: cancellation, termination or suspension of the Lease or (ii) suspension from participation in future airport contracts.
- E. The City may terminate the Lease for cause and without any prior notice should a successful Proposer fail to maintain any licenses or permits as required by the Lease or fail to adhere to the City's and/or Airport Systems' applicable rules and regulations.
- F. The City may, at any time and in its sole discretion, without cause and upon one hundred eighty (180) calendar days' written notice, discontinue the Service entirely. Such discontinuance of the Service by the City shall not constitute a breach of the Lease by the City and the City shall have no obligation or liability whatsoever; and Successful Proposers shall make no claim for payment of damages or of any cost or expense incurred in connection therewith.
- G. Failure of a Successful Proposer to strictly enforce a subcontract agreement with any of its subcontractors shall be considered a default by the successful Proposer and grounds for termination of its Lease with the City. The City may, at any time and in its sole discretion, without cause and upon one hundred eighty (180) calendar days' written notice, discontinue the Service entirely. Such discontinuance of the Service by the City shall not constitute a breach of the Lease by the City and the City shall have no obligation or liability whatsoever; and Successful Proposers shall make no claim for payment of damages or of any cost or expense incurred in connection therewith.
- H. If at any time during the Initial Term and Option Term of this agreement the City builds a new rental car facility at CLE, any rental car company that has entered into a Lease offering rental car services at CLE will move from the current location to the new site location at said companies' expense and upon the direction of the Director or his designee.
- I. By submitting a Proposal, in response to this RFP, a Proposer is certifying that all work will be performed in conformance with applicable local, state and federal laws and regulations and accepts the terms and conditions set forth herein, all of which will be made a part of any contract awarded as a result of this RFP.
- J. Successful Proposers, and any subcontractors, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Successful Proposers 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 a Successful proposer to carry out these requirements is a material breach of this contract, which may result in the termination of the Lease or such other remedy as the City deems appropriate.

- K. The statement above must be included in all subcontractor and sub consultant agreements that the prime Successful Proposer signs with such subcontractor or sub consultant.

4.2 Subcontractors/Sub consultant

Clearly indicate the specific tasks, or areas of expertise, that are subcontracted, and to what entities. Experience cited for proposed subcontractors/sub-consultants shall demonstrate proficiency in the services proposed for in this RFP. Adding subcontractors/sub consultants later into each Successful Proposer's operations to provide the Service will require the City's Board of Control approval and, depending on the specialty, may impact the ability to provide the Service. Subcontractors/sub consultants not approved by the Board of Control will not be allowed to provide any aspect of the Service.

4.3 Prompt Payment

CLE requires that all subcontractors performing work on DOT-assisted contracts shall be promptly paid for work performed pursuant to their agreements, in accordance with all relevant federal, state, and local law.

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the prime contractor receives from the Department of Port Control.

CLE ensures prompt and full payment of retainage from the prime contractor to the subcontractor within 10 days after the subcontractor's work is satisfactorily completed. Pursuant to §26.29, CLE has selected the following method to comply with this requirement:

The CLE may hold retainage from prime Contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime Contractors based on these acceptances, and require a contract clause obligating the prime Contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 10 days after CLE's payment to the prime Contractor.

a. From the total of the amount determined to be payable on a partial payment, a percent, not to exceed 10%, percent of such total amount will be deducted and retained by CLE for protection of CLE's interests. Unless otherwise instructed by the CLE, the amount retained by the Owner will be in effect until the final payment is made except as follows:

(1) Contractor may request release of retainage on work that has been partially accepted by the Owner in accordance with Section 50-14. Contractor must provide a certified invoice to the RPR that supports the value of retainage held by the Owner for partially accepted work.

(2) In lieu of retainage, the Contractor may exercise at its option the establishment of an escrow account per paragraph 90-08.

The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 10 days after the Contractor has received a partial payment. Contractor must provide the CLE evidence of prompt and full payment of retainage held by the prime Contractor to the subcontractor within 10 days after the subcontractor's work is satisfactorily completed. A subcontractor's work as satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by CLE. When CLE has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

When at least 95% of the work has been completed, the Engineer shall, at the CLE's discretion and with the consent of the surety, prepare estimates of both the contract value and the cost of the remaining work to be done. CLE may retain an amount not less than twice the contract value or estimated cost, whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor.

