



# Request for Proposal

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## **Cleveland Hopkins International Airport**

CLE Snow Removal Equipment Storage  
& Vehicle Maintenance Building Addition

**WBS No. H218**

**Issued: May 26, 2016**

**Department of Port Control  
Cleveland Hopkins International Airport  
5300 Riverside Drive  
P.O. Box 81009  
Cleveland, Ohio 44181-0009  
Phone: 216-265-6000  
Fax: 216-265-6021**

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### **ATTACHMENTS:**

Emerging Business Enterprise Development (EBED) Documents  
Northern Ireland Fair Employment Practices Disclosure  
Affidavit  
Request for Taxpayer identification number  
Non-Competitive Bid Contract Statement for Calendar Year 2016  
Prevailing Wages Notification

### **EXHIBITS:**

Exhibit "A" - Project Criteria and Performance  
Exhibit "A1" – SRE Storage and VMB Exhibits  
Exhibit "B" - Bid Forms  
Exhibit "C" – Federal Aviation Administration (FAA) Bidder Requirements

## INTRODUCTION

The City of Cleveland, owner and operator of Cleveland Hopkins International Airport, ("Airport" or "CLE"), through its Director of the Department of Port Control ("Director"), is soliciting proposals from qualified firms ("Firm"), 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 improvements at the Airport as part of the CLE Snow Removal Equipment Storage and Vehicle Maintenance Building Addition. The project includes consultation, design and all required construction throughout the project lifecycle.

The Department of Port Control ("Department") seeks to implement a comprehensive design and build strategy that focuses on building a Storage Building for Snow Removal Equipment and a Vehicle Maintenance Building on the campus. The Buildings will allow CLE's management to accomplish one of their goals of serving their customer base and also positively enhancing the image of the Airport. The Department is looking for a firm that will provide a detailed design and also complete the required construction of the proposed building's design.

A **MANDATORY** pre-proposal conference will be held at the Federal Services Building at Cleveland Hopkins International Airport, 5301 West Hanger Road, Cleveland, Ohio 44135, on Friday, June 17, 2016 at 10:00 a.m. local time. At that time, interested parties may ask questions pertaining to this Request for Proposal. For reasons of security, those planning to attend the pre-proposal conference must register by 4:00 p.m. local time, Wednesday, June 15, 2016 by calling Kassan Bahhur at (216) 265-6186 or by e-mail to kbahhur2@clevelandairport.com. When registering for the conference, it will be necessary to provide the names of all attendees and the firm's name.

Each Firm shall submit seven (7) complete Proposals, consisting of one (1) unbound original, five (5) identical bound copies and one (1) CD-ROM containing the Proposal, and all attachments, in Portable Document Format ("PDF"), to the City of Cleveland no later than 4:00 p.m. local time, Friday, July 22, 2016. No Proposals shall be accepted after that time unless such date or time is extended pursuant to a written addendum issued by the City of Cleveland.

Sealed Proposals may be mailed or delivered to the address below and must be identified on the outside of the envelope(s) as: **Proposal: CLE Snow Removal Equipment Storage and Vehicle Maintenance Building Addition**

Cleveland Airport System  
2<sup>nd</sup> Floor Administrative Offices  
P. O. Box 81009  
5300 Riverside Drive  
Cleveland, Ohio 44181-0009  
Kassan Bahhur, Procurement Officer

If Proposals are hand-delivered, Proposals should be addressed as above and taken to the Airport Information Counter located in the center of the ticketing level (next to Checkpoint B) of the passenger terminal building at CLE. The hours for hand-delivery are Monday – Friday, July 18 – July 22, from 10:30 a.m. through 4:00 p.m.

The Director reserves the right to waive irregularities and technicalities, to re-solicit 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 Request for Proposal 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 Proposal:

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

<http://www.clevelandairport.com/company/business-opportunities/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 **CLE Snow Removal Equipment Storage and Vehicle Maintenance Building Addition** Request for Proposal will be posted on the above sites as no additional paper mailings will be made. Upon receipt of a Letter of Invitation, it is requested that interested Firms contact via e-mail: [kbahhur2@clevelandairport.com](mailto:kbahhur2@clevelandairport.com) as confirmation of receipt and interest.

## **1. BACKGROUND**

The City of Cleveland, Department of Port Control, owner and operator of the Airport, through its Director, is soliciting proposals from qualified Firms with demonstrated experience in providing professional design/build services, including a full range of architectural/engineering services and general construction, for improvements at CLE. This Request for Proposal 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 the Snow Removal Equipment Storage and Vehicle Maintenance Building Addition at CLE.

