



CITY OF CLEVELAND  
Mayor Justin M. Bibb



## Request for Proposal

---

For Professional Design-Build  
services for the

# GLENVILLE STREETS FACILITY NEW SALT DOME

---

Released July 21, 2023  
*City of Cleveland*  
601 Lakeside Avenue  
Cleveland, Ohio 44114

## Table of Contents

<b>Overview</b>	<b>3</b>
<b>Program</b>	<b>3 - 8</b>
<b>Scope of Work</b>	<b>9 - 13</b>
<b>Proposal Schedule</b>	<b>14 - 15</b>
<b>Proposal Submission Requirements</b>	<b>16 - 22</b>
<b>Other Conditions and Information</b>	<b>23 - 25</b>
<b>Proposal Selection Criteria</b>	<b>26 - 29</b>

## Exhibits

Due to file sizes, the Exhibits are not included in the emailed version of this RFP. The RFP and all Exhibits are available at the following link:

<https://tinyurl.com/44zry99n>

**Note that some of the exhibits comprise multiple pdf files.**

**Exhibit A:** Non-Competitive Bid Contract Statement, W-9 Form, and Affidavit

**Exhibit B:** Northern Ireland Fair Employment Practices Disclosure Form

**Exhibit C:** Mayor's Office of Equal Opportunity, Cleveland Area Business Code Notice to Bidders and OEO Schedules

**Exhibit D:** Subcontractor Addition and Subtraction Policy and Procedure

**Exhibit E:** Sample Professional Services Agreement and Reimbursement Policy

**Exhibit F:** RFP Mailing List

**Exhibit G:** Criteria Specifications

**Exhibit H:** Criteria Drawings

## Overview

### Introduction

The City of Cleveland (“City”), Division of Architecture and Site Development (DASD) of the Mayor’s Office of Capital Projects, on behalf of the Director of Department of Public Works (“Director”), is soliciting proposals from qualified teams interested in providing professional Design-Build services for the design and construction of a new salt dome and associated site amenities at the Glenville Streets Maintenance Facility located at 10811 Lueher Ave., Cleveland, Ohio.

The Glenville Streets Maintenance Facility comprises a services garage, various office, outdoor storage areas, and an existing salt dome which has surpassed its useful life and is to be demolished as part of the scope of this project.

It is the intent of DASD to award a single contract to a single Design-Build entity that will provide complete project delivery services, including design, engineering, permitting, demolition, construction, and close-out for a single, all-inclusive fee. The scopes of services are fully defined in the RFP.

## Program

The site is located at 10811 Leuer Avenue, Cleveland, OH 44108, and includes an existing service/maintenance garage as well as various other small open-air structures used to contain materials and load trucks. The existing conical-shaped, shingled salt dome is to be demolished and replaced with a new barrel-vault membrane covered structure. The new dome is to be loaded and unloaded with the use of a front-end loader. Existing cold-patch asphalt storage bin to be removed and three new bulk storage bins are to be provided. The written description of the criteria is as follows:

### **CIVIL/SURVEY**

Topographic Survey of existing site is included in the attached Civil Engineering drawings, and will be made available to the successful Design-Builder team:

C100 – EXISTING CONDITIONS & DEMOLITION PLAN

C200 – SITE & UTILITY PLAN

The site layout shown is for bidding purposes and reference only. The successful Design-Build team is to complete the site design for layout and orientation of new salt dome structure and any changes to adjacent areas per the final design. Repair or replacement of pavement to be included as required for demolition and construction. Provide bollards as necessary to protect new construction from vehicular traffic damage, and any other locations deemed necessary. All new site grading to be directed to existing catch basins on site and obtain all government approvals for saltwater run-off.

### **DEMOLITION**

See attached Civil Engineering drawings for location of existing salt dome and cold-patch bin to be demolished.

### **ARCHITECTURAL**

This project is governed by the Ohio Building Code under the requirements for Utility and Miscellaneous Group U. The dome structure shall consist of hot dipped galvanized steel structure with a fabric roof membrane. An approximately 75’ x 90’ structure, with minimum

10' tall walls, will be required to contain the estimated amounts of salt to be stored (5,000 tons). Acceptable Dome manufacturers Include:

Bulk Storage Buildings, Inc.  
Legacy Building Solutions  
SteelMaster Building Systems  
Clear Span  
Or approved equal.

The walls of the dome shall be masonry or reinforced concrete, of a design that will resist salt damage and corrosion.

The apron and floor of the salt dome to be of a design that will last under severe physical conditions resist salt damage and corrosion.

