



Request for Proposal

**North Coast Harbor
Downtown Cleveland, Ohio**

**NCH Parking Operations and
Management Services**

Issued: July 28, 2021

**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 2021
OEO Notice to Bidders and Schedules 1 - 4

EXHIBITS:

Exhibit "A" - Sub-contractor Addition and Substitution Policy
Exhibit "B" - Local Producer/Local Sustainable Business Ordinance
Exhibit "C" – Mandatory FAA Guidelines
Exhibit "D" – Department of Port Control Specifications
Exhibit "E" – Fee Table
Exhibit "F" – North Coast Harbor Historical Gross Revenue

INTRODUCTION

As part of the ongoing effort to accommodate changing consumer demands, to provide the highest levels of service, to visitors and stakeholders, and to maximize the generation of income, the City of Cleveland ("City") through its Director of the Department of Port Control ("Director"), invites the submission of Qualifications and a Cost Proposal ("Proposal") from experienced, professional commercial parking operators to manage and operate three City owned Parking Facilities ("Parking Facilities") located in North Coast Harbor ("NCH"). Qualified firms, either singly or in joint venture or other legal arrangements (collectively, "Firm" or "Proposer"), must have the requisite, demonstrated competence and experience in, and a thorough knowledge of, commercial parking operations, including management, maintenance and oversight.

The goal, of the Department of Port Control ("Department"), in seeking management proposals, is not only to generate revenue, but to also provide convenient, stress free and efficient parking services to the public, consistent with the requirements contained in this Request for Proposal ("RFP"). 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 Parking Facilities and operate associated services;
- Develop and execute a series of customer service, and customer expansion, initiatives aimed at increasing the percentage of prospective parkers using NCH Parking Facilities;
- Ensure compliance with all applicable laws, rules, regulations and standards for public Parking Facilities;
- Accurately track and account for expenses and be able to differentiate between costs associated with each component of the parking operations; and
- Establish and maintain high levels of professionalism and customer service.

A non-mandatory pre-proposal meeting will be held, on **Tuesday, August 10, 2021, 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 1329 70 0690.** 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 Friday, August 6, 2021, 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. Proposers are encouraged to attend the conference, although attendance is not mandatory.

Each Firm 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 September 2, 2021.** No Proposals shall be accepted after that time unless such date or time is extended

pursuant to a written addendum issued by the City. **Fee proposal must be in a separate, sealed envelope.**

Proposals may be mailed to the address below and must be identified on the outside of the envelope(s) as: **Proposals – NCH Parking Operations and Management Services**

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

Firms may also elect to submit their Proposal electronically. Please send the electronic Proposal submission to airportprocurement@clevelandairport.com. All electronic submissions must be received no later than **4:00 p.m. local time on September 2, 2021.**