## **2. SCOPE OF SERVICES**

### 2.1 General Scope of Services:

The Department seeks the services of a professional design/build firm for the CLE Snow Removal Equipment Storage and Vehicle Maintenance Building Addition. 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 Request for Proposal 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 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.

### 2.2 Project Specific Services:

- A. These design/build services are required for the construction of a new Snow Removal Equipment ("SRE") Storage Facility, at approximately 44,200 sf to the south of the existing Consolidated Maintenance Facility ("CMF") on the west side of the Airport campus. The scope of work will also include a second SRE storage facility, at approximately 80,000 sf, to the north of the existing CMF. A new vehicle maintenance facility ("VMB"), at approximately 45,000 sf, is also to be designed and constructed. The SRE storage facilities are to be designed as extensions of the existing CMF. The new VMB facility is expected to be a re-purposing of the existing CMF storage area with approximately 30,000 sf as a maintenance facility. The new VMB will also include an approximate 15,000-sf build-out of the CMF's core structure's second floor. Also included are all major infrastructure upgrades, including underground utilities, electrical, mechanical, plumbing, fire protection, elevator, architectural fit-out, and additional systems, as required, such as storm sewers, paving, and landscaping requirements. For your reference, the scope of the project will contain additional exhibits. Two (2) exhibits will be included with the RFP and three (3) will be presented after the Pre-Proposal Meeting as follows:
1. Project Criteria and Specifications (Included with RFP, as Exhibit A)
  2. SRE Storage and VMB Exhibits (Included with RFP, as Exhibit A1)
  3. Bid Forms (Included with the RFP, as Exhibit B)
  4. Federal Aviation Administration (FAA) Bidder Requirements (Included

- with the RFP, as Exhibit C)
  - 5. Available Record Drawings (After Pre-Proposal Meeting)
  - 6. Available Surveys (After Pre-Proposal Meeting)
  - 7. CAD/BIM Standards (After Pre-Proposal Meeting)
- B. The design services, expected for this project, include the traditional stages of project design (including schematic design, design development and cost estimates), construction administration & management, field observation, testing and inspection during construction. The project requirements will most likely include the involvement, in varying degrees, of surveying, civil engineering, geotechnical, mechanical, electrical, structural, environmental services and architectural disciplines. The pertinent design/build services will include, at a minimum, the following:
- 1. Project and construction management;
  - 2. Integrated schedule for design and construction;
  - 3. Extensions of designs;
  - 4. Permit preparation and application;
  - 5. Cost control;
  - 6. Material and equipment acquisition (including incorporation of long-lead items and identification of possible impact to schedule);
  - 7. Construction;
  - 8. Environmental Storm Water Pollution Prevention Plan development;
  - 9. LEED Certification attainment (as attainable based on project scope/budget);
  - 10. Inspection and quality assurance/quality control (including any material testing required);
  - 11. Third Party Value Engineering;
  - 12. As-built survey for acceptance and record purposes;
  - 13. Training for operation and maintenance; and
  - 14. Turnover, warranty and record ("as-built") drawings.
- C. The design shall include the use of the existing buildings at and around the existing CMF during construction efforts. The design effort shall be detailed in nature, including construction documentation and post-construction services in accordance to best management practices as required.
- D. The construction services shall include all general contracting and construction work necessary to complete the installation of the Snow Removal Equipment Storage and Vehicle Maintenance Building Addition, in accordance with the design/build contract. These services will also include the incorporation of landscaping, environmental sustainability and provision for information technology elements, as required. The services will also need to fulfill project close-out and punch list requirements, repairs and/or replacements during the warranty period.
- E. It is the City's intent to hire a Design/Build team to provide the full range

of architectural, engineering and construction services required for the completion of the redevelopment project for the CLE Snow Removal Equipment Storage and Vehicle Maintenance Building Addition.

