



Request for Proposal

Cleveland Hopkins International Airport Tenant Temporary Structure Design/Build Services

Issued: July 5, 2024
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
Request for Taxpayer Identification Number
Affidavit
Non-Competitive Bid Contract Statement for Calendar Year 2024
OEO Notice to Bidders and Schedules 1-4
Prevailing Wage Packet

EXHIBITS:

Exhibit "A" Sub-contractor Addition and Substitution Policy
Exhibit "B" Local Producer/Local Sustainable Business Ordinance
Exhibit "C" Federal Aviation Administration Contract Provisions
Exhibit "D" Voluntary Disclosure Form
Exhibit "E" Fee Proposal
Exhibit "F" Project Criteria and Performance

INTRODUCTION

The City of Cleveland ("City"), owner and operator of Cleveland Hopkins International Airport ("CLE") and Burke Lakefront Airport ("BKL") (collectively, "Airports") through its Director of the Department of Port Control ("Director"), is soliciting proposals ("Proposal") from qualified firms with demonstrated experience in, and thorough knowledge of, providing professional design/build services including a full range of architectural/engineering services and general construction for the improvements for an additional tenant pop up structure. The project includes consultation, design, site work, building utilities, permitting, the structure and all required construction throughout the project. Qualified firms either singly or in joint venture or other legal arrangements (collectively, the "Firm", "Consultant" or "Design/Builder") must have the requisite, demonstrated competence and experience in, and a thorough knowledge of, the required engineering and construction services.

The Department of Port Control ("Department") seeks to implement a comprehensive design and build that focuses on building a temporary tenant structure ("Structure"). The Structure will allow the Department's management to temporarily house their customer base service tenants until permanent buildings can be built. The Department is looking for a firm that will provide all design, permitting, structure and construction services, through completion of the Structure.

A pre-proposal meeting and site visit will be held, on **Monday, July 15, 2024, at 10 a.m. local time, in the Cleveland Plus Room (Location: Baggage Claim in front of Carousel 3 & 4)**. At that time, interested parties may ask questions pertaining to this Request for Proposal ("RFP"). Those planning to attend the pre-proposal conference and site visit must register by **Friday, July 12, 2024**, by e-mail to smuia@clevelandairport.com. When registering it will be necessary to provide the names of all attendees. Failure to register may prohibit you from attending the site visit. It is also advantageous to provide e-mail addresses for all attendees, although it is not required. Consultants are encouraged to attend the conference although attendance is not mandatory.

Each Consultant shall submit seven (7) complete 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 City no later than **4:00 p.m. local time on Friday, August 2, 2024**. No Proposal 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: Proposal – Tenant Temporary Structure Design/Build 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. Electronic submissions must be received no later than **4:00 p.m. local time on Friday, August 2, 2024.**

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's website and the Department's website along with all applicable documentation and mailing lists. Please refer to the following websites for access to the RFP:

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

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

NOTE: In an effort to comply with the City's green initiatives, the Department will advertise all 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 Proposals or Requests for Qualifications for all projects.

All future documentation including addenda, response to questions, schedule changes, and additional requirements, for the Tenant Temporary Structure Design/Build Services RFP, will be posted on the above sites, as no 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 is soliciting proposals from qualified Firms, with demonstrated experience in providing professional design/build services, to include a full range of architectural/engineering services, and general construction services, for a prefabricated structure and erection of structure, at CLE. This RFP is an invitation to experienced design/build firms to submit proposals to the Department outlining, in detail, their ability to serve as a designer and developer to the Department, to assist in the comprehensive design and construction of a temporary tenant structure. The Structure will be utilized by various tenants who provide support services to the airlines to be able to store and provide maintenance for their equipment. This Structure will house the tenants until permanent buildings can be constructed, at which time the temporary structure will be taken down to be used elsewhere.