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

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

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

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

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

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

1. BACKGROUND

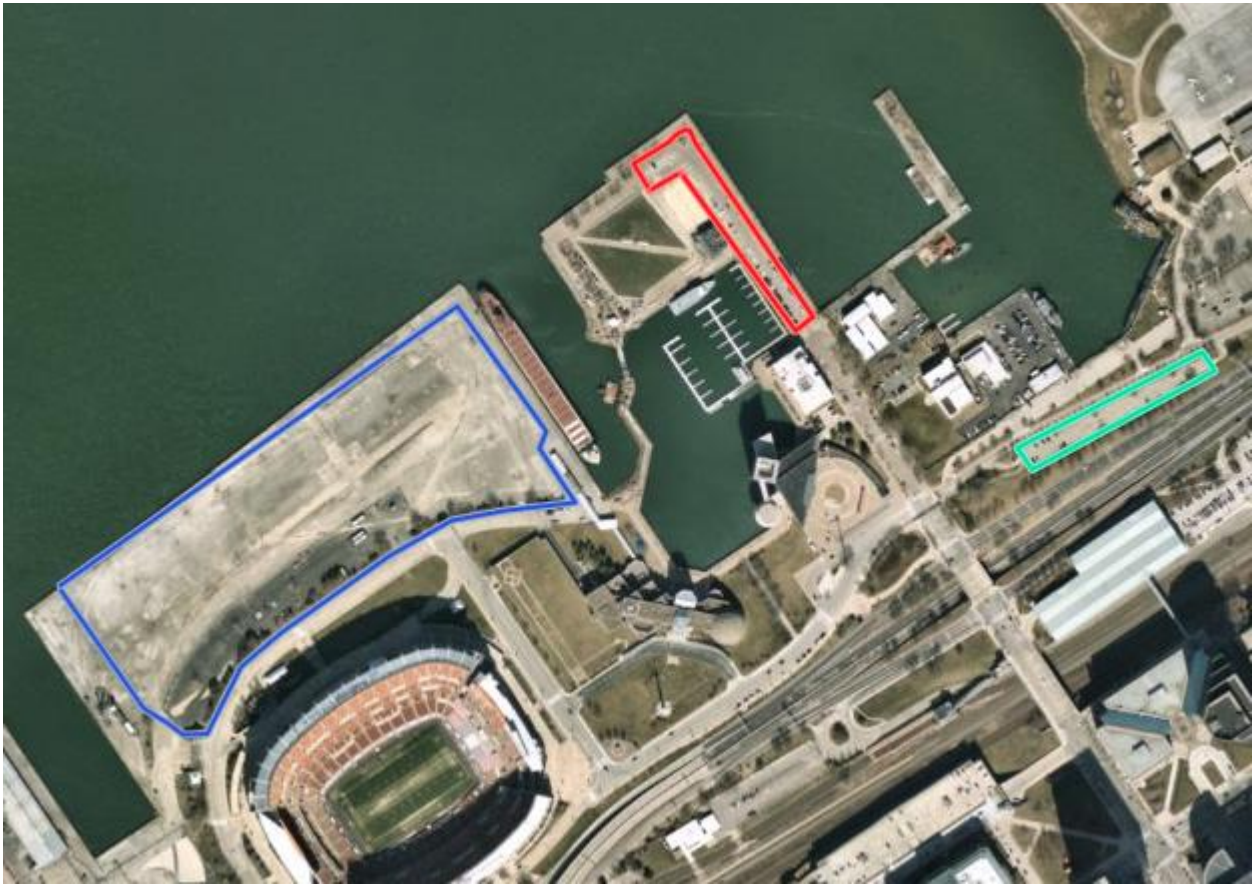
The Department owns and operates various public Parking Facilities located on the Downtown Cleveland Lakefront in the district known as NCH. NCH draws approximately 2 million people, per year, to its many prominent attractions, including the Rock & Roll Hall of Fame and Museum, the Great Lakes Science Center, FirstEnergy Stadium, Goodtime III sightseeing ship and Voinovich Park. The district also boasts a full-service restaurant and bar, three regulation sand volleyball courts, two bocce ball courts, a 53 slip transient marina, a 35 suite mixed-use apartment building and year-round special event programming.



NCH's parking facilities grossed \$1.4 million the year preceding the global pandemic. The Department utilizes the funds, generated by these lots, for event programming, property management, design/engineering studies and capital repairs involving the downtown lakefront.

Facility Locations (See Graphics below):

- FirstEnergy Stadium (as outlined in Blue), Economy Transient, Special Event and Valet – approximately 2,000 spaces.
- East 9th Street Pier (as outlined in Red), Transient and Special Event- 135 spaces.
- North Marginal (as outlined in Green), Transient, Monthly and Special Event- 114 spaces.



2. SCOPE OF SERVICES

2.1 General.

It is the Department's intent to award a contract granting the Successful Proposer an exclusive right, and obligation, to operate the Parking Facilities. The Successful Proposer will be responsible for the day-to-day operation and management of the Parking Facilities and shall be required to satisfactorily meet the public's demand, for parking, by providing an efficient and professional operation.

The Successful Proposer will provide all supplies, vehicles, equipment, operating personnel, insurance, permits and licenses. In addition, the Successful Proposer will provide maintenance and repair, and all other labor and material necessary or required, for the adequate and continued performance, of the Parking Facilities; but, must have the financial resources to pay all monthly operating expenses, as they become due, and prior to having associated expenses reimbursed by the Department. Please refer to the "Detailed Scope" section for more details regarding the contract services and preferred qualifications and experience.