- F. It is the responsibility of the Design/Build team to be fully acquainted with the existing conditions of the project site by conducting visual inspection before Proposal submission.
- G. The project scope of work is not intended to be all inclusive, but instead defines the City's minimum expectations and requirements. The Design/Build team will be required to perform all duties supplementary to the preparation of a conceptual design, construction cost estimate and construction of the renovation.
- H. The scope of services required for the completion of the project is further detailed in "Project Criteria and Performance Specifications."
- I. The Successful Firm 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 Firm must further develop the Snow Removal Equipment Storage and Vehicle Maintenance Building Addition and all necessary appurtenances.
- J. The contract is of a time-sensitive nature. The Successful Firm must be available and dedicated to completing all design/build phases of the project by **February 28, 2018**. This date would mandate final delivery and the acceptance date of the project for complete use by the City and the Department of Port Control.
- K. The Successful Firm will be required to submit a Design Schedule for the performance of their services and construction work within ten (10) calendar days after the award of the contract by the City of Cleveland Board of Control. The schedule will need to be delivered timely so that the Department's Engineering group and the FAA can review and/or approve all authorities having jurisdiction over the project.

### **3. GENERAL TERMS AND CONDITIONS OF THE CONTRACT**

#### 3.1 Term and Termination:

- A. The Department intends to recommend award of a contract to the firm that best satisfies the needs of the Department based on the requirements of this Request for Proposal. The Department reserves the right to award more than one contract, using the criteria defined in this Request for Proposal, if, in the Department's judgment, there is more than one qualified firm to fulfill the commitments.

- B. The term of the contract shall begin upon the date of execution and, unless extended by City or unless sooner canceled or terminated pursuant to the provisions of the contract, shall terminate upon the Director's acceptance of completion of all required services. The contract will end upon completion of all phases of the design/build and release of the final retainage.
- 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 DBE/MBE/FBE subcontractors the City determines that the successful Firm and its DBE/MBE/FBE 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 DBE/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 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 Request for Proposal, 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 Request for Proposal.
- I. The contract to be awarded under this Request for Proposal 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 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. Firm 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 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 sub consultant agreements that the prime contractor or prime consultant signs with a sub-contractor or subconsultant.

### 3.2 Financial Proposal:

Firm should submit its fee proposal, for all its services, in a separately sealed envelope clearly marked on the outside. Itemize the fee by project phase or other divisible unit completed, in dollars and percentage, or by deliverable. Firm shall provide its best estimate of expenses including, but not limited to, travel and associated expenses. No qualification of the fee proposal will be accepted. 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/sub-consultants 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 strongly encouraged is 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 allowed to work on the Project in any aspect.

### 3.4 Insurance:

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

The Successful Firm shall be required to take all necessary precautionary measures and to perform the work required for this contract in such a manner as to adequately protect and safeguard existing facilities. Any damage to existing facilities caused by the Contractor's operations or equipment shall be satisfactorily replaced or repaired by the Contractor at his own expense. The Bidder's specific attention is directed to the fact that the Contractor will be required to protect adjacent property during construction. Any damage to adjacent facilities caused by the Contractor's operations or equipment shall be satisfactorily replaced or repaired by the contractor at his own expense.

- A. The Contractor shall purchase and maintain during the life of the contract such general liability and property damage insurance including products/completed operations coverage, wherein the City of Cleveland and the Designer are named as additional insureds. Special hazards such as business automobile liability insurance shall also be addressed. Coverage shall protect the Contractor and any subcontractor performing work under this contract from claims for damage for personal injury, including accidental death, as well as for claims for property damages which may arise from operations under this contract, whether such operations by himself or by any subcontractor or by anyone directly or indirectly employed by them. 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. The amounts of such insurance shall be as described below.

**Self-insurance is unacceptable.**

- B. Public Liability and Property Damage Insurance; Such policy or policies shall include the "Explosion Hazard", the "Underground Property Damage Hazard", and the "Collapse Hazard" and shall be in an amount not less than a combined single limit of \$10,000,000.00 for bodily injury and property damage per occurrence. 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 contractor is directly or indirectly exercising physical control by reasons of the work to be performed.
- C. The following special hazards shall be covered during the life of this contract by rider or riders to the policy or policies above required, or by separate policies of insurance in amounts as follows:
1. Public liability insurance to cover each automobile, truck or other vehicle used in the performance of the contract in an amount not less than a combined limit of \$10,000,000.00 for bodily injury and property damage per occurrence;
  2. The 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;
  3. The policy or policies shall contain the following special provisions: the company agrees that thirty (30) calendar days prior to cancellation or reduction of the insurances afforded by this policy, with respect to the contract involved, written notice will be mailed (certified mail) to the Department or Port Control, City of Cleveland, with copies to the Airport Engineer and Resident Engineer.

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.

- D. Workers' compensation and employer's liability insurance as provided under the laws of the State of Ohio.
- E. Statutory unemployment insurance protection for all of its employees.
- F. Maintain such other insurance policies as may be reasonably required the City.