4.4 Privilege Fee/ Minimum Annual Guarantee

During the Initial Term and Option Term of the Lease, Successful Proposers shall pay to the City as a fee for the concession either ten percent (10%) of the gross revenues derived from the operation of the Service during each lease year or the minimum annual guarantee (MAG) for that year, whichever is greater. Any proposal submitted for less than these amounts may be considered, by the City, to be non-responsive. The MAG for the first year of the Initial Term shall be provided by the City prior to entering into a Lease with each Successful Proposer. The MAG for subsequent years of the Initial Term shall be calculated as eighty percent (80%) of the prior year's Privilege Fee provided by each Successful Proposer.

4.5 Surety Bond/Letter of Credit

Upon execution by a Successful Proposer of a Lease, the Successful Proposer shall furnish to the City a surety bond or an irrevocable letter of credit in an amount equal to the initial year's minimum annual guarantee. All Successful Proposers must furnish the surety bond or irrevocable letter of credit for a period of one (1) year as security for Successful Proposers' performance under the Lease and the Successful Proposers are required to furnish a surety bond or irrevocable letter of credit as security for each year of the lease year. Said bond or irrevocable letter of credit shall guarantee the performance by the Successful Proposers of all terms, covenants and agreements to be observed and performed by the Successful Proposer.

4.6 Americans with Disabilities Act

Successful Proposers shall be required to submit a statement indicating compliance with the Americans with Disabilities Act ("ADA"), Public Law 101-336, including (a) actions taken to comply with ADA at the Airport; (b) information regarding lawsuits or complaints filed against the Successful Proposer pursuant to the ADA; (c) plans for future actions to enhance both ADA mandated and voluntary accessibility; and (d) plans regarding accessible shuttle buses and accessible cars available for rental.

4.7 Insurance

Successful Proposer shall, at its expense and at all times during the performance of services, maintain the following insurance coverage. The insurance company (ies) providing the required insurance shall be authorized by the Ohio Department of insurance to do business in Ohio and rated "A" or above by A.M. Best Company or equivalent. The Successful Proposer, shall provide a copy of the policy or policies and any necessary endorsements or a substitute for them satisfactory to and approved by the Director of Law, evidencing the required insurance upon execution of the contract.

A. **Comprehensive General Liability Insurance.** The comprehensive general liability insurance policy ("CGL") shall (1) be occurrence type; (2) name City and the Designer as an additional insureds; (3) include products/completed operations coverage; (4) have limits covering the successful Contractor, the City and the Designer as their interest may appear, for any one incident; and (5) be primary and non-contributory, notwithstanding any other insurance covering City. Such policy or policies shall include "Contractual Liability", the "Explosion Hazard", the "Underground Property Damage Hazard", and the "Collapse Hazard". If Proposer 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, covering the Successful Proposer and the City as their interest may appear, for each occurrence.

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

- b. Proposer may utilize Excess or Umbrella coverage to satisfy limit requirements as long as those policy do not restrict the primary policy in any way.
- B. **Business Automobile Liability Insurance.** The business automobile liability insurance policy shall cover each automobile, truck or other vehicle used in the performance of the services, covering the Successful Proposer 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, covering the Successful Proposer 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 each occurrence and subject to a deductible 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.
- D. **Workers' compensation and employer's liability insurance** as provided under the laws of the state of Ohio. Notwithstanding the foregoing each Successful Proposer shall increase the limit of employer's liability insurance to a limit for each occurrence or any other increased amount as the City may reasonably require. Successful Proposer shall save the City harmless from any and all liability from or under said act.
- E. The Successful Proposer shall take out and maintain in the name of the City of Cleveland as owner, and himself as Proposer, all builder's risk insurance in an amount equal to one hundred percent (100%) of his construction contract.
- F. Successful Proposer shall maintain statutory unemployment insurance protection for all its employees.
- G. The policy or policies shall be with companies authorized to do business in the State of Ohio and rated A- VII or above by A. M. Best Company or its equivalent.
- H. The policy or policies shall contain the following special provision: "The Company agrees that thirty (30) calendar days prior to cancellation or reduction of the insurance afforded by this policy, with respect to the contract involved, written notice will be sent by certified mail to the Director of Port Control, City of Cleveland."
- I. Maintain such other insurance policies such as Garage Keepers and the like as may be reasonably required by the City.
- J. An original certificate of insurance, declarations pages of the policy (ies) or insurance binder(s) shall be deposited with the Department before the commencing of any work under the contract.
- K. Successful Proposer shall name the City and the Department as an additional insured on their General Liability and Auto policies.
- L. All policies shall contain a waiver of subrogation wherein the insurer(s) waives all rights of recovery against the City and Department. All policies shall be primary and non-contributory.
- M. Successful Proposer shall require any and all of its subcontractors to procure, maintain and pay premiums for the insurance coverages and limits of liability outlined above with respect to products, services, work and/or operations performed in connection with this RFP.