Example: 8" reinforced concrete (ODOT 451) with epoxy coated rebar, or other corrosive resistant reinforcing mesh. Use type I/II Portland cement and provide exterior concrete salt resistant coating.

Example: 10" non-reinforced concrete (ODOT 452). Use type I/II Portland cement and provide exterior concrete salt resistant coating.

A new 3-compartment bulk storage bin to be constructed on site to contain a minimum of 25 tons each of sand, gravel, and cold-patch asphalt.

The walls of the bulk storage bins are to be 6' high and match the construction of the salt dome walls.

Asphalt pavement inside and around the bins is acceptable.

A new area for the recycled pavement grindings is to be designated and shall provide approximately double the amount of space currently being used by the grindings. Field verify to confirm the extents of the existing grindings storage area.

Alternate Pricing

**ALTERNATE A1:** Provide concrete floor and apron for bulk storage bins. Construction to match salt dome.

**STRUCTURAL:**

The Salt Storage Structure will be a pre-engineered arched roof enclosure structure. The end for accessing road salt will be permanently open. The structure will be built from arched trusses that make up the building's walls and roof. The trusses will span the full length of the enclosure. The salt dome building manufacturer will be selected by the city and built by a separate erector. The dome structure will bolt to newly constructed concrete cantilever knee wall. The wall will transition to spread foundations that extend to local frost depth requirement.

The reinforced concrete retaining/knee walls will support the enclosure's gravity and environmental loading. In addition, they will act as a retaining wall for the stored salt contents. The wall will extend to the required height to contain the anticipated storage requirements. This wall will be constructed by a separate concrete contractor.

Loaders will access the road salt content during the building's life. The ground floor of the storage area and approach will be constructed of a concrete pavement over compacted ODOT 304 gravel over compacted approved subgrade.

The building foundations will be shallow type and extend to local frost depth. Foundations will be installed on suitable bearing soil. Old fill, rubble, and debris will be required to be removed from the building footprint. Geotechnical Engineer shall drill borings and report the condition of the in-situ soil.

Structural Design Codes and Standards:

- 2017 Ohio Building Standards Code adopted November 1, 2017
- Cleveland Building Standards
- 2015 International Building Code (IBC 2015)
- ASCE 7-10, Minimum Design Loads for Buildings and Other Structures
- ACI 318-14, Building Code Requirements for Reinforced Concrete
- AISC 360-10, Manual of Steel Construction
- AWS D1.1 2011 Structural Welding
- Salt Institute – “The Salt Storage Handbook”

Structural Design Loads:

Foundations shall be designed to support the reactions provided for our use by the Salt Storage Structure manufacturer. The design criteria is provided below.

Dead Load:

Dead Loads consist of the weight of all materials of construction of which a building is constructed. Dead loads for this project shall be computed based on actual materials of construction specified.

Dead thrust load due to the angle of the supporting frames will be transferred to the reinforced concrete wall and foundation.

Roof Live Load:

The metal buildings and other structures shall be designed for roof live loads per the requirements of IBC 2018 and in accordance with ASCE 7-10.

Roof Live Load,  $L_r = 20$  psf

Floor Live Load

Floor Live Loads are produced by the use and occupancy of the building.

Traffic = 200 psf

Salt Content = 80 pcf

Snow Load:

A ground snow load shall be utilized in the Design-Buildings and other structures based on

the requirements of OBC 2017 and in accordance with ASCE 7-10 and the Cleveland Building Requirements.

$C_e = 0.9$  Exposure Factor

$C_t = 1.2$  Temperature Factor

$I = 0.8$  Snow Importance Factor

$P_g = 30$  psf Ground Snow Load

$P_f = 30$  psf Flat Roof Snow load

#### Wind Design Data:

The building shall be designed for wind loads per the requirements of OBC 2017 and in accordance with ASCE 7-10. The wind loads shall be computed based upon the following

design data:

Basic Wind Speed,  $V = 105$  mph (Ultimate)

Topographic Factor,  $K_z = 1.0$

Occupancy Category = I

Wind Exposure = B

Internal Pressure Coefficients,  $GC_{pi} = +/-0.18$  Enclosed Buildings

Internal Pressure Coefficients,  $GC_{pi} = +/-0.55$  Partially Enclosed Buildings

Design Wind Pressure,  $p = 20$  psf

#### Seismic Load:

The building shall be designed for both horizontal and vertical earthquake induced forces required by the 2017 Ohio Building Code, the 2015 International Building Code, and ASCE

