



Request for Qualifications

Cleveland Hopkins International Airport

Professional Environmental Industrial Services

Issued: March 15, 2023,

Department of Port Control

Cleveland Hopkins International Airport

5300 Riverside Drive

P.O. Box 81009

Cleveland, Ohio 44181-0009

Phone: 216-265-2724

Fax: 216-265-6069

TABLE OF CONTENTS

SECTION

Cover Sheet	1
Table of Contents	2
Introduction.....	3
Background.....	4
Scope of Services.....	4
General Terms & Conditions	13
Project Schedule and Deliverables.....	16
General Information	18
Qualification for Statements.....	22
Statement Content	23
Inquiries.....	25
Disqualification of Statement	26
Evaluation of Statements.....	26

ATTACHMENTS:

Northern Ireland Fair Employment Practices Disclosure
Request for Taxpayer identification Number
Affidavit
Non-Competitive Bid Contract Statement for Calendar Year 2023
Cleveland Area Business Code Notice to Bidders & Schedules

EXHIBITS:

Exhibit “A” Sub-contractor Addition and Substitution Policy
Exhibit “B” Local Producer/Local Sustainable Business Ordinance
Exhibit “C” Federal Aviation Administration (“FAA”) Contract Provisions
Exhibit “D” – Department of Port Control Specifications

INTRODUCTION

The City of Cleveland (“City”), owner and operator of Cleveland Airport System and harbors, through its Director of Port Control (“Director”), invites written Statements of Qualifications (“SOQ”) from qualified firms, that have the requisite, demonstrable competence and experience in, and a thorough knowledge of Professional Environmental Industrial Services as more fully described in this Request for Qualifications (the “Project”). Qualified firms either singly or in joint venture or other legal arrangements (collectively, the “Firm” or “Consultant”) must have the requisite, demonstrated competence and experience in and a thorough knowledge of the services required for the Project.

A non-mandatory pre-qualification will be held, on **Wednesday, March 9, 2023, at 10 a.m. local time, via WebEx Meeting. To call into the meeting call 1-415-655-0002 and the access code is 2631 212 6965.** At that time, interested parties may ask questions pertaining to this Request for Qualification (“RFQ”). **Those planning to attend the pre-proposal conference must register by 4:00 p.m. on Monday, March 27, 2023, by e-mail to byohey@clevelandairport.com.** When registering, it will be necessary to provide the names of all attendees. It is also advantageous to provide e-mail addresses for all attendees, although it is not required. Proposers are encouraged to attend the conference, although attendance is not mandatory.

Each Consultant shall submit seven (7) complete Statements, consisting of one (1) unbound original, five (5) identical bound copies and one (1) digital copy in either Microsoft Word (.doc/.docx) or Adobe Acrobat (.pdf) format, to the City no later than 4:00 p.m. EDT on **Friday, April 28th, 2023.** Consultants may choose to submit their Statement, via e-mail, to byohey@clevelandairport.com. The e-mail Statement must be received no later than 4:00 p.m. EDT on **Friday, April 28, 2023.** No Statements shall be accepted after that time unless such date or time is extended pursuant to a written addendum issued by the City.

Sealed Statements may be mailed or delivered to the address below and must be identified on the outside of the envelope(s) as: **Statement of Qualifications – Professional Environmental Industrial Services.**

Cleveland Airport System
DEPARTMENT OF PORT CONTROL
Administrative Offices
5300 Riverside Drive,
P. O. Box 81009
Cleveland, Ohio 44181-0009
Attention: Barbara Yohey, Airport Procurement Officer

Firms may also elect to submit their Statements electronically. Please send the electronic Statements submission to airportprocurement@clevelandairport.com. All electronic submissions must be received no later than **4:00 p.m. local time on Friday, April 28, 2023.**

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

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

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

<https://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 of Port Control will advertise all future Requests for Proposals and Requests for Qualifications on the websites listed above together with all supporting documentation. A Letter of Invitation will be released as notification of the publication of Request for Proposal or Request for Qualifications for future projects.

All future documentation including addenda, response to questions, schedule changes, additional requirements for the Professional Environmental Industrial Services Request for Qualifications 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 Barb Yohey via e-mail: byohey@clevelandairport.com as confirmation of receipt and interest.

1. BACKGROUND

The City of Cleveland, owner and operator of the Cleveland Airport System (“CAS”), is inviting Statements from qualified Consultants, with demonstrated experience in, and a thorough knowledge of Professional Environmental Industrial Services, to support the Department of Port Control (“Department”) in its efforts to comply with regulatory permits and orders issued to the Cleveland Hopkins International Airport (“CLE”), Burke Lakefront Airport (“BKL”) or the Department’s Harbor resources and to serve as consultant to the Department as required as part of this Project.

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

2. SCOPE OF SERVICES

2.1 General Scope.

The selected firm would provide on-call, task oriented services that would address airport environmental needs. Such services would be typically performed pursuant to guidelines propagated by federal and/or state agencies. Specific task assignments are expected to vary depending upon the Department’s needs throughout the duration of the contract period. These services include a mix of anticipated and unanticipated tasks.

All on-call environmental services shall be in compliance with all directions, rules and procedures prescribed by the City and all present and future laws, ordinances, orders, directives, codes, rules and regulations of the federal, state and local governmental agencies, including those of the City, which may be applicable to the Project and comply with standard procedures and methods. Selected Consultant shall obtain all necessary permits to conduct any work required.

The scope of the contract shall encompass the defined scope of work. This RFQ does not attempt to define all of the contract needs nor detail them. Rather, it is flexible and allows for the credentials of the Selected Consultant to be demonstrated in the areas of expertise necessary to the contract. Please refer to Section 2.2 - Scope of Services and Section 7 – Statement Content for more details regarding project services and preferred qualifications and experience.