N. The maintenance of such insurance as outlined herein shall in no way constitute a waiver of legal liability for damages to any adjoining buildings or their contents or the work and property of others on the site beyond the limits of insurance thus maintained. The Successful Proposer shall hold harmless the City, Department and their agents for and from any injury or damage resulting from the negligent or faulty performance by the Successful Proposer or their subcontractors. All insurance shall be carried without interruption to the end of the guarantee period.

4.8 If at any time during the initial Term and the Option Term of this Agreement the City initiates plans to design and build a new rental car facility at CLE, any rental car company that has entered into a concession agreement with the City will, at the direction of the Director of the Airport, move all rental car operations to the new facility. The Director at some point will require any rental car company which has entered into a concession agreement with the City to cease charging each rental car customer a daily Transportation Facility Charge ("TFC") and begin charging a Customer Facility Charge ("CFC") to each rental car customers.

4.9 Once the bidding process for the new facility leases has been completed, each winning proposer will be required to enter into a property lease for one of the eight service centers located on the rental car company campus. The service center properties will be used for cleaning, fueling and general maintenance of rental car company vehicles.

5. GENERAL INFORMATION

5.1 Submission of Proposal.

- A. Each Proposer shall provide all information requested by the City in this RFP. Proposers must organize their packages to address each of the elements outlined and in the same order listed in Section 7 of this RFP.
- B. Proposers are advised to carefully read and complete all information requested in the RFP. If the Proposer's response to this RFP does not comply with the conditions for submittal, it shall be considered unacceptable by the City and may be rejected without further consideration.
- C. The City wishes to promote the greatest feasible use of recycled and environmentally sustainable products and to minimize waste in its operations. To that end, all Proposals should comply with the following guidelines: Unless absolutely necessary, copies should minimize or eliminate use of non-recyclable or non-re-useable materials. Materials should be in a format permitting easy removal and recycling of paper. A Proposer should, to the extent possible, use products consisting of or containing recycled content in its Proposal including, but not limited to, folders, binders, paper clips, diskettes, envelopes, boxes, and the like. Do not submit any or a greater number of samples, attachments or documents than specifically requested.

5.2 City's Rights and Requirements

- A. Under the laws of the State of Ohio, all parts of a Proposal, other than trade secret or proprietary information, may be considered a public record, which, if properly requested, the City must make available to the requester for inspection and copying. Therefore, to protect trade secret or proprietary information, the Proposer should clearly mark each page, but only that page, of its Proposal that contains that information. The City will to the extent reasonably possible, notify the Proposer if such information in its Proposal is requested, but cannot however, guarantee the confidentiality of any proprietary or otherwise sensitive information in or with the Proposal. Blanket marking of the entire Proposal as "proprietary" or "trade secret" will not protect an entire Proposal and is not acceptable.
- B. The Director, at his sole discretion, may require any Proposer to augment or supplement its Proposal or to meet with the City's designated representatives for interview or presentation to further describe the Proposer's qualifications and capabilities. The requested information, interview, meeting or presentation shall be submitted or conducted, appropriate, at a time and

place the Director specifies.

- C. The City reserves the right, at its sole discretion, to reject any Proposal that is incomplete or unresponsive to the requests or requirements of this RFP. The City reserves the right to reject any or all Proposals and to waive and accept any informality or discrepancy in the Proposal or the process as may be in the City's best interest.
- D. All Proposals will remain in effect and be subject to selection by the City until the earlier of the execution of a final contract or one hundred eighty (180) calendar days after the deadline for Proposal submission ("Proposals Expiration Date"). Until the Proposal Expiration Date, Proposer agrees that it shall remain in effect, as submitted and subject to selection by the City.