The Director, or his designee, shall review the day-to-day operations, and fiscal performance, of the Parking Facilities' operations on a monthly basis. The Successful Proposer and the Director, or his designee, shall maintain communication concerning the performance of the Parking Facilities' operations and establish procedures under which the Parking Facilities shall be operated. The configuration of lots, number of spaces and properties under management may change during the

term of the Contract in response to public demand, commercial development opportunities, public space requirements and the Department's overall needs.

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 an independent contractor in every respect.

2.2 Detailed Scope

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 Parking Facilities, recommended for Department approval.
- B. Develop an Operating Manual based on the scope and details of the awarded contract. Categories applicable to the operation to be included but are not limited to:
 - a. Overview;
 - b. Collective Bargaining Agreement;
 - c. Agreement (if applicable) for repair and maintenance of revenue equipment;
 - d. Maintenance (i.e. facility) and Security;
 - e. Winter Operations (i.e. snow removal);
 - f. Performance Bond; and
 - g. Insurance documents.
- C. Provide a comprehensive Service Program Manual that addresses service policies and procedures, including, but not limited to:
 - a. Service philosophy;
 - b. Service standards;
 - c. Service training and development;
 - d. Service monitoring and feedback; and
 - e. Service enhancement programs.
- D. 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 of Cleveland.
- E. General Management and Support Staff
- a. Successful Proposer shall manage the parking, and the administration of certain personnel services, for twenty-four (24) hours a day, seven (7) days a week, fifty-two (52) weeks per year, including holidays.
 - b. The General Manager shall be fully qualified, competent, customer service oriented and technically trained and experienced. The Manager shall have the complete responsibility for the operation and the authority to respond quickly and finally in all matters affecting the operation.
 - c. The Director, in his sole discretion, has the right to approve the individual hired. The Director may refuse to approve employment of a person hired to be the Manager or all other required personnel under the Contract, if such party is deemed, by the Director, to be unfit to carry out the duties of the position.
 - d. All other personnel, including sub-contractors necessary to conduct the day to day Parking operations, shall be considered employees of the Successful Proposer for all purposes and shall under no circumstance be deemed employees of the City.
- F. Traffic Management and Signage
- a. Successful Proposer shall provide clear, visible signage, for parking patrons, show parking facility names and rates, and closing levels for maintenance and repairs. All signage and messages must be approved by the Director or designee.
 - b. Successful Proposer shall operate and maintain the Automated Parking Guidance System.
 - i. Successful Proposer shall monitor and manage all traffic, as required in the Parking Facilities, by directing traffic, setting up and taking down cones, barricades and erecting or replacing delineators as necessary.
 - c. Successful Proposer shall contact the City of Cleveland Police Department ("CPD") for all traffic violations and/or criminal matters (i.e. auto theft).
- G. Equipment and Supplies
- a. The Department will make available, to the Successful Proposer, for its use in performing the duties required by this RFP, all of the City's existing revenue control equipment and other related parking equipment. Successful Proposer will be responsible for purchasing, licensing, and supplying insurance coverage for vehicles necessary for the parking operation.
 - b. Successful Proposer will be responsible for providing and maintaining mobile communications systems for the operation.
 - c. Successful Proposer will be responsible for providing and maintaining necessary telephone, internet service lines and equipment for the operation.

- d. Proposer shall provide and maintain, or relocate, existing and/or provide new cashier booths, as necessary, to enhance efficiency and traffic flow.

H. Maintenance

- a. Proposers will identify normal and routine repair and maintenance projects and any equipment necessary for the maintenance and operation of the Parking Facilities. All repairs, maintenance and equipment will be performed and/or obtained by the Successful Proposer. Aforementioned must be included in the submission of the Operating Manual (or SOP) of the operator. The City shall pay the Successful Proposer monthly for pre-approved maintenance and repair required by the Successful Proposer.
- b. Warranties: Maintenance, servicing and repairs, of the Parking Facilities, covered by warranties, shall be performed according to the terms and conditions of such warranties unless otherwise approved by the Director. Parking Operator shall communicate and/or enforce all applicable warranties, as necessary.
- c. Maintenance records: Successful Proposer shall keep detailed records, of all maintenance and repairs, to Parking Facilities and make such records available, for inspection, by the Department.
- d. Emergency repairs, or handling of hazardous materials, must be communicated immediately, to the Department, and shall follow all Department and Operator procedures for clean-up, and the like.