2.2 Scope of Services.

The Selected Consultant will, on an on-call basis, be expected to provide services and perform in the categories that follow. In addition to the identified services, the selected consultant will be required to provide regulatory reporting services including consultation and report generation as required by applicable law and regulatory agency (e.g. USEPA, Ohio EPA, DOT, etc.). Consultants shall demonstrate in their Statements their knowledge of reporting requirements and compliance strategies.

The Selected Consultant shall provide the necessary equipment, facilities, utilities, labor, supervision, management, administration, technical support and consumables, as needed, to facilitate the work without delay of normal airport operations and completion of the work in a timely fashion and shall comply with all necessary reporting timeframes throughout the duration of the contract period. These services include a mix of anticipated and unanticipated tasks.

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

Anticipated Work Assignments: The Department anticipates that the work requirements will include, but not be limited to, the following typical assignments noted below. These examples are provided to demonstrate the range of likely assignments to assist Consultants in the preparation of their qualifications. Detailed and specific descriptions of services to be provided will be developed on a task-order basis when assigned by the Department. Documentation of all efforts must be prepared in narrative and graphic forms acceptable to the Department. The scope of services to be provided by the Selected Consultant may include, but are not limited to, the following:

A. Sewer Inspection, Operation, and Reporting Services (“SIORS”): The Environmental Services program seeks a Selected Consultant to inspect, operate and provide required analysis and reporting variety of oil/water separators, sanitary and storm water lines, electrical vaults, holding tanks, lift stations and associated appurtenances including testing and disposal of waste materials for the CAS.

Sewers

In the SOQs demonstrate your firm’s abilities to inspect and clean/maintain sanitary and storm sewer pipes ranging in diameter sizes from 2-inches to 10-feet and of various material types including manholes and catch basins. Cleaning sand and debris from floor drains inside garages and buildings may also be included in a task order. Logs and other large debris (e.g. Calcium deposits) have been observed in the storm sewers. Describe methods of removing large debris that could not otherwise be removed with a sewer cleaning truck.

Water, sediment, and debris associated with cleaning shall be recovered and managed (i.e. not discharged to storm or solids released to sanitary) to support NPDES and NEORS D permit compliance. Demonstrate firm's strategy and ability to recover and manage water and debris. Include strategies for reducing waste volumes such as dewatering (when appropriate) or rinsing larger debris such as sand and rock for reuse elsewhere.

Firms should include in their Statements their experience with repairing broken pipes, catch basins, oil-water separators, and manholes found during inspections.

The CAS has various sized electrical and phone vaults, holding tanks, and storm and sanitary lift stations that need periodic maintenance (e.g. dewatered, power washed, etc.). Some lift stations need inspection and floating solids removed. Some lift stations are located under concourses and require additional hose or portable equipment. Task orders may include dewatering a vault, supporting lift station pump services through flow diversion, power washing vaults, or inspecting and removing floating solids on a routine basis (i.e. monthly, quarterly, etc.). SOQs should include methods and equipment for supporting these tasks.

Inspection tasks may require camera survey with noted distances from manholes or associated inspection point, in color, and recordable on DVD or other stable media. Inspections and maintenance activities need to be organized and documented. The Department maintains an ESRI based GIS. Inspection logs and electronic data of work performed will be required by the firm for entry into the Department GIS. Some tasks may require accurate and precise sewer surveys for engineering and design projects. Easy retrieval of former inspections is important to the Department. Demonstrate your firm's documentation, reporting, GIS experience, surveying, and data organization capabilities.

Many of the sewers and vaults are located in active movement areas of the airfield operations area ("AOA") and require FAA and Airport Operations Notice-to-Airmen ("NOTAM") and escort coordination. Areas within active movement areas of the AOA may require work to be performed during the night and weekends when aircraft traffic is reduced. SOQs should demonstrate your firm's experience working on airfields and strategies for efficiently performing work while minimizing impacts to flight operations (e.g. supply and recovered water management) and maximizing safety.

Oil-Water Separators

Firms should demonstrate experience and capabilities in inspecting, reporting, maintaining and operating various oil-water separators (and associated vents and monitoring systems) ranging in size from less than 1,000 gallons to 200,000 gallons. During maintenance, firms will be required to inspect the inside of the separators including coalescers. Based on inspection results, the selected firm will be required to make recommendations and repairs for specific maintenance, as needed.

As with the sewers and vaults, many oil-water separators are in active movement areas of the AOA and require FAA, Operations, Airline, and NOTAM and escort coordination. The oil/water separators within active movement areas of the AOA may require work to be performed during the night and weekends when aircraft traffic is reduced or due to emergency conditions, the firm may be required to move from a location with little advance notice. Demonstrate your firm's experience and strategies for performing this work on airfields while minimizing impacts to flight operations and maximizing safety.

Some sewer covers are aircraft rated weighing from 200-pounds to 2,000-pounds with minimal lifting points. Describe methods for accessing these locations.

Characterization and Disposal

Selected Consultant will be required to transport and dispose of wastes associated with activities on this contract. All work described herein must be performed in compliance with all laws and Department policies. The Selected Consultant assumes all responsibility, cost, and liability for mismanagement of waste performed under the Selected Consultant's own actions. Demonstrate your firm's experience with characterization and disposal in the Statement.

B. Waste Management: The Selected Consultant shall provide the complete suite of services for waste management and waste disposal at the Department. Both CLE and BKL are episodic very small quantity generators. During episodic generation, CLE has produced enough hazardous waste to be a large quantity generator. This contract shall provide professional services necessary for waste storage, characterization, management, shipping, and disposal; environmental compliance; refresher trainings (e.g. HAZWOPER, RCRA, DOT) and medical surveillance for the Department staff; equipment purchases; storage area improvements; DOT regulations; and solid waste laws to support the Department. All waste management and disposal services shall be in compliance with all applicable federal, state, and local laws. The Selected Consultant shall obtain all necessary permits to conduct any work required.