7-10. The earthquake forces shall be determined based on seismic zone, site characteristics, occupancy, and use, building configuration and structural system types and overall building height. The seismic load for this project shall be computed based upon the following code required coefficients.:

Seismic Importance Factor,  $I = 1.0$

Mapped Spectral Response Accelerations,  $SS = 0.148$  g,  $S1 = 0.049$  g

Site Class = D

Spectral Response Coefficients,  $SDS = 0.158$  g,  $SD1 = 0.079$  g

Seismic Design Category = B

Response Modification Coefficient =  $R = 4$  (Ordinary reinforced Concrete Shear Walls)

Seismic Response Coefficient,  $C_s$

Salt Contents (lateral earth pressure) Load

For the design of structural components below grade, provisions shall be made for the application of lateral pressures created from the adjacent stored road salt. Lateral loads shall be determined via information provided in the "The Salt Storage Handbook."

Lateral Load due to Loader pushing material against the wall.

#### Load Combinations:

The building and structural components shall be designed for the factored loads required by code described load combinations. The load combinations shall be as defined by ASCE 7-16 Sections 2.3, 2.4, and 12.4 as applicable.

Pre-engineered Building Vender Requirements

Load Reactions to building walls at the base of the arched enclosure structure.

Provide imbed steel for structural connections to transfer wind/seismic loads to the walls at both the roof and the second floors levels.

#### **ELECTRICAL**

This project is governed by the following codes, most current at time of plan/permit submittal:

Federal Occupational Safety and Health Act – OSHA

National Electric Code – NFPA-70

Local Codes and Standards

The Design-Build contractor shall be responsible to verify all applicable code requirements. The Design-Builder shall be responsible to design and construct the project with conformity to the applicable codes listed here and any other applicable codes. The Design-Builder shall be required to submit all necessary contract documents to the Authority Having Jurisdiction for plan review and obtain (and pay for) all required building permits and inspections.

Reference Drawing C200 Site Plan for approximate locations of service pole, new panelboard and new UG (embedded) conduit runs.

Power service feed for the existing salt dome was identified as coming from a pole across the access road to the existing salt dome. Wiring comes down the pole to a pull box and then transitions to an embedded conduit crossing under the road and coming up at and feeding power to the salt dome panelboard. Panelboard, in-turn, feeds lighting and receptacles at the salt dome and sub-feeds a 30A circuit to a de-icing pump station. Confirm power source. The new salt storage structure will maintain the same electrical power source as the existing salt dome.

High-level summary. Embedded conduit from the pole to the existing salt dome to be abandoned in place and capped at the pole and then demolished and capped at least 12" below grade at the panelboard end. Demolish existing equipment at the salt dome. Install new panelboard, lighting and receptacles at the new salt storage structure. Embedded conduit from the existing panelboard to the de-icing pump station to be abandoned in place, capped at the de-icing pump station and demolished and capped at least 12" below grade at the panelboard end. New embedded conduit to be installed from the de-icing pump station to the new panelboard.

The Following equipment at the Pole feeding power to existing salt dome panelboard will be demolished:

- i. Splice box
- ii. Wiring between splice box and panelboard.

Demolish and dispose of the Following equipment at the Salt dome:

- i. Panelboard
- ii. Receptacles
- iii. Lighting fixtures
- iv. Raceways & enclosures
- v. Cameras/sensors
- vi. Wiring between panelboard and de-icing pump station
- vii. Other electrical.

Provide/install the following equipment:

- i. Replacement Type 3R splice box on existing pole
- ii. Panelboard. 3-phase, 208/120v, 100 amp minimum, with Main breaker. Type 4X-SS enclosure.
- iii. One (1) GFCI receptacle on each side of salt storage structure entrance. Receptacle boxes to be cast aluminum Type 3R with non-metallic while-in-use cover.
- iv. Four (4) two (2) head ceiling mounted LED spot Light fixtures mounted in location protected from mobile equipment. Enclosed and Gasketed, Industrial, 4000K, non-metallic. Specify wattage to maintain average 20 foot-candles within structure. One (1) Inside Photocell controlling all lighting. One (1) fixture located on underside and

- center of truss just inside of structure entrance, one (1) at 1/4 structure length, one (1) at 1/2 structure length and one (1) at 3/4 structure length.
- v. Schedule 80 PVC exposed/embedded conduit with wiring between new splice box on existing pole and new panelboard.
  - vi. Schedule 80 PVC conduit embedded into concrete poured walls then surface mounted as required to interior fixtures and receptacles.
  - vii. Schedule 80 PVC exposed/embedded conduit with wiring from new panelboard to de-icing pump station.