Proposals shall consist of a maximum of forty (40) one-sided pages exclusive of the additional submittal requirements and divider tabs. All required information shall be inclusive. By issuing this RFP, the Department makes known its intent to contract and commence this project at the earliest available opportunity. However, the Department

makes no commitment to proceed with the services based on a specific start date.

2. SCOPE OF SERVICES

2.1 General Scope.

The Department seeks the services of a professional design/build Firm for the erection of a temporary tenant prefabricated (pop-up) Structure on existing paved ramp. 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 that may be repetitive or non-repetitive as set forth in more detail below.

The scope of this contract encompasses the defined work. The RFP does not attempt to define all the contract needs nor detail them. Rather, it is flexible and allows for the credentials of the Successful Firm to be demonstrated in the areas of expertise necessary to the contract. Please refer to the sections below for more details regarding the project services and preferred Firm qualifications and experience. The City reserves the right to modify the scope of services at any time before execution of the contract to add, delete, or otherwise amend any item(s), as it deems necessary, in its sole judgement, and in the best interest of the City.

2.2 Project Specific Services

- A. These design/build services are required for the erection of a temporary prefabricated tenant structure, on existing pavement ramp, and other improvements, including water, electric, HVAC, fire suppression, drainage, other possible site work, and in the event an oil separator is not at this location, an above-grade containment system around the interior perimeter of the structure would need to be constructed.
- B. The prefabricated tenant structure is required to feature a flat end aluminum substructure for efficiency of installation and a long-lasting, lightweight performance. The aluminum frame of the project shall be supported by a tension fabric membrane designed for implications of adverse weather. The membrane shall be equipped with climate control layers, rip-stop engineering, and fire retardant. A standard concrete and epoxy baseplate style is needed to provide solutions to meet structural load rating demands. Additional information and requirements will include the following:
 - 1. Two minimum 14' high by 28' wide motorized vehicle doors (1 on each corresponding side for drive-through) will be necessary.
 - 2. The end wall of the structure shall have a minimum 17' clear height and the center of the structure shall have a 32' minimum clear height.
 - 3. A minimum of 2 man-entry doors is required. These doors must be able to be locked and secured.
 - 4. The project does not require any apertures.
 - 5. Infrared heating units shall be used to fulfill the heating requirement.
 - 6. Building requires a backup generator. Provide a temporary electrical service to the building, estimated to be a 400 amp 120/240v-1ph-3w electrical service. Size to be confirmed by the heating requirement of

electric radiant heating. Provide a manual transfer switch and connections for a portable 240v roll-up generator (sized for the entire electrical service of the building) to provide power in the event of a power outage.

7. Provide LED lighting to illuminate the floor of the building to 10 footcandles. All luminaires shall have integral occupancy sensors. Provide convenience receptacles every 50ft of the inside perimeter of the building.
8. The images below identify the prospective site of the project:



Figure 1: Plan View



Figure 2: Perspective View

- C. Utility connections shall be an appropriate distance of the structure location. If any utility connections are over 1,000 feet away, the Department will work with contractor to provide a solution.