- G. The Firm will name the City of Cleveland as additional insured on all policies, and all policies will contain a clause stating the coverage will be primary and non-contributor as respect to all work being performed for the City of Cleveland, Department of Port Control.
- H. The Firm will provide the City of Cleveland, Department of Port Control with no less than thirty days written notice if the vendor's insurance will be cancelled, non-renewed, or has any material changes in coverage.

3.5. Bond Information:

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

- A. Within one week after receipt of a written Notice To Proceed issued by the Department, the successful Firm 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 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 decisions 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 turned over 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. 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. Provide responses to questions or issues which may be raised by FAA representatives during project reviews and audits. These may include briefings to review the status or content of the project plans.
- 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 Project or other pre-approved format).
- M. Provide a minimum of three (3) hard copies and three (3) electronic copies on CD-ROM of each completed work product, including a detailed executive summary. Additional copies may be requested on an as-needed basis.

## **5. GENERAL INFORMATION**

### 5.1 Submission of Proposal:

- A. Each firm shall provide all information requested by the City in this Request for Proposal. Firms must organize their packages to address each of the elements outlined and in the same order listed in Section 7 of this Request for Proposal.
- B. The City wishes to promote the greatest feasible use of recycled and environmentally sustainable products and to minimize waste in its operations. To that end, all proposals should comply with the following guidelines: Unless absolutely necessary, copies should minimize or eliminate use of non-recyclable or non re-usable materials. Materials should be in a format permitting easy

removal and recycling of paper. A proposer should, to the extent possible, use products consisting of or containing recycled content in its proposal including, but not limited to, folders, binders, paper clips, diskettes, envelopes, boxes, etc. Do not submit any or a greater number of samples, attachments or documents not 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 requested 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 Request for Proposal. 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 Disadvantaged Business Enterprise Program:

In accordance with the regulations of the United States Department of Transportation, 49 CFR, Part 23, Subpart F, the City of Cleveland, Department of Port Control has implemented a Disadvantaged Business Enterprise Program ("DBE"). This program applies to all projects that are federally funded, in whole or in part. The objectives of the DBE program are to ensure nondiscrimination in the award and administration of United States Department of Transportation assisted contracts, and assist in the development of small businesses owned by socially and economically disadvantaged individuals that have been certified by the Ohio Uniform Certification Program and/or the Ohio Department of Transportation.

A DBE Goal of 20% and a SBE goal of 10% have been established for the construction phase of this Project. The Design/Professional Service component, of this project, has a DBE goal of 15% and a SBE goal of 5%. DBE participation may be in the form of one or more joint ventures, partnerships, subcontracts or other legal arrangements meeting the eligibility standards in 49 CFR Part 26.

All Firms are required to submit information concerning the DBE firm (s) that will participate in this Project, including the name and address of each sub-consultant, the estimated annual gross receipts to be earned by each named sub-consultant, a description of the legal arrangements to be utilized and the total overall estimated annual gross receipts to be earned.

If a Firm is unable to achieve the DBE goals stated herein, it will be required to provide documentation in its Proposal demonstrating that it took all necessary and reasonable steps in attempting to do so, or that it is not economically feasible, at this time, to enter into either a joint venture, partnership, subcontract or other eligible arrangement with a DBE firm.

The selected Firm will be required to comply with the Department's DBE Program for the entire term of the contract.

Updated DBE Unified Certification Program ("UCP") directory can be obtained at the Ohio Department of Transportation's UCP website at: [www.ohioupc.org](http://www.ohioupc.org).

All proposed sub-consultants listed in your Proposal must receive written Board of Control approval in advance. The sub-consultants you list in your Proposal will be considered the sub-consultants that you will use in the contract if awarded to you. The City reserves the right to approve an award, but not approve a proposed sub-consultant.

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

In addition, the City of Cleveland is firmly committed to assisting Disadvantaged Business Enterprises ("DBEs") through its contracting activities, and the City intends to

contract with Firms that share that commitment. Firms shall make every effort to use DBEs and SBEs as sub-consultants where available and practical.

Please be aware that the participation of DBE/SBE Firms listed in your Proposal will be monitored by the Department's Emerging Business Enterprise Office throughout the duration of the contract. The selected Firm will be responsible for providing the Department's Emerging Business Enterprise Office with any and all information necessary to facilitate this monitoring, including sub-consultant agreements, invoices and cancelled checks. Selected Firms performing on CLE projects have a dual reporting requirement. Selected Firm will be required to provide sub-consultant agreements to the Emerging Business Enterprise Development Office.