#### General

- i. Use non-corrosive materials and components where possible and permitted by Code.
- ii. Provide bonding where necessary to maintain ground continuity.
- iii. Furnish all electrical materials/equipment such as switches, fuses, conduit, wire and cable, pull-boxes, and associated hardware, etc. for a complete working system.
- iv. Material/equipment shall be new and in perfect condition when installed and protected from damage until final acceptance.
- v. Wire, connect, check and test all equipment to confirm a complete, workable electrical system.

#### Alternate Pricing

**ALTERNATE E1:** Replace site lighting fixtures on approximately 9 existing site lighting poles and/or add fixtures as needed to lighting poles currently not equipped with fixtures.

**ALTERNATE E2:** Replace with same number/style of fixtures per pole with LED type.

**ALTERNATE E3:** Specify fixtures to maintain a minimum lighting level of 1 foot-candle within the lighted areas.



## Scope of Work

It is the City's intent to hire a Design-Builder team to provide the full range of services to design and construct the new salt dome, including all architectural and engineering services required for the development of a construction document package for the project as well as the full and complete construction of the salt dome.

It is the responsibility of the consultant to be fully acquainted with the existing conditions of the project site by conducting visual inspections before proposal submission. A Conceptual Master Plan and topographic/utility survey of existing conditions is included in this document.

Professional consulting services for the Project will include Stage 1, 2 and 3 project design (preliminary design, construction documents and cost estimates); construction administration and management and field observation and inspection during construction

It is anticipated that the Project requirements will most likely include the involvement, in varying degrees, by civil, geotechnical, structural, and electrical engineers. There may be a need for a hazardous materials abatement specialist for the demolition of the existing structure.

The scope of services required for the completion are generally divided into three distinct stages of work which are Stage I – Preliminary Design; Stage II – Detailed Design; and Stage III – Construction Services. The following is a brief description of the intent of each respective stage of work:

### **A. DESIGN SCOPE SPECIFICATIONS**

#### **STAGE I – PRELIMINARY DESIGN**

Not later than the date called for in the Design Schedule, Design-Builder shall prepare and submit to the Owner (Director of Public Works or his designee) a Preliminary Design for the Project.

Prior to the preparation of the Preliminary Design, the Design-Builder shall first consult in detail with the Owner (Director of Public Works and/or his designee) and carefully analyze any information furnished by the Owner concerning the specific requirements of the Project, including but not limited to, any design, construction, scheduling, budgetary or operational requirements, limitations, and objectives, as well as the Design Scope Specifications. The Mayor's Office of Capital Projects ("MoCAP") in conjunction with the Division of Park Maintenance & Properties (PMP) will coordinate the entire project and will work closely with the consultant in all phases of the development process.

The City of Cleveland will make available to the consultant any existing conditions data, record drawings or related information it has for the project site. However, it shall be the responsibility of the consultant to review the current survey information and obtain any additional property and topographic surveys and/or geotechnical inventory necessary for the full and proper execution of this work. The cost for any additional property, topographic surveys and/or soils investigations shall be borne by the Design-Builder. See attached map and site plan for limits/boundaries of Project.

Based on its study and analysis, and no later than ten (10) days after the effective date of the Contract, Design-Builder shall prepare and submit to Owner a written report detailing Design-Builder's understanding and analysis of the Project requirements and identifying any design, construction, scheduling, budgetary, operational, or other problems which may result from said requirements. The written report of Design-Builder shall also include proposed solutions, including design alternatives if appropriate, addressing each of the identified problems. Design-Builder shall review such report with Owner and shall implement such changes as Owner may require.

The Design-Build Team shall confirm the existing baseline survey to which the project stationing and all geometrics will be referenced. The Design-Build Team shall locate critical elevations and establish a reference benchmark circuit for all construction. The Design-Build Team shall locate critical existing utilities and pertinent property corners from the baseline survey. The Design-Build Team shall perform all research and procure all information necessary to establish existing right-of-way, property, and existing easement lines. Also, the Design-Build Team shall field locate and identify topographic details, provide services needed to fully describe and detail the design drawings, and perform spot survey checks to verify the accuracy of the topographic mapping. All elevations and horizontal coordinates are to be referenced to State Plane.

The Design-Build Team will be expected to locate existing utilities by obtaining drawings from utility companies, field verifying all information, and as much as possible, having utility locations out marked by the utility companies.