- D. The project shall address the need for tenant space for activities such as equipment storage and vehicle repairs. The Structure will need to include utilities, such as water, electricity, HVAC, fire suppression and drainage. The Structure is required to be from a respected, responsible builder, providing certifications and samples of other structures, which have been installed meeting similar criteria as this RFP.
- E. The design services expected, for this project, include site survey and assessment, data required for FAA review, including airspace determinations, design, utilities, cost estimates, construction administration and management, field observation, quality control, testing and inspection during construction and site improvements. The project requirement will most likely include the involvement, in varying degrees, of surveying, architectural, mechanical, electrical structural, civil engineering and environmental services disciplines.
- F. All work performed shall be in compliance with all applicable regulatory agencies, including OEPA, NEORS, FAA, City, and County.
- G. Acquire the necessary topographic survey and utility data for the project site, including related office computations and drafting.
- H. The design effort shall be detailed in nature, including construction documentation and post-construction services as required, drawing submittals shall be at the 60%, 90% and 100% completion stages.
- I. The construction services shall include all construction work necessary to complete the following: erection of a temporary prefabricated (pop-up) tenant structure, including water, electric, HVAC, fire suppression, and drainage in accordance with the Design/Build contract. These services may also include the incorporation of landscaping and environmental sustainability. The services will also need to fulfill project close-out and punch list requirements, repairs and/or replacements during the warranty period.
- J. It is the City's intent to hire a Design/Builder team, along with a manufacturer of prefabricated pop-up structures, to provide the full range of architectural, engineering and construction services required for the siting, erection and completion of the temporary prefabricated tenant structure.
- K. It is the responsibility of the Design/Builder team to be fully acquainted with the existing conditions of the project site by conducting a visual inspection before Proposal submission. A visit to the proposed structure location will occur at the time of the pre-proposal meeting.
- L. The project scope of work is not intended to be all-inclusive, but instead defines the City's minimum expectations and requirements. The Design/Builder team will be required to perform all duties supplementary to the preparation of a conceptual design, construction cost estimate, prefabricated building, erection of the building, utilities, approval and permits.

- M. There will be liquidated damages assessed of \$1,000.00 per day in the event the agreed upon schedule, between the Department and Design/Builder team, is not adhered to without written, signed schedule change authorization.

The scope of services required, for the completion of the project, is further detailed in "Project Criteria and Performance Specifications."

City's Role:

The City will express the intent of the design and provide an adequate and complete facility design/build scope and criteria in the RFP. In addition, the City will:

- A. Look to establish the execution requirements (e.g., schedule, operations, and any constraints on Design/Builder's work, Design/Builder submittals, permits, special work acceptance requirements) and identify appropriate requirements in the RFP.
- B. Monitor design and construction, during the project implementation, for contractual compliance.
- C. Endeavor to answer all questions promptly and provide information that is critical to the success of the project to avoid impeding the Design/Builder's schedule.
- D. Attempt to render decisions in a timely manner.
- E. Will not assume responsibility for design adequacy or "approve" design and construction submittals, except to approve requested deviation from the contract when acceptable and appropriate. The City's role changes from reviewing designs and submittals for technical accuracy for traditional design-build projects to reviewing for conformance with the contract on design-build contract(s) and monitoring project progression.

Design/Builder's Role

- A. It is the responsibility of the Design/Builder to be fully acquainted with the existing conditions of the project site by conducting visual inspections before Proposal submission.
- B. Prepare preliminary plans identifying required topographic field surveys, subsurface soil investigations, and other field investigative programs. Develop a schedule of completion of required surveys and investigations to minimize interference with airport and tenant operations.
- C. Complete appropriate Department requirements, such as completing a Facility Modification Permit ("FMP") application and providing appropriate data for an FAA 7460 submittal.
- D. Professional consulting services for the Project will include site survey and assessment, design, utilities, cost estimates, construction administration and management, field observation, quality control, testing and inspection during construction and site improvements.
- E. It is anticipated that the Project requirements will most likely include, in varying degrees; surveying, architectural, mechanical, electrical, structural, civil engineering and environmental services disciplines.

The pertinent professional services will include, at a minimum, the following:

1. Project and construction management.
2. Integrated schedule for design and construction.
3. Provide design options with respect to material, layout, and other factors, that define the scope of work for design development.
4. Extensions of designs.
5. Maintenance and Protection of Traffic and Construction Safety Phasing Plans and submit FAA form 7460 application for construction.
6. Permits preparation and applications from all affected municipalities, as required.
7. Cost control.
8. Material and equipment acquisition (including incorporation of long-lead items and identification of possible impact to schedule).
9. Construction.
10. Environmental Storm Water Pollution Prevention Plan development and soil erosion control plan, if required.
11. Inspection and quality assurance/quality control (including any material testing).
12. Value Engineering.
13. As-built survey for acceptance and record purposes for ALP updates.
14. Turnover, warranty and Revit format record ("as-built") drawings.