The Department envisions this contract as comprehensive waste management that supports its regulatory obligations and sustainability initiatives while being cost effective. The Department expects revenue from the sale of recyclables to be deducted from Firm invoices to offset the costs of waste management. The Department prefers reuse, recycle, waste-to-energy, and complete destruction of its waste to reduce disposal liabilities. Please include strategies to reduce project costs and changes to generator status through thorough knowledge of waste industry.

The Department anticipates that the work requirements will include, but not be limited to, the following typical assignments. These examples are provided to demonstrate the range of likely assignments to assist Firms in the preparation of their proposals.

1. Weekly inspection of waste area(s) and inventory of waste area(s) contents. Inspections shall be reported to Environmental Services. There is one storage area and several satellite accumulation areas ("SAA") at CLE. A CLE SIDA badge, vehicle ramp permit, and insurance will be required to perform inspections. BKL has one accumulation area and one SAA;
2. Characterization (i.e., sample collection, process knowledge) of various wastes for hazardous and non-hazardous classification;
3. Perform permit-required confined space entry;
4. Provide all packaging, labeling, and placarding necessary for storage, transportation, and disposal;
5. Provide compliance support for reporting, audits, proper storage, labeling, etc.;
6. Complete shipping papers and manifests for the Department's Environmental Services review and signature;
7. Provide consultation and installation of waste storage area improvements;
8. Provide consultation for waste minimization and pollution prevention efforts such as reuse, reclamation, recycling, fuel blending, etc.;

9. Provide consultation for Pollution Prevention, Toxic Substance Control Act (“TSCA”) as applicable;
10. Provide bulk scrap metal containers and inspect scrap metal and remove contamination such as plastics that reduce the value of the load;
11. Facilitate composting (e.g. airport restaurants) and waste to energy from the list below;
12. Provide bulk containers, transportation, disposal for street sweepings, waste deicers etc; and
13. Provide transportation of Department owned 24-yard and 34-yard compactors with mixed recyclables and cardboard bales.

Wastes and recyclables generally include, but are not limited to:

- | | |
|---|--|
| <ol style="list-style-type: none"> 1. Tars; 2. Paints (oil and water based); 3. Solvents; 4. Adhesives and sealants (e.g., epoxy, epoxy resin, construction adhesives); 5. Used spill petroleum response materials (e.g. absorbents: pads, booms, and granular and free product); 6. Batteries (e.g. lead acid, nickel cadmium, alkaline, lithium ion, etc.); 7. Biohazards (e.g., sharps, blood contaminated materials); 8. Light bulbs (i.e., HID, florescent - approximately 6,000 annually); 9. Electronic, PCB, and non-PCB lighting ballasts; 10. Tires (automotive, agriculture, mowers, etc.); 11. Appliance refrigerant recovery and disposal; 12. Soil; 13. Water; | <ol style="list-style-type: none"> 14. Oil-Water Separator sludge and sanitary lift station debris; 15. Water treatment chemicals and apparatus; 16. Deicing Products (i.e. sodium formate, potassium acetate, propylene glycol, etc.); 17. Various electrical equipment and e-waste; 18. Wood and plastic based pallets and wire spools; 19. Scrap metals; 20. Yard Wastes (branches, soil, sand, straw, shrubs, etc.); 21. Concrete and asphalt; 22. Street sweepings; 23. Construction and Demolition Debris; 24. 24-yard and 34-yard self-contained compactors with recycling products such as cardboard, plastics 1-7, light weight metals, various papers, and glass; 26. Cardboard bales; and 27. Compostable materials. |
|---|--|

C. Environmental Laboratory: For a responsive reply to this RFQ, the prospective, full service, independent, environmental laboratory must be licensed and appropriately certified in the State of Ohio as of the date of the issuance of this RFQ and maintained throughout the contract period to conduct analysis of surface water, soils, solid wastes, hazardous wastes, drinking water, ground water, waste water, oils and oily waste, and to concurrently meet FAA requirements, if any. The laboratory may need to acquire additional certifications or subcontract throughout the project period to meet requirements of the Department. The laboratory shall notify the Department in writing (email acceptable) within seven days of changes to laboratory certifications (i.e. additions, non-renewals, losses) and prior subcontracting analyses. Subcontracted analyses due to equipment malfunctions must meet the same standards, MDL, PQL, quality assurances, etc. as the primary laboratory.

D. Environmental Emergency Response: The services shall include hazardous and non-hazardous materials spill clean-up, biohazardous material cleanup and disaster response, SPCC preparation and exercises, etc. including but not limited to: soil excavation/disposal, tank pumping and disposal, installing temporary holding tanks, environmental modeling, biological assessments and cleanups, disposal of hazardous and non-hazardous waste and sampling and analysis of samples at CLE and BKL on an as needed basis. The Successful Consultant shall provide the necessary personnel, facilities, transportation, equipment, supplies and materials, and technical services to perform all services necessary to support the Department.

The Successful Consultant shall provide the complete suite of services for environmental emergency response at CAS. This project shall provide professional services necessary for an environmental emergency response that would be utilized when imminent danger to public health and/or the environment could result in a notice of violation from a regulatory agency. A compliance response would be utilized as a danger to public health and/or the environment that is not imminent or an out-of-compliance situation that could result in a violation from a regulatory agency at CLE and BKL. All work shall be conducted in accordance with the specifications set forth by the Department Environmental Services and in accordance with all applicable federal, state, and local laws. The Successful Consultant shall obtain all necessary permits to conduct any work required.