The Design-Build Team shall utilize a geotechnical professional, as needed, either internally or through the services of a subconsultant/subcontractor who specializes in geotechnical consulting to supplement and confirm preliminary geotechnical reports for all project sub surface information that the Design-Build Team has recommended needing such investigation. This geotechnical professional shall assist the Design-Build Team in determining the parameters of a soil boring program that is specific for each of the project areas, including prescribing the necessary tests, the number of soil borings to be taken, and evaluating the resulting data. A geotechnical baseline report is included as an attachment to this Request for Proposal. The geotechnical data report contains boring logs and laboratory analysis results. The geotechnical baseline report contains the evaluation of the subsurface materials discovered and the conditions, which the Design-Build Team can expect to encounter. The geotechnical baseline report shall serve as the baseline for differentiation between expected subsurface conditions and differing site conditions. In addition, the geotechnical baseline report shall supplement discussion of appropriate construction techniques and support requirements necessary to properly construct this project.

The Preliminary Design shall address all requirements of the Project and shall include, without limitation the following:

1. Preliminary drawings which illustrate each of the basic components of the Project including the size, scale, location, dimensions and character of the field and required appurtenances.
2. A written description of the materials and equipment to be incorporated into the Project and the location of same.
3. A detailed cost estimate to confirm the project budget.

4. Any other documents or items required to illustrate, describe or depict the Preliminary Design and the conformity of same with the requirements of the Design Scope Specification.

The Design-Build Team shall prepare legal descriptions, calculations and plats for all necessary permits and permanent and temporary easements, which will be needed during construction of the projects. Any major technical efforts in support of the acquisition or negotiation of permits and easements shall be documented by the Design-Build Team.

The Design-Build Team shall take the lead in obtaining and coordinating the information required by the various agencies and entities from which permits and/or approvals are needed for the project. The Design-Build Team shall also take the lead in applying for, negotiating, and acquiring the necessary permits and approvals.

Design-Builder shall review the Preliminary Design with the Director and shall incorporate any changes ordered by the Director regarding the Preliminary Design or the requirements of the Project.

The consultant shall attend all project meetings with various City departments/divisions and/or public meetings as required and shall represent the Department in presenting design proposals to the Cleveland Design Review Committee, the City Planning Commission and any other State of Ohio or municipal agencies necessary to achieve final plan review and approval.

After all review and approval requirements of the Project have been met and incorporation of any changes ordered by the Director, the Director shall authorize Design-Builder in writing to commence preparing the Detailed Design, or such part thereof as directed by the Director.

## STAGE II – DETAILED DESIGN

Not later than the date called for in the Design Schedule, after the Director has authorized Design-Builder to commence with the Detailed Design as provided in Stage I above, Design-Builder shall prepare and submit to the Director the complete Detailed Design.

The Detailed Design shall include all Design Documents which shall describe with specificity all elements, details, components materials, and other information necessary for the complete construction of the Project and the rendering of the Project fully operational for its intended purposes, including satisfaction of all testing, permitting, qualifications, certifications, validations and obtaining regulatory approvals by all applicable regulatory authorities required to render the Project and all its components operational and functionally usable for their intended purpose.

All drawings and contract documents, including schedule of items and detail specifications, are to be comprehensive and concise in nature and in accordance with all professional practice standards in order to completely and accurately describe the design intent and construction/installation methods of the entire project development.

The Owner shall review and approve, where appropriate, the Detailed Design documents, or any portion thereof.

### STAGE III – CONSTRUCTION SERVICES

Design-Builder shall perform all Work necessary to construct the Project in accordance with this Contract, and to render the Project and all its components operational and functionally and legally usable for their intended purpose.

The term “Construction Work” shall mean whatever is done by or required of Design-Builder to perform and complete its duties relating to the construction of the Project under the Contract, including, without limitation, the following:

1. Construction of the whole and all parts of the Project in full and strict conformity with this Contract.
2. The procurement and furnishing of all necessary building permits and other permits required for the construction of the Project.
3. The furnishing of any required surety bonds and insurance as required by the Contract.
4. The provision and furnishing, and prompt payment therefor, of all labor, supervision, services, materials, supplies, equipment, tools, transportation, storage, and all other utilities and things required for the construction of the Project.
5. The creation and submission to Owner of detailed as-built drawings depicting all as-built construction upon completion of the construction.
6. The furnishing of all equipment and product warranties, manuals, test results and user guides required by the Contract or otherwise reasonably available to Design-Builder.
7. The furnishing of all other services and things required or reasonably inferable from the Contract Documents.

Field observation and inspection services during construction shall include a minimum of three or four site visitations per week during intense and/or critical construction activity periods, along with participation in weekly job meetings. The Design-Builder shall be responsible for providing written minutes of all meetings.