- F. The Design/Builder must ensure the integrity of all extensions of the design and ensure that all equipment and materials meet the minimum design criteria requirements. This function is a significant role reversal from the traditional design-bid-build projects.

The City reserves the right to modify the scope of services at any time before execution of a contract to add, delete, or otherwise amend any item(s), as it deems necessary, in its sole judgment, and in the best interest of the City.

3. GENERAL TERMS AND CONDITIONS OF THE CONTRACT

3.1 Terms and Termination.

- A. The Department intends to recommend award, of a contract, to the firm(s) that best satisfies the needs of the Department based on the requirements of this RFP.
- B. The term of the contract shall begin upon date of execution and, unless extended by the City or unless sooner canceled or terminated pursuant to the provisions hereof, shall terminate upon the Director's acceptance of completion of all required services, whichever shall occur earlier.
- C. The City may terminate the contract, at any time, for cause, upon failure to perform in a manner satisfactory to the City after the successful 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 subcontractors the City determines that the successful Firm and its CSB subcontractors 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 nondiscrimination provisions of this contract, the City shall impose such sanctions as it may determine to be appropriate. These sanctions include, but are not limited to, (i) cancellation, termination or suspension of the contract or (ii) suspension from participation in future CLE contracts.
- E. The City may terminate the contract for cause and without any prior notice should the successful Firm fail to maintain any licenses or permits as required by the contract or fail to adhere to the City's and/or Department's applicable rules and regulations.
- F. The City may, at any time and in its sole discretion, without cause and upon thirty (30) calendar days' written notice, discontinue the contract entirely. Such discontinuance of the contract, by the City, shall not constitute a breach of the contract, by the City, and the City shall have no obligation or liability whatsoever; and successful Firm shall make no claim for payment of damages or of any cost or expense incurred in connection therewith.
- G. Failure of the successful Firm to strictly enforce a subcontract agreement with any of its subcontractors shall be considered a default by the successful Firm and grounds for termination of its contract.
- 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. The contract to be awarded under this RFP shall be a fixed-price contract subject to a contract ceiling dollar amount. Said amount includes all fees to be charged for the services plus all related costs and expenses of the successful Firm in performing such services.

- J. Any member of the Firm'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 FAA or the TSA. 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. 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 Department deems appropriate.
- L. **The statement above must be included in all subcontractor and subconsultant agreements that the prime contractor or prime consultant signs with a sub-contractor or subconsultant.**

3.2 Proposal Submittal

3.2.1 The Firms shall submit two Proposals, independently of one another. The first submittal is the Qualifications Proposal. The second submittal is the **Exhibit "E" Fee Proposal**. The Fee Proposal must be in a separately sealed envelope, clearly marked on the outside. If submitting electronically, the Fee Proposal shall be submitted in a separate file from the Qualifications Proposal

3.2.2 Utilizing **"Exhibit E" Fee Proposal**, Firms shall provide a lump sum bid for each of three (3) different size buildings: Item 1: 15,000 sq. ft., Item 2: 20,000 sq. ft. and Item 3: 25,000 sq. ft. Under each item, two additional lump sum amounts will be required. These two contingency amounts are 5% above the lump sum base bid and 10% above the lump sum base bid.

- A. The lump sum proposal for each item must include all aspects of the scope including, but not limited to, all services necessary to design, acquire and construct the pre-fabricated structure.
- B. In addition, the Firm shall provide its best estimate of expenses including, but not limited to, travel, shipping and all other associated expenses.
- C. As the Department will not entertain qualifiers on the fee proposal, the lump sum must include all items.
- D. The Fee Proposal shall be considered a firm and final offer and will not be subject to negotiation.

3.3 Subcontractors/Subconsultants.

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

demonstrate proficiency in the services proposed for this contract. If the Firm has doubt as to whether an area or field of expertise may potentially be used on the project, then it is strongly encouraged that a subcontractor/subconsultant, with this specialty, be provided with the list of subcontractors/subconsultants intended to be part of the Firm'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 permitted to work on the Project in any aspect.