**Additionally, selected Firm and sub-consultants (Non-DBE/SBE and DBE/SBE) will be required to enter all payments, invoices and certified payroll (where applicable) associated with the contract into the PRISM monitoring system (canceled checks and invoices must be scanned and attached to the file).**

**Note: The completion and submission of the referenced forms is required with the response to this Request for Proposal. The DBE/SBE firms and the anticipated percentages must be identified in the submittal.**

It is the City's objective that the DBE/SBE performs a commercially useful function. A DBE/SBE 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 DBE/SBE must have a necessary and useful role in the transaction of a kind for which there is a market outside the context of the DBE/SBE program.

If you have any questions in regard to either the Department's Emerging Business Enterprise Office's requirements and/or its other contracting goals, please contact the Emerging Business Enterprise Office at (216) 664-6606.

The selected Firm is a "contractor" within the meaning of Chapter 187 of the Codified Ordinances of Cleveland, Ohio, 1976. During the term of the contract, the selected 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 Firm 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. Firms 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. Firms 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 Firm affords all qualified employees and applicants for employment equal opportunities in the Firm'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 Proposal:

By submission of a Proposal, the Firm acknowledges that it is aware of and understands all requirements, provisions and conditions in the Request for Proposal and that its failure to become familiar with all the requirements, provisions, conditions and

information either in this Request for Proposal 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 | May 26, 2016  |
| Pre-proposal Conference         | June 17, 2016 |
| Deadline for Inquiries          | June 24, 2016 |
| Written Response to Inquiries   | July 1, 2016  |
| Deadline for Proposals          | July 22, 2016 |

#### 5.11 Interpretation of Proposal Document:

- A. If any prospective Firm finds discrepancies or omissions in this Request for Proposal or if there is doubt as to the intended meaning of any part of this Request for Proposal, 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 June 24, 2016. Requests for clarification or interpretation may be submitted via e-mail to kbahhur2@clevelandairport.com.
- B. **The City is not responsible for any explanation, clarification, interpretation, representation or approval made concerning this Request for Proposal or a statement given in any manner except by written addendum.** The City will post online each addendum issued for this Request for Proposal. Any addenda so issued are a part of and incorporated into this Request for Proposal as if originally written herein.

## **6. QUALIFICATIONS FOR PROPOSAL**

### 6.1 Minimum Qualifications:

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

- A. Provide evidence that it has a minimum of five (5) continuous years of experience in the last seven (7) years in performing general engineering design/build services for public agencies.
- B. Have previous experience in professional general 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.
- C. 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 the Airport or elsewhere.
- D. Be authorized to conduct business in the State of Ohio, County of Cuyahoga and the City of Cleveland.
- E. 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 shall 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 e-mail address.

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.

(i) 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 the required services. This section should be structured so that it can serve as a stand-alone summary.
- C. Exceptions: Firm shall include a list of exceptions to the Request for Proposal, if any. If there are no deviations or exceptions to any portion of this Request for Proposal, Firm shall state that on the "Exceptions" page. If no deviations or exceptions are identified and the City accepts the Firm's proposal, Firm shall conform to all of the requirements contained in the Request for Proposal.
- D. Experience: This section gives firms the opportunity to discuss their industry experience and what defines them as a leader in their industry. Firm may submit as much information in this section as is needed to differentiate its company and proposal from the other Firms.

Please include as a minimum the following information:

- (i) Clearly communicate how you meet or exceed the minimum qualifications;
- (ii) List relevant recent experience in providing design/build services for construction projects as described in this Request for Proposal and state the number of persons you currently employ in such operations;
- (iii) Clearly state the total number of such projects, and their locations, that you have provided and implemented at a facility comparable in size to CLE within the last five (5) years;
- (iv) 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

- (v) 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.