### **B. DESIGN SCHEDULE**

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 Design Schedule shall be in Gantt Chart format indicating the Critical Path and shall include at a minimum information as follows:

STAGE I – PRELIMINARY DESIGN  
Design Milestones and Owner Reviews & Approvals  
Major Component Selections

Proposed Pre-Purchase Items

STAGE II – DETAILED DESIGN

Design Milestones and Owner Reviews & Approvals  
Planning and Permit Submissions  
Buyout Schedule

STAGE III – CONSTRUCTION SERVICES

Mobilization and Commencement of Construction  
All Major Construction Milestones  
Substantial Completion  
Final Acceptance  
Final Completion (End of Warranty Period)

## Proposal Schedule

### Pre-Proposal Conference

A non-mandatory Pre-Proposal Conference will be held in Room 517a, Cleveland City Hall, on **Friday, August 4, 2023 at 11:00AM Local Time**. Link to the meeting is as follows:

<https://tinyurl.com/5x2npg6a>

### Site Visit

A non-mandatory Pre-Proposal Site Visit will be held on **Friday August 4, 2023, at 1:00PM Local Time**. This will be the **only** opportunity to visit the site during the pre-proposal period.

### Questions

The deadline for any and all questions, including if this RFP should contain any discrepancies or commissions, or if the intended meaning of any part of this RFP is unclear or in doubt, shall be **Wednesday, August 9, 2023 at 12:00PM Noon Local Time**. Questions should be directed/addressed via e-mail **both** to the following:

Mr. Carter Edman  
cedman@clevelandohio.gov

and

Mr. Michael Stahl  
mstahl@clevelandohio.gov

Email subject line shall be:  
GLENVILLE SALT DOME RFI

### Deadline

Proposals must be received no later than **Friday, August 18, 2023 at 12:00PM Noon Local Time**. No proposals will be accepted after that time unless the City has extended the deadline by a written addendum. The City reserves the right to refuse any submission not delivered by the deadline.

PROPOSALS OR UNSOLICITED AMENDMENTS TO PROPOSALS  
ARRIVING AFTER THE CLOSING WILL NOT BE ACCEPTED

All proposals shall be submitted electronically via email **both** to the following:

Mr. Carter Edman  
cedman@clevelandohio.gov

and

Mr. Michael Stahl  
mstahl@clevelandohio.gov

Email subject line shall be:  
GLENVILLE SALT DOME PROPOSAL

Proposal documents shall in in pdf format. Proposal documents may be sent as attachments or via embedded link in the email, depending on file size. If sending a link, provide any necessary downloading instructions.

Submit Services Proposal and Fee Proposal as described in the "Proposal Submission Requirements" section of this RFP. Fee Proposals shall be a separate pdf file from the Services Proposal. File names must clearly identify the firm's name and which file is the Services Proposal and which is the Fee Proposal.

## Proposal Submission Requirements

### Components

Each Consultant that wishes to be considered for selection to perform the Scope of Services described in this RFP shall electronically submit to MOCAP two separate, non-editable pdf files, one labelled Services Proposal, and one labelled Fee Proposal.

#### 1. Services Proposal:

- A. Cover Letter (One page):** Clearly indicate contact information, including phone and e-mail, for project primary contact individual.
- B. Organization of the Design-Build Team (One page):** Include a description of the Design-Builder including information regarding its primary business, its background and history, its organizational structure, QA/QC program, and the number of employees. This section should contain any additional information about the proposer that the proposer feels will assist in understanding the qualifications of the design-build team. It is highly desirable that there be a local component to the Design-Builder Team to facilitate response time to matters that require on-site reviews. Please highlight diversity of your team, if any.
- C. Project Team (One Page):** Include a list of all Project Team members including consultants, sub-consultants and subcontractors and their roles on the Project as assigned by the Design/Builder. The resume of each Project Team Member shall be attached to the RFP, (limit of 2 pages each). The RFP shall also identify the person from each Project Team member who will be the primary contact with the Project/Builder and any alternate personnel to be assigned to the engagement.
- D. Project Team Qualifications (Up to 2 Pages Each):** Include a list of all key employees to be assigned or employed on the Project by the Design/Builder. The resume of each such person shall be attached to the RFP. The RFP shall also identify the person who will be the primary day-to-day contact with Project Manager and any alternate personnel to be assigned to the engagement. The Project Manager requests that only resumes of key employees be included in the RFP and significant effort should focus on highlighting the key employees and their relevant qualifications and past experiences that will most likely be comparable to work as detailed in this RFP. Client references shall be included.
- E. Project Approach:** The Proposer shall include a description of how they plan to achieve the goals of this project, with specific descriptions of information gathering, evaluation, prioritization design, and documentation, and of their management, technical, QA/QC approach, procurement, construction management, and cost and schedule management, taking into account the unique project goals and constraints. Include a specific and complete list of proposed deliverables.
- F. Relevant Project Experience (One Page Each):** Project sheets for completed relevant projects demonstrating ability to successfully lead and execute the type of work required for this project.