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

Detailed and specific descriptions of services to be provided will be developed on a task-order basis when assigned by the DPC. The scope of services to be provided by the Successful Consultant may include, but are not limited to, the following:

- 1) Hazardous material containment/spill cleanup, biohazardous material cleanup and disposal, disaster response including aircraft crashes, polychlorinated biphenyls and other oils containment/spill cleanup, soil excavation/disposal, tank pumping and disposal, provisions for installing temporary holding tanks, environmental modeling, biological assessments, disposal of hazardous and non-hazardous waste, and sampling and analysis of samples.
- 2) Response for emergencies by Successful Consultant shall be defined as having Successful Consultant's personnel on-site and available to assess the situation within sixty (60) minutes of notification. Please note that response times sooner than sixty (60) minutes are preferred.
- 3) Successful Consultant shall provide the necessary personnel, facilities, transportation, equipment, materials, and technical services to perform all services necessary to meet the requirements of the request.
- 4) All personnel at the worksite including subconsultants shall have the required training specified in 29 CFR 1910.120 – Hazardous Waste Operations and Emergency Response and any other training required by law depending on the work task, including, but not limited to, the Resource Conservation and Recovery Act Regulations (“RCRA”) 40 CFR 260-270, the U.S. Department of Transportation (DOT) Regulations 49 CFR 100-199, and Confined Space Rescue Regulations 29 CFR 1910.146. Certificates of training must be provided to the Department Environmental Services upon request.
- 5) Successful Consultant shall have resource capabilities sufficient to meet the United States Coast Guard classification for Oil Spill Removal Organizations as relates to Great Lakes as well as rivers and canals.

Biohazardous Material Cleanup and Disposal –Successful Consultant may be required to cleanup potentially infectious biohazardous materials commingled with a hazardous materials spill and dispose of in accordance with all applicable federal, state and local laws, including 29 CFR 1910.1030 (Bloodborne Pathogens), Ohio Administrative Code Sections 3745-27-012(2) and 3745-27-30 through 35. Potentially infectious biohazardous materials could include human or animal blood or blood components, body fluids, anatomical parts, or contaminated human or animal wastes.

Disaster Response Including Aircraft Crashes –Successful Consultant may be tasked to respond to a disaster such as an aviation incident or natural disaster. Response activities may include initial site investigation, sampling and analysis, removal of fuels-contaminated soils, etc.

Polychlorinated Biphenyls (“PCB”) Cleanup – All PCB spill cleanups and remediation shall be conducted in accordance with 40 CFR 761 including the numerical and procedural standards defined in the Subpart G – U.S. Environmental Protection Agency PCB spill cleanup policy (40 CFR 761.120).

Environmental Modeling –Successful Consultant may be required to perform modeling studies that may be used for a wide range of purposes, but generally would be used to predict the fate and transport of a contaminant in an ecological system, or to predict the impact of a proposed remedial alternative on the system. It may include toxicity or transport modeling which may be performed as part of a risk assessment.

Biological Assessments –Successful Consultant may be required to perform biological assessments in order to determine the potential for contamination to adversely affect an ecosystem that may be the receptor of toxic chemicals.

Reporting—Successful Consultant may be required to prepare a site-specific report for any individual response upon request which shall include a written statement provided by Successful Consultant certifying that the performance standards, i.e., procedural or numerical standards as specified in each task order have been met.

- a. Report shall include all information required to support certification;
- b. Narrative description of the response or work effort including complete chronology of events and activities;
- c. All equipment and supplies used, specifying source of equipment and supplies and whether they were the Departments or the Successful Consultant furnished;
- d. All data collection activities at the site and Consultant analyses, to include sampling maps, protocols, and chain-of-custody and Consultant data packages;
- e. Field notes;
- f. Photographs;
- g. Maps and drawings and any other documentation generated throughout the response action;
- h. Waste disposal activities and destination;
- i. Amount of remediation achieved; and
- j. Problem analysis and prevention

Successful Consultant shall submit a Draft-Final report to Environmental Services within forty-five (45) working days of the completion of the response in which DPC has thirty (30) working days to review and comment. Successful Consultant has fifteen (15) working days following receipt of the Department comments to prepare and submit a Final report. The Successful

Consultant will not receive payment until the Final report is submitted and meets the satisfaction of the Department.

- E. Asbestos:** The Successful Consultant will provide professional services necessary for asbestos characterization and abatement services, including but not limited to, sampling, air monitoring services, abatement and disposal for CLE and BKL. All abatement work and services performed shall be in compliance with all applicable federal, state, and local laws and regulations. The Successful Consultant shall obtain all necessary permits to conduct any work required.

The abatement services shall be determined by a task order detailing what characterization and abatement services need to be performed, what additional building materials need to be removed and replaced by others, the number of abatement personnel that will be utilized, the work shifts that will be required (off-hours are expected to the norm), and the volume for disposal. A Health and Safety plan (“HASP”) shall be developed for the entire scope of the program and individual Task Orders will have Job Task Analyses (“JTAs”) as a task order submittal. A permit will be applied for by the Consultant once the Task Order has been agreed to. The Successful Consultant shall provide the necessary personnel, facilities, transportation, equipment, materials, and technical services to perform all services necessary to meet the requirements of the request.

The Successful Consultant shall use properly permitted Transportation, Storage, Disposal Facilities, to dispose of all hazardous materials as well as all DOT regulated materials. The Successful Consultant may elect to use any currently accepted disposal techniques authorized by the USEPA, state and local authorities, to dispose of items that are not regulated. The Successful Consultant shall verify that the waste transporters, recyclers, and transportation, storage, and disposal facilities are in good standing with the regional office of the USEPA and state EPA in which they are located. The Successful Consultant shall furnish USEPA permit/identification numbers for all proposed transporters, recyclers and transportation, storage, and disposal facilities that are anticipated to be used.