5.3 Supplemental Information

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

5.4 Airport Concessions Disadvantage Business Enterprise Program Participation

In accordance with the regulations of the United States Department of Transportation, 49 CFR, Part 23 and 26, the City of Cleveland, Department has implemented an Airport Disadvantaged Concessions Business Enterprise Program ("ACDBE"). This program applies to all projects that are federally funded, in whole or in part and to all recipients that received a grant for airport development at any time after January 1988 that authorized under Title 49 of the United States Code. The objectives of the ACDBE program are to ensure nondiscrimination in the award and administration of United States Department of Transportation assisted contracts, and assist in the development of small businesses owned by socially and economically disadvantaged individuals that have been certified by the Ohio Uniform Certification Program and/or the Ohio Department of Transportation.

In accordance with 49 CFR Part 26.39, Fostering Small Business Participation, the Department received approval, in 2012, from the FAA for the addition of the Small Business Enterprise ("SBE") element to its DBE and Airport Concessions Disadvantaged Business Enterprise ("ACDBE") programs. The City is including this SBE element to facilitate competition by expanding opportunities for small businesses. The City is committed to taking all reasonable steps to eliminate obstacles to small businesses that may preclude their participation in procurements as prime contractors/consultants or subcontractors/sub-consultants.

An ACDBE Project Specific Goal of **one percent (1%)** has been established for this RFP. ACDBE participation may be in the form of one or more joint ventures, partnerships, subcontracts or other legal arrangements meeting the eligibility standards in 49 CFR Part 23.

The Successful Proposers will be required to submit information concerning the ACDBE Proposer(s) that will participate in the provision of the Service including the name and address of each prime Proposer and sub-concessionaire, the estimated annual gross receipts to be earned by each named prime Proposer and sub-concessionaire, a description of the legal arrangements to be utilized and the total overall estimated annual gross receipts to be earned.

If a prime Proposer is unable to achieve the ACDBE goal stated herein it will be required to provide documentation in its Proposal demonstrating that it took all necessary and reasonable steps in

attempting do so, or that it is not economically feasible at this time to enter into either a joint venture, partnership, subcontract or other eligible arrangement with a ACDBE Proposer.

A Successful Proposer will be required to comply with the Department's ACDBE Program for the entire term of the Lease.

Updated AC/DBE Unified Certification Program ("UCP") directory can be obtained at the Ohio Department of Transportation's UCP website at:

<http://www.dot.state.oh.us/dbe/Pages/UCP.aspx>.

All proposed sub-concessionaires listed in your Proposal must receive written Board of Control approval in advance. The sub-concessionaires you propose in your Proposal will be considered the sub-concessionaires that you will use in the contract if awarded to you. After award, if the prime Proposer seeks termination or substitution of a sub-concessionaire, the request must be submitted in writing to the Department's Office of Compliance and Inclusion ("OCI"). Additionally, see **Exhibit "A"** regarding the City's Sub-contractor Addition and Substitution Policy and Procedure. The City reserves the right to approve an award, but not approve a proposed sub-concessionaire.

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

In addition, the City is firmly committed to assisting ACDBEs and SBEs through its contracting activities, and the City intends to contract with prime Proposers that share that commitment. Prime Proposers shall make every effort to use ACDBEs as sub-concessionaires where available and practical.

Please be aware that the participation of ACDBE Concessionaires listed in your Proposal will be monitored by the Department's OCI throughout the duration of the contract. The selected prime Proposer will be responsible for providing the Department's OCI with any and all information necessary to facilitate this monitoring, including sub-Contract agreements, invoices and cancelled checks. Selected prime Proposers performing on Airport System leases and contracts have a **dual reporting requirement**. Selected prime Proposers will be required to provide sub-concessionaire agreements to the Department's OCI.

Additionally, selected prime Proposers and sub-concessionaires (ACDBE and Non ACDBE) will be required to enter ALL payments, canceled checks and invoices associated with the contract and or agreements into the contract monitoring system, B2Gnow software. Certified payrolls (where applicable) are submitted to OCI on a weekly basis.

If any time during review of audit of the selected prime Proposers and its ACDBE sub concessionaires the City determine that the selected prime Proposers and its ACDBE sub concessionaires are not functioning in good faith, the selected Prime Concessionaire must submit a corrective action plan within five (5) calendar days of the written findings. The City then will review the corrective action plan and, if acceptable, will provide written approval of the plan. If the selected prime Proposers does not meet the provisions of the corrective action plan and the City continues to find the selected Prime Concessionaire and its ACDBE sub-concessionaires not to be functioning in good faith or in non-compliance with the non-discrimination provisions of the contract, the City shall impose sanctions as it may determine the appropriate, including but not limited to (i) cancellation, termination or suspension of the contract or (ii) suspension from participation in future Department contracts.