3.4 Insurance.

Firm 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 Firm, 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) per occurrence and in the aggregate, covering the successful Contractor, the City and the Designer as their interest may appear, for any one incident; and (5) be primary and non-contributory, notwithstanding any other insurance covering City. Such policy or policies shall include "Contractual Liability", the "Explosion Hazard", the "Underground Property Damage Hazard", and the "Collapse Hazard". If 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) per occurrence and in the aggregate, 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) per occurrence and in the aggregate, 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) per occurrence and in the aggregate, 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) per occurrence and in the aggregate 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.
- O. If Contractor will not have access to City data or networks, it is required that Contractor hold a Cyber policy with 3rd party liability limits of at least \$1,000,000.00 dollars per claim and in the aggregate. 3rd party liability coverage includes information security & privacy liability, media liability, and regulatory fines/penalties coverages. The City must be named on the policy as an Additional Insured for Vicarious Liability.

If Contractor will have access to City data or networks, it is required that you hold a Cyber and Technology Errors & Omissions policy (separate or combined) with 3rd party cyber liability limits of at least \$5,000,000.00 dollars per claim and in the aggregate. 3rd party liability coverage includes information security & privacy liability, media liability, and regulatory fines/penalties coverages. Technology Errors & Omissions limits must be at least \$5,000,000.00 dollars per claim and in the aggregate. Technology Errors & Omissions coverage should provide coverage for your technology products and services along with any consulting you may provide. The City must be named on the policy(ies) as an Additional Insured for Vicarious Liability

3.5 Bond Information.

Upon execution of the Contract, Design/Builder shall furnish, to the City, separate performance and payment bonds in the penal sum of 100% of the Guaranteed Maximum

Price ("GMP") amount, or the amount of the Project construction budget if GMP has not been established as of the date of execution of the Contract, as a guarantee of good faith that the terms of the Contract shall be compiled with in every particular. If the GMP established under the Contract is less than the Project construction budget, Firm may furnish a rider to adjust the amount of the bonds to reflect the GMP and shall reflect the adjusted premium cast appropriately in the general conditions shown as a part of the GMP.

- A. Said performance bond shall be subject to the approval of the City of Cleveland, Department of Law.
- B. The Surety must be licensed to do business within the State of Ohio. A "Certificate of Compliance" issued by the Ohio Department of Insurance shall accompany the performance bond.
- C. The Surety must have an agent located within the State of Ohio and the agent shall be identified as part of the bond submittal.
- D. The Surety shall provide a properly executed power of attorney evidencing the authority of the signatory to execute the bond.
- E. The Surety must be listed on the current edition of U.S. Treasury Circular 570 and the penal amount of the bond shall be within the limit noted on the circular.
- F. The Design/Builder's performance bond and the Design/Build Team Surety will be released only when all provisions of the contract and all warranty obligations required by the contract have been fulfilled.

Subcontractor Bonds: Each Subcontractor whose Subcontract is greater than \$100,000 shall be required, as a condition of the Subcontract, to execute a similar Performance Bond in the full amount of each Subcontract, naming the Design/Build Team and the City as joint obliges.

4. PROJECT SCHEDULE AND DELIVERABLES

4.1 Deliverables.

The Project is on a time sensitive schedule and will require availability and dedication of the selected Design/Builder to complete services on time. Firms should carefully consider their ability to complete all required tasks inclusively within the project schedule time frame.

Design/Builder shall submit, within ten (10) calendar days after the award and/or execution of the Contract, a Design Schedule for the performance of Design/Builder's design services and construction work which shall include allowance for reasonable time required for the review and/or approval of all authorities having jurisdiction over the Project.

The project must be completed in 150 calendar days from the award and/or execution of the Contract. This is the mandated final delivery and acceptance date of the project for complete use by the City and the Department.