3.0 MINIMUM OPERATING REQUIREMENTS

The City has established the following minimum operating requirements for the Parking Facilities:

3.1 Miscellaneous

- a. Responsible for collecting all fees and charges, from users of the Parking Facilities, 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 Parking Facilities, 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. There is no charge to customers or employees for the use of the shuttle service.
- b. Pay all expenses required for the operation, maintenance and repair, of the Parking Facilities, as itemized in the operating budget; unless repairs are structural.
- 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 the fiscal year, prior to the Department's budget planning season.
- e. Inspect, maintain and repair the Parking Facilities in order to keep the Parking Facilities in good, safe and efficient operating condition and repair; in sanitary and an aesthetically pleasing condition.
- f. 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 Parking Facilities. From time to time, as requested by the Department, attend and/or organize meetings.
- g. Successful Proposer shall operate the Parking Facilities 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.
- h. Successful operator, with the Department's consent, shall enter into third party agreements for the use of the Parking Facilities.

4. GENERAL TERMS AND CONDITIONS OF THE CONTRACT

4.1 Terms and Termination.

- a. The Department intends to recommend award, of a contract, to the Firm that best satisfies the needs, of the Department, based on the requirements of this RFP. The Department reserves the right to award more than one contract, using the criteria defined in this RFP, if, in the Department's judgment, there is more than one qualified Firm to fulfill the commitments.
- b. The term of the proposed contract shall be for a period of one (5) year term with one (5) year option to renew, exercisable by additional legislative authority.
- c. The City may terminate the contract at any time, for cause, upon failure to perform in a manner satisfactory, to the City, after the selected Firm has received written notice as provided in the contract. Such written notice may specify, among other matters, bankruptcy, unsatisfactory adherence to schedules, unsatisfactory performance of services, unsatisfactory operating practices or unsatisfactory equipment and failure to comply with other provisions of the contract. The City shall, in the sole exercise of its business judgment, determine whether the service or any part thereof, is being performed in an unsatisfactory manner.
- d. If at any time during review or audit, of the successful Firm, and its CSB contractors, the City determines that the successful Firm and/ or its CSB sub-contractors are not functioning in good faith, the successful Firm must submit a corrective action plan within sixty (60) calendar days of the written findings. The City will then review the corrective action plan and, if acceptable, will provide written approval of the plan. If the successful Firm does not meet the provisions of the corrective action plan and the City continues to find the successful Firm and its CSB subcontractors not to be functioning in good faith or in non-

compliance with the non-discrimination provisions of this contract the City shall impose such sanctions as it may determine to be appropriate, including but not limited to (i) cancellation, termination or suspension of the contract; or (ii) suspension from participation in future City contracts.

- e. The City may terminate the contract for cause and without any prior notice should the selected Firm fail to maintain any licenses or permits as required by the contract or fail to adhere to the City's applicable rules and regulations.
- f. The City may, at any time and in its sole discretion, without cause and upon thirty (30) calendar days' written notice, discontinue the contract entirely. Such discontinuance, of the contract, by the City, shall not constitute a breach, of the contract, by the City, and the City shall have no obligation or liability whatsoever; and selected Firm shall make no claim for payment of damages or of any cost or expense incurred in connection therewith.
- g. Failure, of the selected Firm, to strictly enforce a subcontract agreement, with any of its subcontractors, shall be considered a default, by the selected Firm, and grounds for termination of its contract.
- h. By submitting a Proposal, in response to this RFP, a Firm is certifying that all work will be performed in conformance with applicable local, state and federal laws and regulations and accepts the terms and conditions set forth herein, all of which will be made a part of any contract awarded as a result of this RFP.
- i. Selected Firm or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Firm shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of United States Department of Transportation assisted contracts. Failure by the Firm to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City deems appropriate.

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

4.2 Sub-contractors/Sub-consultant.

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

4.3 Financial Proposal.

Firm should submit its fee proposal, utilizing Exhibit "E", (i.e. Management Fee) for all its services, in a separately sealed envelope, clearly marked on the outside. See Proposal Content for details.