It is the City's objective that the ACDBE performs a commercially useful function. An ACDBE is considered to perform a commercially useful function when it is independently responsible for the execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing and supervising the work involved. In light of industry practices and other relevant considerations, the ACDBE must have a necessary and useful role in the transaction of a kind for which there is a market outside the context of the ACDBE program. In the event sub-concessionaires performance is in the form of joint venture partnership, OCI will adhere to the guidelines provided in Airport Contracts Disadvantaged Business Enterprise Joint Venture Guidance.

If you have any questions in regard to either the Department's OCI's requirements and/or its other contracting goals, please contact the OCI at (216) 265-3324.

5.5 Equal Opportunity Clause

Within seven (7) calendar days after entering into a Concessionaire agreement, the successful Prime Concessionaire shall file a written affirmative action program with the OCI containing standards and procedures and representations assuring that the Concessionaire affords all qualified employees and applicants for employment equal opportunities in the Concessionaire's recruitment, selection and advancement process.

The successful Prime Concessionaire will be required to include the following clause in all sub-Concessionaire agreements:

This agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. The prime Proposers or contractor agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any Contract agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23.

5.6 Outreach Events

All Successful Proposers 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.

5.7 Short-listing

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

5.8 Execution of Lease

Successful Proposers 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 Proposal; Responsibility for Proposal

By submission of a Proposal, the Proposer acknowledges that it is aware of and understands all requirements, provisions and conditions in the RFP and that its failure to become familiar with all the requirements, provisions, conditions and information either in this RFP or disseminated either at a pre-proposal conference or by addendum issued prior to the Proposal submission deadline, and all circumstances and conditions affecting performance of the services to be rendered by the selected Proposer will not relieve it from responsibility for all parts of its Proposal and, if selected for a contract, its complete performance of the contract in compliance with its

terms. Proposer acknowledges that the City has no responsibility for any conclusions or interpretations made by Proposer on the basis of information made available by the City and the City does not guarantee the accuracy of any information provided and Proposer 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 Proposal Processing

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

Release of Request for Proposal	Wednesday, June 6, 2022
Mandatory Pre-proposal Conference	Wednesday, July 6, 2022
Deadline for Inquiries	Monday, July 11, 2022
Written Response to Inquiries	Friday, July 22, 2022
Deadline for Proposals	Friday, August 5, 2022

5.11 Interpretation of Proposal Document

1. If any prospective Proposer finds discrepancies or omissions in this RFP or if there is doubt as to the intended meaning of any part of this RFP, a written request for clarification or interpretation must be received by the Department of Port Control, Cleveland Airport System, 5300 Riverside Drive, P. O. Box 81009, Cleveland, Ohio 44181-0009 no later than Monday, July 11, 2022. Requests for clarification or interpretation may be submitted via e-mail to smuia@clevelandairport.com.
2. The City is not responsible for any explanation, clarification, interpretation, representation or approval made concerning this RFP or a Proposal given in any manner except by written addendum. The City will post online each addendum issued for this RFP. Any addenda so issued are a part of and incorporated into this RFP as if originally written herein.

6. MINIMUM QUALIFICATIONS & REQUIREMENTS

6.1 Minimum Qualifications

- A. Each Proposer must provide evidence that it has a minimum of five (5) continuous years of experience within the last eight (8) years in operating and managing a public use rental car service within a large metropolitan area or at a facility comparable in size to the Airport with not less than One Million Dollars (\$1,000,000.00) annual gross revenue.
- B. Each Proposer must be authorized to conduct business in the State of Ohio, County of Cuyahoga and the City of Cleveland.
- C. Each Proposer must 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 Proposer at the Airport System or elsewhere.
- D. Proposers must submit with their proposal three (3) written, verifiable references dated within the last three months from businesses familiar with the Proposer's rental car operations, providing positive recommendations for Proposer's operation of the rental car concession to be awarded. The references should include the name of the contact person, e-mail address and telephone number.
- E. The partnership, joint venture, corporation submitting a proposal, (or the officers or principals thereof) as presently constituted or existing from a business reorganization, or executive affiliation, must have the above minimum qualifications. If such requirements are not met Proposer's proposal may be rejected. If Proposer is a partnership or a joint venture, at

least one of the general partners or one of the constituent members respectively must possess said minimum qualifications.