Documentation Requirements - Successful Consultant shall provide all documentation required by law, relating to the transportation and disposal/destruction/recycling, to Environmental Services within the time frames specified by Ohio EPA. Please demonstrate your firm’s experience and qualifications characterizing and abating asbestos containing materials.

- F. Post Construction Best Management Practices (PCBMPs) Operations and Maintenance (O&M):** The services shall include monthly inspection and routine maintenance of the PCBMPs at CLE. Successful Consultant shall provide the necessary personnel, facilities, transportation, equipment, supplies and materials, and technical services to perform all services necessary to support the Department. Specific task assignments are expected to vary depending upon the Department’s needs throughout the duration of the contract period. These services include a mix of anticipated and unanticipated tasks including but not limited to:

1. Regular Inspections: Inspections will be performed at least twice a year and more frequently or when combined with routine maintenance as listed below.
2. Routine Maintenance: Some maintenance activities are needed on a routine basis as listed below. All activities will be performed on a monthly, bi-monthly, or more frequent basis if needed based on inspection results and plant requirements.
 - a. Vegetation Management:
 - i. Nuisance plants will be removed annually through physical methods and/or herbicide application.
 - ii. Seed will be applied to areas where vegetation is sparse or damaged during maintenance activities.
 - iii. Specialty plants will be replaced where plant establishment or coverage is less than minimum requirements.

- iv. Application of mulch and protective covers.
- b. Inlet and Outlet Structures: Any blockage of inlet and outlet structures will be removed. Inlet and outlet protection will be repaired or replaced as needed.
- c. Debris and Litter: Trash and other debris will be removed and disposed of properly.
- 3. Sediment Removal:
 - a. The detention basins and structures will trap sediments and other settleable material over time and should be removed once the storage capacity has been reduced by 50%.
 - b. Any trash or other debris that accumulates in the basins and structures will be completely removed as discovered through routine maintenance activities or inspections.
- 4. Slope Stabilization and Structural Integrity: Slope erosion, sink holes, or other structural issues will be repaired as soon as discovered through routine maintenance activities or inspections.
- 5. The following maintenance activities are suggested, as a minimum, for the bioretention cells:
 - a. Prune plants and weed pretreatment area (As needed)
 - b. Inspect & replace poorly suited or diseased plants (As needed)
 - c. Check for erosion or deposition in pretreatment areas (Semi-annually)
 - d. Clean out and repair damaged areas
 - e. Inspect facility for salt damages (Monthly)
 - f. Remove litter and debris (Monthly)
 - g. Add additional mulch (Annually)
 - h. Test soil and adjust as necessary to maintain to 5.2 - 7.0 range pH (Biannually)
 - i. Check planting soil and filter layer for clogging (2 – 10 years); Replace portions as necessary.
- 6. The following maintenance activities are suggested, as a minimum, for the rock outlet protection:
 - a. Missing rock riprap should be replaced immediately
 - b. Fertilize vegetated area annually to and maintain a vigorous stand of grass.
 - c. Seed and mulch any bare areas that develop.
 - d. Remove sediment and debris that have accumulated.

G. Purchases: This contract may include equipment purchases for the Airport's Environmental Services. Typical supplies and equipment that may be needed include, but are not limited to, absorbent materials in various forms (i.e., granular, pads, rolls, socks, booms, etc.) for petroleum products, fuels, caustic liquids, aggressive fluids and solvents, sampling equipment (ISCO AVP, ISCO Sampler, ISCO Com Cable, pump tubing, marine and lantern batteries, calibration solutions, etc.), tools, equipment, supplies/materials for PCBMP O&M, emergency response, waste management, sewer maintenance, etc.

Recordkeeping and Reporting

Reports will be required on a task order basis. Reports may be consolidated into a single monthly report at the discretion of the Department. Statements should include example reports and graphics to demonstrate the firm's capabilities.

The following certification statement must be included on all records reported to the City:

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

3. GENERAL TERMS AND CONDITIONS OF THE CONTRACT

3.1 Terms and Termination.

- A. The Department intends to recommend award of a contract to the Consultant that best satisfies the needs of the Department based on the requirements of this RFQ. The Department reserves the right to award more than one contract, using the criteria defined in this RFQ, if, in the Department’s judgment, there is more than one qualified Consultant to fulfill the commitments.
- B. The term of the contract shall be for a period of five (5) years.
- 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 Consultant has received written notice as provided in the contract. Such written notice may specify, among other matters, bankruptcy, unsatisfactory adherence to schedules, unsatisfactory performance of services, unsatisfactory operating practices or unsatisfactory equipment and failure to comply with other provisions of the contract. The City shall, in the sole exercise of its business judgment, determine whether the service or any part thereof, is being performed in an unsatisfactory manner.
- D. If at any time during review or audit of the Selected Consultant and its CSB/MBE/FBE subcontractors the City determines that the Selected Consultant and its CSB/MBE/FBE subcontractors are not functioning in good faith, the Selected Consultant must submit a corrective action plan within sixty (60) calendar days of the written findings. The City will then review the corrective action plan and, if acceptable, will provide written approval of the plan. If the Selected Consultant does not meet the provisions of the corrective action plan and the City continues to find the Selected Consultant and its CSB/MBE/FBE subcontractors not to be functioning in good faith or in non-compliance with the nondiscrimination provisions of this contract the City shall impose such sanctions as it may determine to be appropriate, including but not limited to (i) cancellation, termination or suspension of the contract or (ii) suspension from participation in future CLE contracts.
- E. The City may terminate the contract for cause and without any prior notice should the Selected Consultant fail to maintain any licenses or permits as required by the contract or fail to adhere to the City’s and/or Department’s applicable rules and regulations.
- F. The City may, at any time and in its sole discretion, without cause and upon thirty (30) calendar days’ written notice, discontinue the contract entirely. Such discontinuance of the contract by the City shall not constitute a breach of the contract by the City and the City shall have no obligation or liability whatsoever;

and Selected Consultant shall make no claim for payment of damages or of any cost or expense incurred in connection therewith.