- G. Diverse Subcontractor Utilization:** Provide a list of recent projects (within 5 years) in which you utilized diverse subcontractors (mbe, fbe, and csb), including the level of percentage participation. Please highlight projects where subcontractor utilization goals were **not** required by the owner and/or contracting entity.
- H. Capacity to Perform Work (One Page):** Provide a description of the Design/Builder's capacity to perform work requested by Director by describing the Design/Builder's current workload and the availability of the staff to meet required schedules for Director. Please describe the methods utilized to track work progress, budgets, and deadlines. Please describe any support personnel or equipment the Design/Builder plans to use to assist in performing work as requested, on schedule, and within budget.
- I. Special Commendations (Optional):** The Proposer may provide any other pertinent data, information and other extraordinary circumstances which will clearly demonstrate their unique ability to provide the required Professional Services in a manner not detailed previously within this RFP.
- J. Licensure and Other Documentation:** Design/Builder shall provide professional licenses held any and all members of the Project Team including design/engineering firms, certificates of current professional liability insurance and any associations of which they hold membership.
- K. Proposed Project Schedule:** Provide a conceptual Project Schedule indicating a proposed timeline for the performances of all design and construction services as detailed in the "Scope of Services" section of this RFP. The Proposer must be prepared to commence work immediately after the execution and certification of the Design-Build Contract.
- L. Non-Competitive Bid Statement:** Non-Competitive Bid Contract Statement for Calendar Year 2023 is enclosed as Exhibit A for use with contracts to be awarded in 2023. All Proposers submitting proposals for contracts awarded on or after January 1, 2023 must submit a notarized 2023 affidavit. If award of contract extends into 2024, then an updated form shall be required. Submit the 2023 Statement as part of the fee proposal.
- M. Northern Ireland Fair Employment Practices Disclosure:** Interested Proposers shall complete and submit the Northern Ireland Fair Employment Practices Disclosure form as part of their proposal.
- N. Affidavit:** Corporate identification affidavit is included in Exhibit A and is to be completed by the proposer and notarized.
- O. Certificate of Insurance:** Submit a Certificate of Insurance form indicating limits of professional services (errors and omissions) and general liability coverage as a separate attachment to their Proposal, and shall at all times during the term of the contract resulting from this RFP, maintain the following insurance coverage:
- a. The insurance company or companies providing the required insurance shall be authorized by the Ohio Department of Insurance to do business in

Ohio and rated "A" or above by A. M. Best Company or equivalent. The Successful Proposer, 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.

- b. Professional liability insurance with limits of not less than \$200,000.00 for each occurrence and subject to a deductible for each occurrence of not more than \$25,000.00 per occurrence and in the aggregate, and if not written on an occurrence basis, shall be maintained for not less than two (2) years after satisfactory completion and written acceptance of the services under the contract.
- c. Workers' compensation and employer's general liability insurance as provided under the laws of the State of Ohio.
- d. Statutory unemployment insurance protection for all of its employees.
- e. Such other insurance coverage(s) as the City may reasonably require.
- f. Certificate of Authorization or Certificate of Exemption: Submit a current "Certificate of Authorization" or a "Certificate of Exemption" to practice as a Professional in the State of Ohio issued by the State of Ohio, for each specified discipline: Architecture, Structural Engineering, Electrical Engineering, Mechanical Engineering, Civil Engineering and Landscape Architecture. Submit any other certifications, licenses, etc. to confirm professional competency in related services noted.