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

- A. Within one week after receipt of a written Notice-To-Proceed, issued by the Department, the successful Firm shall be prepared to begin work, covered by the contract, and shall execute the work, to be performed, 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 Firm, shall be under the direction of the Department's Project Manager.
- C. At all meetings, between the Department and the Firm, held in connection with the Project, the Firm shall take minutes of all topics discussed and depositions or conclusions reached. Within one (1) week, the Firm shall prepare a formal set of meeting minutes and submit same to the Department's Project Manager for approval. The Firm 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 successful Firm, relative to instructions and/or authorizations, must be confirmed, in writing, by the successful Firm and submitted to the Project Manager for written approval.
- E. The successful Firm is responsible for controlling costs and ensuring that all required work is completed within the approved time limit for each task. No modification, to the scope of work, or extra work, shall be considered, by the Department, unless conditions have been specifically documented as required by the terms of the contract. Additionally, this documentation shall be verified prior to the Department's authorization to the successful Firm to perform additional work.
- F. The successful Firm's staff shall be available with no more than two (2) business days' notice to attend meetings or make presentations at the request of the Department's Project Manager. The successful Firm may be called upon to provide maps, drawings, audiovisual displays and similar material for such meetings.
- G. Copies of all appropriate written correspondence, between the successful Firm 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 given, to the Department, after completion of the Project. The successful Firm shall provide, to the Department, on a monthly basis, progress reports, which describe the work performed on each work element, problems encountered, man hours expended by each member of the team and the total dollar expenditure, on the project, by work element, during the reporting period. Progress reports shall be delivered, to the Department's Project Manager, within one week of the monthly reporting period and shall be attached to the invoices when submitted for payment.
- I. No work performed, on behalf of the Department, may be used for other clients or potential clients, of the successful Firm, without prior written approval from the Department's Project Manager.
- J. Successful Firm must attend briefings with the Director, executive staff, and other Department staff, as requested. The successful Firm will also be expected to provide briefings, to the Director or his designated representative, regarding any issues which arise during the conduct of the work.
- K. Successful Firm shall provide responses to questions, or issues, which may be raised by FAA representatives during project reviews and audits.
- L. Successful Firm shall 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. Successful Firm shall provide a minimum of three (3) hard copies and three (3) electronic copies 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 Proposal.

- A. Each Firm shall provide all information requested, by the City, 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-reusable 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 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 Cleveland Small Business Participation.

Prospective Consultants are advised that in order to enter into a contract with the City, for providing the services outlined in this RFP, 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 the design portion of this project. The Construction portion, of this Project, has an eight percent (8%) CSB goal, fifteen percent (15%) Minority Business Enterprises ("MBE") goal and a seven percent (7%) Female Business Enterprises ("FBE") goal.** 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 MBEs and 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 Firms must affirm their commitment to supporting and/or participating in Department-sponsored outreach events aimed at attracting and educating small, minority, and female-owned companies on business opportunities with the Department. This may include a nominal fee up to Three Hundred Dollars (\$300.00) at the Director's discretion.

5.6 Equal Opportunity Clause.

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

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

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

5.7 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.

5.8 Execution of Contract.

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

5.9 Familiarity with Request for Proposals; 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 successful 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.

5.10 Anticipated Proposal Processing.

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

Release of Request for Proposal	July 3, 2024
Pre-proposal Conference/Site Visit	July 12, 2024
Deadline for Inquiries	July 19, 2024
Written Response to Inquiries	July 25, 2024
Deadline for Proposals	August 3, 2024

5.11 Interpretation of Proposal Document.

- A. 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 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 July 19, 2024. Requests for clarification or interpretation may be submitted via e-mail to smuia@clevelandairport.com.
- B. **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 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 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:

1. Provide evidence that it has a minimum of five (5) continuous years of experience, in the last seven (7) years, in performing general engineering design/build services for public agencies.
2. Have previous experience in professional design/build services for airports or a designated staff member with airport experience engineering design/build services for other airports; or employ a designated staff member with airport experience. The designated staff member should have any required licenses and/or certification.
3. Possess all applicable licenses, certificates, permits or other authorizations required by all governmental authorities, including the City, having jurisdiction over the operations of the successful Firm at CLE or elsewhere.
4. Be authorized to conduct business in the State of Ohio, County of Cuyahoga and the City of Cleveland.
5. Demonstrate experience in establishing and maintaining constructive relations with project stakeholders and the community.