- G. Failure of the Selected Consultant to strictly enforce a subcontract agreement with any of its subcontractors shall be considered a default by the Selected Consultant and grounds for termination of its contract.
- H. By submitting a SOQ in response to this RFQ, a Consultant is certifying that all work will be performed in conformance with applicable local, state and federal laws and regulations and accepts the terms and conditions set forth herein, all of which will be made a part of any contract awarded as a result of this RFQ.
- I. The contract to be awarded under this RFQ shall be fixed-price contract subject to a contract ceiling dollar amount (tasks will be a mix of time and material, cost plus, and firm fixed pricing). Said amount includes all fees to be charged for the services plus all related costs and expenses of the Selected Consultant in performing such services.
- J. Any member of the Consultant team requiring access to a Security Identification Display Area (“SIDA”) or Air Operations Area (“AOA”) as part of his/her assigned duties shall be subject to background checks, fingerprinting and other requirements as may be determined by Federal Aviation Administration or the Transportation Security Agency. Adherence to all federal/state laws and regulations, and airport regulations and policy regarding access to certain airport areas is a requirement of these Contracts. Failure to comply with appropriate security requirements may be grounds for loss of security access and/or Contract termination.
- K. Consultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of United States Department of Transportation assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Department deems appropriate.
- L. The statement above must be included in all subcontractor and subconsultant agreements that the prime contractor or prime Consultant signs with a subcontractor or subconsultant.

3.2 Subcontractors/Subconsultant.

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

3.3 Insurance.

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 of not less than a combined single limit of **Five Million Dollars (\$5,000,000.00)**, 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, the limit of the CGL insurance required to be maintained by the Contractor shall be increased to a limit of not less than **Ten Million Dollars (\$10,000,000.00)**, covering the successful 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 in an amount not less than a combined single limit of **Five Million Dollars (\$5,000,000.00)**, 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 and a combined single limit of **Ten Million Dollars (\$10,000,000.00)**, 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 of not less than **One Million Dollars (\$1,000,000.00)** each occurrence and subject to a deductible each occurrence of not more than **Fifty Thousand Dollars (\$50,000.00)** per occurrence and in the aggregate and if not written on an occurrence basis, shall be maintained for a period of not less than two (2) years following the completion of the services provided under the contract. The policy shall include valuable papers coverage with limits of not less than **One Hundred Thousand Dollars (\$100,000.00)**.

D. **Workers' compensation and employer's liability insurance** as provided under the laws of the state of Ohio. Notwithstanding the foregoing successful Contractor shall increase the limit of employer's liability insurance to a limit of not less than **One Million Dollars**

(\$1,000,000.00) each occurrence or any other increased amount as the City may reasonably require. Successful 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.

4. PROJECT SCHEDULE AND DELIVERABLES

4.1 Deliverables.

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

- A. Within one week after receipt of a written Notice To Proceed issued by the Department, the Selected Consultant shall be prepared to begin work covered by the contract and shall execute the work to be performed on as-required to the Department's satisfaction and in accordance with the tasks specified, unless otherwise directed by the Department.
- B. All work performed by the Selected Consultant shall be under the direction of the Department's Project Manager.
- C. At all meetings between the Department and the Consultant held in connection with the Project, the Consultant shall take minutes of all topics discussed and depositions or conclusions reached. Within one (1) week, the Selected Consultant shall prepare a formal set of meeting minutes and submit same to the Department's project manager for approval. The Selected Consultant will conduct weekly progress meetings with the Department to brief representatives on the progress of the work and any problems or issues affecting the completion of the task.
- D. All pertinent telephone conversations between the Department and the Selected Consultant relative to instructions and/or authorizations must be confirmed in writing by the Selected Consultant and submitted to the Project Manager for written approval.
- E. The Selected Consultant is responsible for controlling costs and ensuring that all required work is completed within the approved time limit for each task. No modification to the scope of work or extra work shall be considered by the Department unless conditions have been specifically documented as required by the terms of the contract. Additionally, this documentation shall be verified prior to the Department's authorization to the Selected Consultant to perform additional work.
- F. The Selected Consultant's staff shall be available with no more than two (2) business days' notice to attend meetings or make presentations at the request of the Department's Project Manager. Selected Consultant may be called upon to provide audiovisual displays and similar material for such meetings.
- G. Copies of all appropriate written correspondence between the Selected Consultant and any party pertaining specifically to any project shall be provided to the Department's Project Manager within one week of the receipt or sending of such correspondence.
- H. All other correspondence shall be turned over to the Department after completion of the project or upon request of the Department. The Selected Consultant shall provide to the Department, on a monthly basis, progress reports, which describe the work performed on each work element, problems encountered, labor hours expended by each member of the team and the total dollar expenditure on the Project by work element during the reporting period. Reports shall include cost tracking summaries and anticipated date of total expenditure of contract funding. Progress reports shall be delivered to the Department's Project Manager within one week of the monthly reporting period and shall be attached to the invoices when submitted for payment.
- I. No work performed on behalf of the Department may be used for other clients or potential clients of the Selected Consultant without prior written approval from the Department's Project Manager.
- J. Briefings with the Director, executive staff and other Department staff as requested. The Selected Consultant will also be expected to provide briefings to the Director or his designated representative regarding any issues which arise during the conduct of the work.

- K. Provide responses to questions or issues which may be raised by FAA representatives during project reviews and audits.
- L. Provide progress reports, including work accomplished; tasks yet to be accomplished; any issues which have arisen which need the Department's assistance in order to obtain resolution and a description of the percentage of the work completed, in hard copy and electronically (in Microsoft or other pre-approved format).
- M. Provide a minimum of one (1) hard copy and one (1) electronic copy on CD-ROM of each completed work product, including a detailed executive summary. Additional copies may be requested on an as-needed basis.