6.2 Minimum Operating Requirements

The City has established the following minimum operating requirements for the RAC and providing the Service under this RFP:

- A. Responsible for collecting all fees and charges, from users of the RAC, maintaining accounting records in accordance with accepted accounting principles and remit, on a daily basis, via wire (*wire to be considered a reimbursable expense*), to the Department. All revenue collected, from users of the RAC, less the management fee and expenses, previously approved by the Department, must be accompanied by a report, to the Director, of the amount and type of revenue collected and expenses paid.
- B. Pay all expenses required for the operation, maintenance and repair, of the RAC, as itemized in the operating budget; unless repairs are structural. Said structural repairs are the responsibility of the Department.
- C. Successful Proposer shall be required to accept all major credit cards, (i.e. MasterCard, Visa, Discover, and American Express), regardless of the amount of the fee. The credit card processing fee, assessed by the credit card company, shall be considered an expense that will be reimbursed by the Department. Successful Proposer shall not mark up, or otherwise increase, the credit card processing fee. Prospective Proposers must disclose, in their proposal, the current processing fee being charged by each credit card company.
- D. Prepare an annual operating budget, for review by the Director or designee, every August of each calendar year, prior to the Department's budget planning season.
- E. Inspect, maintain and repair the RAC in order to keep the RAC in good, safe and efficient operating condition and repair; in sanitary and sightly condition.
 - 1. From time to time, as requested by the Department, research, compile, analyze, and maintain statistics (i.e. space counts etc.,) and present special reports, on operations and financial matters, related to the RAC. From time to time, as requested by the Department, attend and/or organize meetings.
 - 2. Successful Proposer shall operate the RAC in an efficient, prudent and economical manner, and shall, in good faith, act to keep the total operating costs to a minimum consistent with the level and type of service desired by the Department.

7. **PROPOSAL CONTENT**

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

- A. Cover Letter: The cover letter should identify the Proposer and state other general information that they desire to be included regarding the Proposer'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 Proposer.
- B. Executive Summary: The executive summary should provide a clear and concise summary of the Proposer's background, level of expertise, direct relevant experience and ability. The

executive summary should make the Proposer's case as the best candidate for providing the required Service. This section should be structured so that it can serve as a stand-alone summary.

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

Please include, at a minimum, the following information: (i) clearly communicate how you meet or exceed the minimum qualifications; (ii) describe the nature of your business experience in providing commercial/public parking operations and management services to for large urban infrastructure projects and state the number of persons you currently employ in providing such services; (iii) give the name, location and date of all similar contracts that have been terminated or canceled within the past three (3) years, prior to the expiration of their contractual term, and also list any judgments terminating or any pending lawsuits or unresolved disputes for the termination of such services provided by you within the past three (3) years; and (iv) give the names and addresses of at least three (3) references as to your professional capability. The references should include the name of the contact person, e-mail address and telephone number.

- D. Brand names: Proposers shall state the brand name or names under which it proposes to operate the rental car concession. A Proposer may propose that legally separate and distinct rental car companies operate under a single Lease, provided that such companies are jointly and severally liable for payment of all amounts due under the Lease.

- E. Key Staff: Successful Proposers should indicate the key staff proposed for this contract, setting forth the specific responsibilities and availability of each proposed key staff person. Provide for each proposed key staff person a one page resume detailing both general experience and specific experience related to the services as defined in this RFP. Key staff is defined as productive staff having major responsibilities for providing the Service.

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

- F. Management Approach:

1. Proposer is to provide, in sufficient detail, to demonstrate to the City that it has sufficient management competency and that its personnel have appropriate training and experience to maintain, operate and manage the RAC at CLE. Please include, as a minimum, the following

information: (i) illustrate how Proposer will manage and operate the RAC at CLE (include an organizational chart specific to the Airport operation, an operational plan which details how the Proposer will manage and maintain the RAC at CLE and a staffing schedule to illustrate proposed coverage), (ii) detail procedures to perform maintenance and repairs and (iii) detail proposed acquisition and procurement policies and procedures to acquire materials, parts and supplies to support the RAC.