4.4 Americans with Disabilities Act.

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

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

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

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

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

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

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

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

Please be aware that the participation of CSB/MBE/FBE firms listed in your Proposal will be monitored by the City's OEO throughout the duration of the contract. The successful Firm will be responsible for providing the City's OEO with any and all information necessary to facilitate this monitoring, including subcontractor agreements, invoices and cancelled checks. Successful Firms performing on airport projects have a dual reporting requirement. Successful Firms will be required to provide subcontractor agreements to the Emerging Business Enterprise Development Office. Additionally, successful Firms and subcontractors (Non-CSB/MBE/FBE and CSB/MBE/FBE) will be required to enter all payments and invoice information and certified payroll (where applicable) associated with the contract into the PRISM monitoring system and B2Gnow software (cancelled checks and invoices must be scanned and attached to the file). If the successful Firm fails to fulfill the CSB participation percentages set forth in this RFP, the successful Firm may be subject to any, and all, penalties listed in Section 187.20 of the Cleveland Codified Ordinances.

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

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

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

4.6 Insurance

Contractor 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 (4) 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 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,

covering the successful Contractor 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 Contractor is directly or indirectly exercising physical control by reasons of the work to be performed.
 - b. Contractor 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 Contractor 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 Contractor 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, successful Contractor 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 Contractor shall save the City harmless from any and all liability from or under said act.
- E. The successful Contractor shall take out and maintain in the name of the City of Cleveland as owner, and himself as Contractor, all builder's risk insurance in an amount equal to one hundred percent (100%) of his construction contract.
- F. Successful Contractor 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 of Port Control City of Cleveland before the commencing of any work under the contract.
- K. Successful contractor shall name the City of Cleveland and the Department of Port Control as an additional insured on their General Liability and Auto policies.
- L. All policies shall contain a waiver of subrogation wherein the insurer(s) waives all rights of recovery against the City of Cleveland and Department of Port Control. All policies shall be primary and non-contributory.
- M. Contractor shall require any and all of its subcontractors to procure, maintain and pay premiums for the insurance coverages and limits of liability outlined above with respect to products, services, work and/or operations performed in connection with this Agreement.
- N. The maintenance of such insurance as outlined herein shall in no way constitute a waiver of legal liability for damages to any adjoining buildings or their contents or the work and property of others on the site beyond the limits of insurance thus maintained. The Contractor shall hold harmless the Airport Engineer and their agents for and from any injury or damage resulting from the negligent or faulty performance by the Contractor or his subcontractors. All insurance shall be carried without interruption to the end of the guarantee period.

5. GENERAL INFORMATION

5.1 Submission of Proposal.

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

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

5.3 Supplemental Information.

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

5.4 Equal Opportunity Clause

Within sixty (60) calendar days after entering into a concessionaire agreement, the successful Concessionaire shall file a written affirmative action program with the OPICC 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 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 concessionaire 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 concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23.

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 Short-listing.

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

5.7 Execution of Contract.

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

5.8 Familiarity with Request for Proposal; Responsibility for Proposal.

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

5.9 Anticipated Proposal Processing.

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

Release of Request for Proposal	July 28, 2021
Pre-proposal Conference	August 10, 2021
Deadline for Inquiries	August 16, 2021
Written Response to Inquiries	August 20, 2021
Deadline for Proposals	September 2, 2021

5.10 Interpretation of Proposal Document.

1. If any prospective Firm finds discrepancies or omissions in this RFP or if there is doubt as to the intended meaning of any part of this RFP, a written request for clarification or interpretation must be received by the Department of Port Control, Cleveland Airport System, 5300 Riverside Drive, P. O. Box 81009, Cleveland, Ohio 44181-0009 no later than **August 16, 2021**. 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. QUALIFICATIONS FOR PROPOSAL

6.1 Minimum Qualifications.

Each Firm, regardless of the form of its business entity, must meet the following requirements. Failure to meet all requirements may be cause for rejection of a Proposal. If Firm is a partnership or a joint venture, at least one general partner or constituent member must meet the requirements. Each Firm must:

- A. Provide evidence that it has a minimum of ten (10) continuous years of experience in performing commercial/public parking operations and management as described in this RFP.
- B. Possess all applicable licenses, certificates, permits or other authorizations required by all governmental authorities, including the City.
- C. Authorized to conduct business in the State of Ohio, County of Cuyahoga and the City of Cleveland.

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

required services. This section should be structured so that it can serve as a stand-alone summary.