5. GENERAL INFORMATION

5.1 Submission of Statement.

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

5.2 City's Rights and Requirements.

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

requested information, interview, meeting, or presentation shall be submitted or conducted, as appropriate, at a time and place the Director specifies.

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

5.3 Supplemental Information.

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

5.4 Area Small Business, Minority, and Female Business Enterprise ("CSB, MBE and FBE") Participation.

Prospective Consultants are advised that in order to enter into a contract with the City, for providing the services outlined in this RFQ, the successful Consultant must be determined to be in compliance with policies and procedures of the City's Office of Equal Opportunity ("OEO"). Accordingly, prospective Consultants 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 Office of Equal Opportunity for evaluation. The Successful Consultant will be required to submit to the City's Office of Equal Opportunity a comprehensive workforce 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 sealed 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, 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 sealed Proposal, will be considered the subcontractors that you will use if the contract is awarded to you. See **Exhibit "A"** regarding the City's Sub-contractor Addition and Substitution Policy and Procedure. The City reserves the right to approve an award, but not approve a proposed subcontractor.

The City maintains a list of Vendors Ineligible to Contract or Subcontract with the City 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 subcontractor whose name appears in this listing.

In addition, the City 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. Consultants 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 Office of Equal Opportunity throughout the duration of the contract. The successful Consultant will be responsible for providing the City's Office of Equal Opportunity with any and all information necessary to facilitate this monitoring, including subcontractor agreements, invoices and canceled checks. Successful Consultants, performing on CLE projects, have a dual reporting requirement. Successful Consultants will be required to provide subcontractor agreements to the Emerging Business Enterprise Development Office.

Additionally, successful Consultants and subcontractors (Non-CSB/MBE/FBE and CSB/MBE/FBE) will be required to enter all payments, invoice information and certified payrolls (where applicable) associated with the contract into the B2Gnow software and LCPtracker software.

If the successful Consultant fails to fulfill the CSB participation percentages set forth in this RFP, the successful Consultant 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 regards to either the City's Office of Equal Opportunity's requirements and/or its other contracting goals, please contact the Office of Equal Opportunity at (216) 664-4152.

The successful Consultant 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 Consultant shall comply with all terms, conditions, and requirements imposed on a "contractor" in the Equal Opportunities Clause, Section 187.22 of the Codified Ordinances.

5.5 Outreach Events.

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

5.6 Equal Opportunity Clause.

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

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

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

5.7 Short-listing.

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

5.8 Execution of Contract.

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

5.9 Familiarity with Request for Qualifications; Responsibility for Statement.

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

5.10 Anticipated Statement Processing.

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

Release of Request for Qualifications:	Wednesday, March 15, 2023
Pre-qualification Conference:	Wednesday, March 29, 2023
Deadline for Inquiries:	Thursday, April 6, 2023
Written Response to Inquiries:	Thursday, April 13, 2023
Deadline for Statements:	Friday, April 29, 2023

5.11 Interpretation of Statement Document.

- A. If any prospective Consultant finds discrepancies or omissions in this RFQ or if there is doubt as to the intended meaning of any part of this RFQ, a written request for clarification or interpretation must be received by the Procurement Section of the Department of Port Control, Cleveland Airport System, 5300 Riverside Drive, P. O. Box 81009, Cleveland, Ohio 44181-0009 no later than **Thursday, April 6 2023**. Requests for clarification or interpretation may be submitted via e-mail to byohey@clevelandairport.com.
- B. **The City is not responsible for any explanation, clarification, interpretation, representation or approval made concerning this RFQ or a Statement given in any manner except by written addendum.** The City will post online a copy of each addendum issued for this RFQ. Any addenda so issued are a part of and incorporated into this RFQ as if originally written herein.

6. QUALIFICATIONS FOR STATEMENTS

6.1 Minimum Qualifications.

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

1. Provide evidence that it has a minimum of three (3) continuous years of experience in the last five (5) years in performing environmental regulatory standards for public agencies.
2. Have demonstrated experience in compliance with all applicable federal, state, and local laws, as well as establishing and maintaining constructive relations with project stakeholders, regulatory agencies, and the community.
3. Possess all applicable licenses, certificates, permits, or other authorizations required by all governmental authorities, including the City, having jurisdiction over the operations of the Selected Consultant at the airport or elsewhere.
4. Be authorized to conduct business in the State of Ohio, Cuyahoga County, and the City of Cleveland.

7. STATEMENT CONTENT

The Statement submittal shall consist of the following documents in the sequence listed below and limited to forty (40) pages (excluding the supporting information). To facilitate quick reference, each section of the Statement should be offset with a tab. The Statement may be disqualified if the documents are not submitted in the sequence listed below.

- A. Cover Letter: The cover letter should identify the Selected Consultant and state other general information that they desire to be included regarding the Selected Consultant's business organization. At a minimum the cover letter must include the name, form of business entity (e.g. corporation, partnership, joint venture, etc.), principal address, federal tax identification number, telephone number and facsimile number of the Selected Consultant.
- B. Executive Summary: The executive summary should provide a clear and concise summary of Selected Consultant's background, level of expertise, direct relevant experience and ability. The executive summary should make the Selected Consultant's case as the best candidate designed to meet governmental and environmental regulations and to improve overall airport operations, efficiency, reliability, and safety. Selected Consultants should structure this section in a manner that allows it to serve as a stand-alone summary when separated from the other sections of the Statement.
- C. Qualifications/Experience: This section gives Consultants the opportunity to discuss their industry experience, and what defines them as a leader in their industry. Consultants may submit as much information in this section as is needed to differentiate itself and its Statement from the other firms.