2. Proposer should describe in detail, how the Proposer shall coordinate with the Department's management staff in monitoring the performance of the RAC, enforcement of operating hours, facility cleanliness, maintenance and other operational standards.
 3. Proposer should describe the method it would use to analyze and communicate all information, to the Director, as it relates to operating performance, including collection of fees, adherence to Airport System policies and customer service issues.
- G. Proposed Operations Plan: Proposer is to provide in sufficient detail to allow the City to evaluate how Proposer's management and operating plan will achieve the goal of establishing and maintaining high levels of rental car service. In its response to this section, Proposer shall include:
1. Organizational Chart specific to providing the Service at CLE
 2. Resumes of Key Staff
 3. Operational Plan which details how the Proposer will manage and maintain operations at the RAC at CLE;
 4. A Proforma statement of projected gross revenue and expenses for each year of the initial five (5) year term (data submitted shall include the working capital required for the concessions and source of funds to provide for payment of fixed and variable expenses and working capital);
 5. Quality Control Program outline; including data, frequency of collections and method of reporting for vehicle maintenance and schedule adherence;
 6. Training program outline
 7. Vehicle acquisition and leasing program; including number and types of vehicles;
 8. Location of maintenance site for vehicles;
 9. Complaint follow up protocol;
 10. Staffing schedule to illustrate proposed coverage;
 11. Local contact names and numbers;
 12. Contingency plan for back-up service so that an equipment failure or local/national emergency will not cause disruption to service. Including, the number of back-up vehicles available, emergency procedures, employee relations and the like.
- H. Affidavit: Proposers shall submit, with its Proposal, an affidavit stating that neither it nor its agents, nor any other party for it has paid or agreed to pay, directly or indirectly, any person, Proposer or corporation any money or valuable consideration for assistance in procuring or attempting to procure this contract, and further agreeing that no such money or reward will be hereafter paid.
- I. Financial Background: The Proposer shall include the following financial information: (i) audited balance sheet and income statement for the last three (3) fiscal years and unaudited balance sheet and income statement for each fiscal quarter thereafter prepared in accordance with generally accepted accounting principles, reflecting the current financial condition of the Proposer. If a publicly held corporation, the Proposer should provide in lieu of the foregoing: consolidated financial statements as submitted to the Securities and Exchange Commission ("SEC") on Form 10k, the most recent Form 10Q, and any Forms 8k filed with the SEC in the last twelve (12) months. Owners of closely held corporations must submit a personal financial statement, current within three (3) months from date of submittal; (ii) ownership structure of the Proposer (If the Proposer is a corporation and the outstanding stock of said corporation is held by fewer than ten (10) individuals, the name and residence address of each stockholder and

his/her shares of outstanding stock must be listed.); (iii) provide three (3) bank and trade references; and (iv) proof of a surety bond or an irrevocable letter of credit equal to one (1) year's management fee.

- J. Minimum Annual Guarantee: During the term of this lease or any renewal thereof, Lessee shall pay, to the City, as a fee for the Concession granted hereunder, either ten percent (10%) of Gross Revenues (as hereafter defined) derived from the operation of the concession of each lease year ("Privilege Fee") or the following guaranteed amount ("Guaranteed Minimum Privilege Fee") for that year, whichever is greater:

The first lease Year Guaranteed Minimum Privilege Fee is One Million Four Hundred Twenty Nine Thousand Two Hundred Sixty Three and 00/100 Dollars (\$1,429,263.00).

Second Lease Year through Fifth Lease Year and through options term: the Guaranteed Minimum Privilege Fee or Ten (10%) percent of Gross Revenues, whichever is greater

For the Second Lease Year through the Fifth Lease Year, and through the Option Term, the Guaranteed Minimum Privilege Fee will be set at Eighty percent (80%) of the Guaranteed Minimum Privilege Fee paid by the Lessee for the Prior Lease Year, but not less than the prior Lease Year's Guaranteed Minimum Privilege Fee, unless eighty percent (80%) of the prior Lease Year's Guaranteed Minimum Privilege Fee is more than five percent (5%) below the prior Lease Year's Guaranteed Minimum Privilege Fee, in which case the Guaranteed Minimum Privilege Fee will be set at eighty percent (80%) of the prior Lease Year's Privilege Fee.