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

Please include, at a minimum, the following information: (i) clearly communicate how you meet or exceed the minimum qualifications; (ii) describe the nature of your business experience in providing 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. Key Staff: Firms should indicate the key staff proposed for this contract, setting forth the specific responsibilities and availability of each proposed key staff person. Provide for each proposed key staff person a one page resume detailing both general experience and specific experience related to the services as defined in this RFP. Key staff is defined as productive staff having major Plan responsibilities.

1. Personnel proposed shall have the desired qualifications and experience in his/her area of expertise. It is preferred key staff experience cited be within the past ten years.
2. Individuals proposed and accepted, by the Department, as personnel, for this contract, are expected to remain dedicated to the contract.
3. In the event any key staff person(s) becomes unavailable for continuation of the work assignment, the selected Firm shall replace said individual(s) with personnel of equal ability and qualifications. However, any changes to designated key staff personnel require the prior written approval of the Department. If acceptable, changes shall be in effect without additional cost to the Department and without formal modification of the contract.
4. The selected Firm shall provide personnel at skill levels required for each type of services to be performed under the contract. Any employee whose service is deemed unsatisfactory for any reason by the Department shall be removed from the Plan. Upon written notification from the Department, the selected Firm shall promptly offer a replacement with equal ability and qualifications for the Department's approval. The selected Firm shall be responsible for any costs arising from the action of the Department relative to this requested action.

- E. 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 Parking Facilities. Please include, at a minimum, the following information: (i) illustrate how Proposer will manage and operate the Parking Facilities (include an organizational chart specific to the NCH operation, an operational plan which details how the Proposer will manage and maintain the Parking Facilities 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 Parking Facilities.

2. Proposer should describe in detail, how the firm shall coordinate with the Department's management staff in monitoring the performance of the Parking Facilities, 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 City policies and customer service issues.

F. Financial Proposal: The Proposer shall complete and submit the following schedules as a part of the RFP process.

a. Management Fee

The Successful Proposer shall establish as a contractual amount to compensate for services performed. Note: Successful Proposer may not add any service charge or other fees to the contractual amount or rates set by the City for use of the Parking Facilities.

b. Firms must provide their fee proposal, utilizing **Exhibit E**, Fee Table, and include with your Proposal submission. No qualification of the financial offer will be accepted. The fee proposal shall be considered a firm and final offer and will not be subject to negotiation.

c. Basis of Compensation/Method of Payment and Financial Proposal.

Prospective Proposers shall submit a separate and sealed proposal, the Fee Table, for the initial term of the contract. The management fee shall be paid in equal monthly installments for the preceding month. The Successful Proposer shall not charge a fee for consulting services.

No qualification of the Financial Proposals will be accepted. The Financial Proposals shall be considered a firm and final offer and will not be subject to negotiation. In addition, said fee shall be outlined in the Operating Budget Schedule.

- i. Successful Proposer shall be compensated for its performance of the contract and will be paid per the Fixed Management Fee, and approved reimbursable expenses.
- ii. The City shall pay the Successful Proposer monthly, for operating expenses, including, but not limited to, salaries, wages and benefits of its employees. All expenses submitted must be itemized and accompanied by support documentation. All approved, budgeted costs shall be invoiced, at direct cost, with no mark-up, and shall be net of any corporate rebate, credit and/or

incentive. The Successful Proposer shall pay all non-disputed expenses, by the Department, within 30 business days of receipt of the invoice.

- iii. Aforementioned shall be a part of the Successful Proposer's **operational budget** and will be reimbursed, however fines or penalties imposed by governmental agencies as a result of actions of the Successful Proposer will not be reimbursed.

G. Innovation/Marketing Plan: Proposer is to provide in sufficient detail to demonstrate to the Department its plans to introduce a more entrepreneurial approach to managing parking services at NCH by (i) marketing and promoting the NCH's Parking Facilities and services to general markets, (ii) introducing enhanced customer services that will improve the experiences of visitors to NCH and (iii) increasing historical revenues and expenses.

H. Operating Budget

The Successful Proposer must submit an annual Operating Budget for each budget year, during the initial term of the Contract, see **Exhibit F** for the Department's gross revenues generated by the subject lots, pre-pandemic (2014 thru 2019).