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

- D. Project Approach: Discuss your understanding of the consulting opportunity at CLE, including those factors that are critical to making the opportunity a success. Consultants

must provide a detailed discussion of how they will approach this opportunity to ensure that the City's goals and objectives will be realized. The Statement of Qualifications should also identify and discuss key issues influencing the services as defined in this Request for Qualifications and the Cleveland Airport System as well as discuss methods/models that would address key issues.

- E. Key Staff: Consultants should indicate the key staff proposed for this contract, setting forth the specific responsibilities and availability of each proposed key staff person. Provide for each proposed key staff person a one page resume detailing both general experience and specific experience related to the services as defined in this Request for Qualifications. Key staff is defined as productive staff having major project responsibilities.
1. Personnel proposed shall have the desired qualifications and experience in his/her area of expertise. It is preferred key staff experience cited be within the past ten years.
 2. Individuals proposed and accepted by the DPC 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 Consultant 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 Consultant shall provide personnel at skill levels required for each type of services to be performed under the contract. Any employee whose service is deemed unsatisfactory for any reason by the Department shall be removed from the project. Upon written notification from the Department, the Selected Consultant shall promptly offer a replacement with equal ability and qualifications for the Department's approval. The Selected Consultant shall be responsible for any costs arising from the action of the DPC relative to this requested action.
 5. Any member of the Selected Consultant's team requiring access to a Security Identification Display Area or Air Operations Area as part of his/her assigned duties shall be subject to background checks, fingerprinting and other requirements as may be determined by the Department, or the Federal Transportation Security Administration. Adherence to all federal, state, county and city laws and regulations and Airport regulations and policy regarding access to certain Airport areas is a requirement of this contract. Failure to comply with appropriate security requirements may be grounds for loss of security access and/or contract termination.
- F. Management Approach: Provide an organization chart of the Selected Consultant showing all major component units; where the management of this contract will fall within the organization and what corporate resources will be available to support this contract in both primary and secondary or back-up roles. A discussion of cost control related to the location of work and performing project management responsibilities, including participating in meetings and completing work at the Airport for this contract should also be included.
- G. Work Product Samples: Selected Consultants are to submit a case history which demonstrates ability to support needs (described earlier) of the Cleveland Airport System. Be specific as to how and why the Selected Consultant decided to approach the project a certain way. Case history must have been developed within the last three (3) years and should address the following elements: (i) research; (ii) concept; and (iii) strategy. Please also provide examples and discuss in narrative the Selected Consultant's capacity to produce quality materials in written, graphic and pictorial form.

- H. CSB/MBE/FBE Participation: Selected Consultants shall submit the names of persons, subcontractors, joint ventures or others to be used in meeting CSB/MBE/FBE goals or requirements. A listing with Selected Consultant(s) location shall be included in the submittal along with an estimate of anticipated percentage of work to be sub-contracted to CSB/MBE/FBE and Non CSB/MBE/FBE proposed subconsultant.
- I. Affidavit: Selected Consultants shall submit with its Statement an affidavit stating that neither it nor its agents, nor any other party for it has paid or agreed to pay, directly or indirectly, any person, or corporation any money or valuable consideration for assistance in procuring or attempting to procure this contract, and further agreeing that no such money or reward will be hereafter paid.
- J. Joint Ventures or Partnerships: If the Statement submitted is on behalf of a joint venture or partnership, an executed copy of the joint venture or partnership agreement must be submitted with the Statement and will become an attachment to the City's contract. The award of a contract to the joint venture or partnership may be indicated as a condition precedent for the commencement of either such agreement.
- K. Additional Submittal Requirements: Consultants shall complete, execute, and return with their Statement the following documents, copies of which are attached to this Request for Qualifications: (i) Northern Ireland Fair Employment Practices Disclosure; (ii) Federal Taxpayer Identification; (iii) Affidavit and (v) Non-Competitive Bid Contract Statement for Calendar Year 2023.
- L. Environmental Sustainability: Describe how the proposed services/project/solution incorporate environmental sustainability.
- M. Supplemental Information:
1. The City may require a Consultant to further supplement its written Statement to obtain additional information regarding its qualifications or to meet with the City's designated representatives to further describe the Consultant's qualifications and abilities.
 2. The decision regarding which Consultant(s) will be asked to supplement their Statement or meet with City representatives is in the Director's sole discretion.
 3. Supplements will be utilized for clarification purposes only and the Consultant may not substitute material elements of its written Statement nor may the Consultant provide previously omitted material. The requested information or meeting shall be respectively furnished or take place at the time and place specified by the City.

8. INQUIRIES

Interested parties may submit questions pertaining to the Request for Qualifications. Questions must be submitted, in writing, to the Procurement Section of the Department of Port Control, 5300 Riverside Drive, P. O. Box 81009, Cleveland, Ohio 44181-0009 no later than **Thursday, April 6, 2023**. The Department will use its best efforts to provide all prospective Consultants that have received a Request for Qualifications package with a copy of its response. Questions may be submitted via e-mail to byohey@clevelandairport.com. Verbal responses given by representatives of the City at any time may not be relied upon by the Consultant in submitting its Statement or in the performance of its obligations under the Request for Qualifications.

9. DISQUALIFICATION OF FIRM/ STATEMENT

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

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

The City reserves the right to reject any or all Statements. Failure by a Consultant to respond thoroughly and completely to all information and document requests in this Request for Qualifications may result in rejection of its Statement. Further, the City reserves the right to independently investigate the financial status, qualifications, experience and performance history of a Consultant.

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

10. EVALUATION OF STATEMENTS

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

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

Business” are defined in City of Cleveland Ordinance No. 1660-A-09 (Refer to Exhibit “A” attached hereto).

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

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