- E. Key Staff: The Firm should identify the key staff proposed for this contract and provide their curriculum vitae. As to each staff member identified, set forth their specific responsibilities and availability for the duration of the project.
- I. Statement of Project Approach/Goals: In a brief narrative format, the Firm should set forth its understanding of the anticipated project goals and discuss the unique nature of task-order, on call services and project requirements.
- J. 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 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 Airports for this contract should be included.
- K. Work/Product Sample: Firms are to submit a case history which demonstrates the ability to manage a design/build project efficiently. Be specific as to how and why the Firm decided to approach the task a certain way. 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 manage design/build projects in written, graphic and pictorial form.
- L. Financial Offer: Firm shall submit its best financial offer including the cost of a monthly retainer, hourly staff rates and reimbursable as necessary for services not covered by the retainer. 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, title of project, and WBS No. on the envelope.
- M. DBE/SBE Participation: Firms shall submit the names of persons, sub-consultants, joint ventures or others to be used in meeting DBE/SBE goals or requirements. Emerging Business Enterprise Development Documents (included with this RFP) must be completed and submitted with Firm's proposal.
- N. Affidavit: Firm shall submit, with its Proposal, an affidavit stating that either 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 subject to proposal and further agreeing that no such money or reward will be hereafter paid.

O. Additional Submittal Requirements: Firms shall complete, execute and return with its Proposal the following documents, copies of which are attached to this Request for Proposal:

- (i) Emerging Business Enterprise Development (EBED) Documents
- (ii) Northern Ireland Fair Employment Practices Disclosure
- (iii) Information for Form 1099
- (iv) Affidavit
- (v) Non-Competitive Bid Contract Statement for Calendar Year 2016
- (vi) Prevailing Wages Notification

The submission of a Proposal shall be considered evidence that the firm has satisfied itself relative to all conditions of this Request for Proposal and has ascertained either by inspection, investigation, or otherwise, all circumstances, procedures, conditions and requirements affecting the awarding of the Contract.

The City may require a firm to further supplement its written Proposal to obtain additional information regarding its Proposal or to meet with the City's designated representatives to further describe the firm's qualifications and abilities. 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. 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 written questions pertaining to the Request for Proposal. 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 Request for Proposal. The City will post online any amendments or clarifications to the Request for Proposal. Questions must be submitted, in writing, to Kassan Bahhur, Cleveland Airport System, 5300 Riverside Drive, P. O. Box 81009, Cleveland, Ohio 44181-0009 no later than June 24, 2016. Questions may be submitted via e-mail to kbahhur2@clevelandairport.com.

## **9. DISQUALIFICATION**

The City reserves the right to reject any Proposal that does not provide or is unresponsive to the information requested herein. The City reserves the right to reject any and all Proposals or to waive and accept any deviation in order to award the contract in the City's best interest, as determined in the City's sole discretion.

In addition, Proposals shall not be accepted from any firm that is in default as surety or otherwise upon an obligation to the Department or the City or that has failed

to perform faithfully any previous contract with any airport or the City, or is currently in default on any current contract with the Department or the City.

The City reserves the right to reject any and all Proposals without cause. A firm's failure to respond to all questions thoroughly and completely may result in rejection of its Proposal. The City reserves the right to thoroughly investigate the financial status, qualifications, experience and history of performance of each firm.

The City reserves the right to cancel the award of the Contract, with or without cause, at any time before such Contract has been fully executed by all parties.

Unsealed Financial Offers may be subject to disqualifications.

## **10. EVALUATION OF PROPOSALS**

Each Proposal submitted to the City shall be evaluated by the Department of Port Control. Only Proposals which are received on or before the submittal deadline and which meet all the requirements of this Request for Proposal shall be considered. The City reserves the right to contact Firms to obtain clarifications of information contained in the Proposal. The City also reserves the right to request a "best and final offer" from Firms meeting the minimum requirements.

At the discretion of the City, Firms may be required to meet with designated representatives of the City and make a full demonstration of the requested service. Firms will be responsible for all costs associated with providing their demonstration. The decision regarding which Firm(s) shall be requested to make such a demonstration shall be within the sole discretion of the City. The requested demonstration shall take place at the time and place specified by the City.

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.

- (A) Qualifications/Experience (Rating up to 15 points)
- (B) Key Staff (Rating up to 20 points)
- (C) Project Approach/Goal (Rating up to 30 points)
- (D) Management Approach (Rating up to 25 points)
- (E) Work/Product Sample (Rating up to 10 points)
- (F) DBE/MBE/FBE Participation (Pass/Fail)
- (G) Financial Offer (SEALED)-Unsealed Offers may be subject to disqualification

## 11. SCORING PROCEDURE

The contracting department may use the total points awarded for a Proposal, to compare competing Proposals to determine which to recommend for a contract award. **The ranking of the Proposal qualifications will be 50% of the proposers score with the highest score having the highest numerical ranking based on the number of proposals received. The ranking of the estimated Proposal Pricing (fee) will be 50% of the Proposers 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 Proposer with the highest score in the Qualifications will be the selected Design/Build Team.