7. PROPOSAL CONTENT

The Proposal 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 the Firm desires to include 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, facsimile number, and email address of the Firm.

If a corporation, state the full name and title of each of the corporate officers and their experience as an owner, operator or manager of a Design/Build firm. The state of incorporation is to be included. If the firm is not an Ohio corporation, include a statement advising whether or not the firm is qualified to do business in the State of Ohio as a foreign corporation.

A foreign corporation will be required to qualify to do business in the State of Ohio prior to the execution of a contract.

If the firm is a sole proprietorship, state the name of the individual doing business.

If a partnership, state the full name, address and other occupation, if any, of each partner; whether the partner is active or dormant; whether each partner is a general or limited partner; each partner's experience as an owner, operator or

manager of an interpretation and/or translation firm and the proportionate share of the business owned by each partner.

If a joint venture, state the names of the firms participating in the joint venture and the principal officers of each firm; each officer's experience as an interpretation/translation consultant and the proportionate share of the joint venture owned by each joint venture partner.

- B. Executive Summary: The executive summary should provide a clear and concise summary of the Firm's background, level of expertise, direct relevant experience and ability. The executive summary should make the Firm's case as the best candidate for providing general engineering design/build services to the Department. Firms should structure this section in a manner that allows it to serve as a stand-alone summary when separated from the other sections of the Proposal.
- 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) list relevant recent experience for each firm, on the consultant team, as it relates to providing design/build services for construction projects as described in this RFP and state the number of persons you currently employ in such operations. The list should be limited to no more than seven (7) projects for the prime participant and no more than five (5) projects for each sub Firm. Provide information regarding projects this Firm team has worked on together previously and length of partnering; (iii) give the name, location and date of all similar contracts that have been terminated or canceled within the past three (3) years, prior to the expiration of their contractual term, and also list any judgments terminating or any pending lawsuits or unresolved disputes for the termination of such services provided by you within the past three (3) years; and (iv) give the names and addresses of at least three (3) references as to your professional capability. The references should include the name of the contact person, e-mail address and telephone number.

- D. Project Approach: Provide a statement discussing your understanding of the anticipated project goals and discuss the unique nature of task and project requirements for the Department, including those factors that are critical to making the opportunity a success. Firms must provide a detailed discussion of how firm will approach this opportunity to ensure that the City's goals and objectives will be realized. The Proposal should also identify and discuss key issues impacting the services, as defined in this RFP, and the Airports, as well as discuss methods/models that would address key issues.
- E. Key Staff: Firm 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 project responsibilities.

1. Personnel proposed shall have the desired qualifications and experience in his/her area of expertise. It is preferred key staff experience cited be within the past ten years.
2. Individuals proposed, and accepted, by the Department, as personnel, for this contract, are expected to remain dedicated to the contract.
3. In the event any key staff person(s) becomes unavailable for continuation of the work assignment, the successful Firm shall replace said individual(s) with personnel of equal ability and qualifications. However, any changes to designated key staff personnel, require the prior written approval of the Department. If acceptable, changes shall be in effect without additional cost to the Department and without formal modification of the contract.
4. The successful 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 project. Upon written notification from the Department, the successful Firm shall promptly offer a replacement with equal ability and qualifications for the Department's approval. The successful Firm shall be responsible for any costs arising from the action of the Department relative to this requested action.
5. Any member of the successful Firm'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 TSA. Adherence to all federal, state, county and city laws and regulations and CLE regulations and policy regarding access to certain CLE areas is a requirement of this contract. Failure to comply with appropriate security requirements may be grounds for loss of security access and/or contract termination.