- K. ACDBE Participation: Proposer shall submit the names of persons, subcontractors, joint ventures or others to be used in meeting ACDBE goals or requirements. A list with sub-consultants' location shall be included in the submittal along with an estimate of anticipated percentage of work to be sub-contracted to ACDBE and Non-ACDBE proposed sub-consultants.
- L. Additional Submittal Requirements: Proposers shall complete, execute and return with its Proposal the following documents, copies of which are attached to this RFP: (i) Northern Ireland Fair Employment Practices Disclosure; (ii) Federal Taxpayer Identification; (iii) Affidavit; and (iv) Non-Competitive Bid Contract Statement for Calendar Year 2022.
- M. Environmental Sustainability: Describe how the proposed services/project/solution incorporates environmental sustainability.
- N. Supplemental Information:
- A. The City may require a Proposer to further supplement its written Proposal to obtain additional information regarding its qualifications or to meet with the City's designated representatives to further describe the Proposer's qualifications and abilities.
 - B. The decision regarding which Proposer (s) will be asked to supplement their Proposal or meet with City representatives is in the Director's sole discretion.
 - C. Supplements will be utilized for clarification purposes only and the Proposer may not substitute material elements of its written Proposal nor may the Proposer 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.
 - D. Within ten (10) calendar days of the Effective Date of the Lease, the Successful Proposer will be required to have a team in place, and on site, to commence the hiring and training of its employees and to fulfill any and all requirements related to the maintenance, operation and management of the Service provided by the Successful Proposer. The City expects each Successful Proposer to develop an aggressive timetable for implementing its management plan and operations of the Service. Proposer should

discuss in detail its proposed start up plan and should also state the time frame within which the Proposer will implement the plan to provide the Service.

8. INQUIRIES

Interested parties may submit questions pertaining to the RFP. Questions must be submitted, in writing, to the Department of Port Control, 5300 Riverside Drive, P. O. Box 81009, Cleveland, Ohio 44181-0009 no later than **4:00 pm July 11, 2022**. The Department will post online, via Addendum, responses to all questions received. Questions may be submitted via e-mail to smuia@clevelandairport.com. Verbal responses given by representatives, of the City, at any time, may not be relied upon by the Consultant in submitting its Proposal or in the performance of its obligations under the RFP.

9. DISQUALIFICATION OF PROPOSER/PROPOSAL

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

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

The City reserves the right to reject any or all Proposals. Failure by a Proposer to respond thoroughly and completely to all information and document requests in this RFP may result in rejection of its Proposal. Further, the City reserves the right to independently investigate the financial status, qualifications, experience and performance history of a Proposer.

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

10. EVALUATION OF PROPOSAL

The City Department issuing this RFP will evaluate each Proposal submitted. The City Department will present its recommendations to the City's Board of Control ("Board"). The Board may, but shall not be obligated to, entertain formal presentations. The City will only consider Proposals that are received on or before the submission deadline, and which meet all the requirements of this RFP. The City reserves the right to request a "best and final offer" from Proposers meeting the minimum requirements.

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

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

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

1. Qualifications/Experience. As described in 7 (C)
(Rating up to 20 points)
2. Management Approach/Plan. As described in 7 (F) 1,2,3
(Rating up to 15 points)
3. Key Staff. As described in 7 (E)
(Rating up to 10 points)
4. Proposed Operational Plan. As described in 7 (G) 1,2,3,4
(Rating up to 10 points)
5. Financial Background. As described in 7 (I)
(Rating up to 20 points)
6. Minimum Annual Guarantee. As described in 7 (I)
(Rating up to 25 points)
7. ACDBE Participation.
(Pass/Fail)

11. SCORING PROCEDURE

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

12. MISCELLANEOUS

Proposers are invited to visit CLE and personally inspect and investigate all circumstance, procedure, conditions and requirements affecting the conduct of a rental car serve, so long as such investigation does not interfere with current operations.

The submission of a proposal shall be considered evidence that the Proposer has satisfied itself relative to all conditions of this RFP and acknowledges that any failure by Proposer to acquaint itself with all available information in this RFP and with the circumstances and conditions of the Airport will not relieve the Proposer from responsibility for properly determining the difficulty and cost of successfully performing the Lease. Proposer acknowledges that the City assumes no responsibility for any conclusions or interpretations made by the Proposer on the basis of information made available by the City or the Department. City does not guarantee the accuracy of any information provided and Proposer shall make no claim against the City if the information is discovered to be incorrect or not in conformance with actual conditions. The City makes no guarantees concerning the number of passengers that will use the Airport System in the future.

Failure on the part of any Proposer to make such examination or attend the pre-proposal meeting shall not constitute ground for Proposer to assert that it did not understand the condition with respect to

mailing its submittal. Each Proposer is responsible for reading and understanding this RFP, including, must not limited to, and instructions for submitting proposal.