- a. The proposed budget shall detail projected Reimbursable Budget Expenses, based upon the projected operational and maintenance requirements, proposed staffing and benefits, and all other applicable fees.
- b. All recurring and non-recurring operating expenses that are reimbursable, at cost, without mark-up or contractual rates in the case of health benefits etc.

I. Additional Revenue-Generating Services.

Proposers are encouraged to include information on additional services, not specifically requested in this RFP, that Proposers believe augment the requested services and have the potential to generate revenue for the Department. The Director reserves the right to consider, or reject, all such additional services, and Proposers should not propose cost structures that bundle such optional, revenue generating services with the required services outlined in Sections 2.2 and 3.0 above.

- a. Cost information for all additional, revenue-generating services should be provided with each separate service as an *a la carte* item.
- b. The award, of the contract, shall not indicate approval of any proposed additional services, including without limitation, any proposed additional compensation to the Proposer, or proposed capital investment. At its election, the City may refuse to agree to any such proposal, and in such event the Successful Proposer will be required to enter into a contract with the City within the time period set forth in Section 5.7

J. Affidavit: Firms shall submit, with its Proposal, an affidavit stating that neither it nor its agents, nor any other party for it has paid or agreed to pay, directly or indirectly, any person, Firm or corporation any money or valuable consideration for assistance in procuring or attempting to procure this contract, and further agreeing that no such money or reward will be hereafter paid.

K. 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 principals, 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.

- L. Joint Ventures or Partnerships: If the Proposal submitted is on behalf of a joint venture or partnership, an executed copy of the joint venture or partnership agreement must be submitted with the Proposal and will become an attachment to the Department's contract. The award of a contract to the joint venture or partnership may be indicated as a condition precedent for the commencement of either such agreement.
- M. Additional Submittal Requirements: Firms shall complete, execute and return with its Proposal the following documents, copies of which are attached to this RFP: (i) Northern Ireland Fair Employment Practices Disclosure; (ii) Federal Taxpayer Identification; (iii) Affidavit; and (iv) Non-Competitive Bid Contract Statement for Calendar Year 2021.
- N. Environmental Sustainability: Describe how the proposed services/project/solution incorporates environmental sustainability.
- O. OEO Participation: Firms shall submit the names of persons, subcontractors, joint ventures or others to be used in meeting OEO 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 CSB and Non-CSB proposed sub-consultants.
- P. Supplemental Information:
 - A. The City may require a Firm to further supplement its written Proposal to obtain additional information regarding its qualifications or to meet with the City's designated representatives to further describe the Firm's qualifications and abilities.
 - B. The decision regarding which Firm(s) will be asked to supplement their Proposal or meet with City representatives is in the Director's sole discretion.
 - C. Supplements will be utilized for clarification purposes only and the Firm may not substitute material elements of its written Proposal nor may the Firm provide previously omitted material. The requested information or meeting shall be respectively furnished or take place at the time and place specified by the City.
 - D. Within ten (10) calendar days of the Effective Date of the contract, 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 Parking Facilities. The City expects the Successful Proposer to develop an aggressive timetable for implementing its management plan. 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.

10. 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 August 16, 2021**. 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.

11. DISQUALIFICATION OF FIRM/PROPOSAL

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

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

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

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

12. EVALUATION OF PROPOSAL

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

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

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

1. Qualifications/Experience. As described in 7.C
(Rating up to 25 points)
2. Key Staff. As described in 7.D
(Rating up to 15 points)
3. Management Approach/Plan. As described in 7.E
(Rating up to 15 points)
4. Operating Budget. As described in 7.H
(Rating up to 25 points)
5. Additional Revenue Generating Services. As described in 7.I
(Rating up to 10 points)
6. Financial Background. As described in 7.K
(Rating up to 10 points)
7. OEO Participation. As described in 7.O
(Pass/Fail)

13. SCORING PROCEDURE

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

14. MISCELLANEOUS

Proposers are invited to visit NCH and personally inspect and investigate all circumstances, procedures, conditions and requirements affecting the management of the Parking Facilities, at NCH, so long as such investigation does not interfere with the normal operations of the Parking Facilities.

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 at the NCH will not relieve the Proposer from responsibility for properly determining the difficulty and costs of successfully performing the contract. 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 City if the information is discovered to be incorrect.