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

G. Work Product Samples: Firms are to submit a case history which demonstrates their ability to manage a design/build project efficiently. Be specific as to how and why the firm decided to approach the project a certain way. This case history should address the following elements: (i) concept; (ii) strategy and (iii) supporting tactics (e.g. traffic forecast). The sample must have been developed within the past three (3) years. In addition, provide examples and discuss in

narrative the firm's capacity to produce quality materials in written, graphic and pictorial form.

- H. CSB/MBE/FBE Participation: Firms shall submit the names of persons, subcontractors, joint ventures or others to be used in meeting CSB/MBE/FBE goals or requirements. A list with the firm(s) location shall be included in the submittal along with an estimate of the anticipated percentage of work to be subcontracted to CSB/MBE/FBE and Non SBE/MBE/FBE proposed sub-consultants. **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.
- I. Financial Offer: Refer to Section 3.2 Fee Proposal. No qualification of the financial offer will be accepted. The financial offer shall be considered a final offer and will not be subject to negotiation. The financial offer must also be submitted in a separate, sealed envelope with the firm's name, date and title of the project on the envelope.
- 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. 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 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.
- L. Financial Background Information:
 - 1. Balance sheet and income statement for the last two (2) fiscal years, prepared in accordance with generally accepted accounting principals, consistently applied reflecting the current financial condition of the Proposer as of the for the dates thereof and interim financial statements from the date of the last statement to the date of this proposal. 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 form date of submittal;
 - 2. Ownership structure of the proposer (If the Proposer is a corporation and the outstanding stock of said corporation is held by fewer then ten (10)

individuals, the name and residence address of each stockholder and his/her shares of the outstanding stock must be listed.); and

3. Provide three (3) bank and trade references.

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) Request for Taxpayer Identification Number and Certification; (iii) Affidavit and (iv) Non-Competitive Bid Contract Statement for Calendar Year 2024.

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

O. Supplemental Information

1. The City may require a firm to further supplement its 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.
2. 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.
3. 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.

8. INQUIRIES

Interested parties may submit questions pertaining to the RFP. 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 July 19, 2024. 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 Firm in submitting its Proposal or in the performance of its obligations under the RFP.

9. DISQUALIFICATION OF FIRM / PROPOSAL

The City does not intend, by this RFP, to prohibit or discourage submission of a Proposal that is based upon Consultant'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 Firm 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.

Unsealed Financial Offers may be subject to disqualification.

10. EVALUATION OF PROPOSALS

The City department/division issuing this RFP will evaluate each Proposal 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 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.

CLE shall apply an Evaluation Credit of two percent (2%) of the total points awarded for a Statement received from a Local Producer and two percent (2%) of the total points awarded for a Statement received from a Local Sustainable Business provided that the maximum total Evaluation Credit applied shall not exceed four percent (4%). The Evaluation Credit to be added is solely for the purpose of 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 Statement. As used herein "Local Producer" and "Local Sustainable Business" are defined in City of Cleveland Ordinance No. 1660-A-09 (Refer to **Exhibit "B"** attached hereto).

The numerical rating following each factor set forth below indicates the importance of the requested information in the selection process. The resulting selection rating will not

reflect on the professional abilities of the Firm. Instead, the rating reflects the City's best attempt to quantify each Firm's ability to provide the services set forth in the contract and to meet the specific conditions and criteria included in this Request for Proposal.

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

10. 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 will be 50% of the Firm's score with the highest score having the highest numerical ranking based on the number of proposals received. The ranking of the Proposal Pricing (Exhibit "E" Fee Proposal) will be 50% of the Firm'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 rankings. In case of a tie score, the Firm with the highest score in the Qualifications will be the selected Design/Build Team.