2. **Design-Build Fee Proposal:** The Design-Build Fee Proposal shall be submitted as a separate pdf file in 8 1/2" x 11" format. Note that OEO schedules, which contain Design-Build Fee information, should be part of the Design-Build Fee Proposal and NOT part of the Design-Build Services Proposal. Content for this part of the Proposal Submission shall be organized as follows:

A. **Compensation:** The proposal shall indicate the proposed fee for each Component of service as defined previously, shall include an appropriate amount for reimbursable expenses in each Component, and shall indicate a total Lump Sum Fee broken down by Component as follows:

**Design Services:**

- A. Stage I Design Services Fee: \_\_\_\_\_
- B. Stage II Design Services Fee: \_\_\_\_\_
- C. Stage III Design Services Fee (CA): \_\_\_\_\_
- D. Reimbursables: \_\_\_\_\_
- E. Base Services Fee: (A+B+C+D): \_\_\_\_\_
- F. Design Contingency: (10% of E): \_\_\_\_\_
- G. **Total Design Services Fee (E+F):** \_\_\_\_\_

**Construction Services:**

- A. Preconstruction Services: \_\_\_\_\_

B. Allowance 1: Project Sign:	<u>\$875.00</u>
C. Allowance 2: Testing	<u>\$5,000.00</u>
D. Allowance 3: Hazardous Materials	<u>\$20,000.00</u>
E. Base Construction Fee: (A+B+C+D):	_____
F. Construction Contingency: (10% of E):	_____
G. <b>Total Construction Services Fee (E+F):</b>	_____

**GRAND TOTAL PROPOSED FEE:** \_\_\_\_\_

**Alternates (Include 10% contingency in each alternate):**

- A. Alternate A1: \_\_\_\_\_
- B. Alternate E1: \_\_\_\_\_
- C. Alternate E2: \_\_\_\_\_
- D. Alternate E3: \_\_\_\_\_

a. **Contingency:** The Design and Construction Contingencies is eligible for use in performing Professional Services and Construction Services, respectively, necessary to complete the project as contemplated in this RFP but are unforeseen at the time of issuance of this RFP. Any change in Services to be paid from a Contingency shall be preceded by a Clarification, an itemized scope and fee breakdown provided by the Proposer, and a written determination by the Director's designee, and approved by the Director, that the change qualifies for payment at rates specified in this RFP or at prevailing wage, as appropriate, and does not exceed the available Contingency amount. *The Proposer's cost for overhead, profit, and other expenses contemplated for assessment against the Contingency are to be included in the proposed fee and not in the Contingency.*

b. **Reimbursable Expenses:** Reimbursable expenses shall be accounted for and reimbursed according to the City of Cleveland Professional Services Contracts Reimbursable Policy included in Exhibit E of this RFP. The Proposer shall identify all items along with estimated costs for any reimbursable expenses required to complete for each Component of the project. This shall include, but is not limited to: deliveries, postage, printing, reproduction, geotechnical services, surveys, testing, fees, plan review fees, permits, special inspection fees and any other approved expenses usually associated with this type of project. Reimbursable expenses, including subconsultant/subcontractor fees, shall be billed at cost invoiced, without any mark-up. Costs for mileage, travel, parking, tolls, lodging, meals and dues/membership fees to professional societies/organizations are NOT eligible for reimbursement and will not be considered. No qualification of the financial offer will be accepted. Reimbursable Expense Allowance amounts not expended in a previous Component may only be carried over to subsequent Components after written approval.

- B. Professional Services Fee Proposal:** The Fee Proposal shall indicate the makeup of your proposed fee including hourly rates, direct costs, overhead, profit, and indirect expenses based upon the total estimated hours to be spent to provide the services.

Although Proposers' proposed fees are not the deciding factor in the selection of the Proposer, it will be evaluated with other criteria herein and submitted with the proposal.

- C. Equal Opportunity Documentation:** Enclosed is the Mayor's Office of Equal Opportunity Cleveland Area Business Code Notice to Bidders & Schedules – Exhibit C.

The Proposer must complete and sign each of the Schedules 1 through 4 as per the instructions for the Design Services portion of the contract only. Determination of a Good Faith Effort will be based on the Design Services fees only.

The successful Proposal will be required to submit Schedules 1 through 4 for the Construction Services portion of the contract prior to completion of Design Services and commencement of Construction Services.

**The subcontracting goals for this design-build project are:**

**Design Services:  
10% Certified CSB**

**Construction Services:  
15% Certified MBE  
7% Certified FBE  
8% Certified CSB**

The Cleveland Area Business Code, Chapter 187 of the Codified Ordinances Cleveland, Ohio, 1976, is incorporated in and made part of the RFP, and any resulting contract by this reference, as fully as if attached. Refer to Exhibits. This document is also available at [ClevelandOhio.gov/oeo](http://ClevelandOhio.gov/oeo).

- a. Requirements:** During performance of this Agreement, Contractor shall comply with all applicable requirements of the Cleveland Area Business Code, Chapter 187 of the Codified Ordinances of Cleveland, Ohio, 1976 ("C.O."), and any Regulations promulgated under the Code. Specifically, compliance under any resulting agreement shall include, but not be limited to, the Contractor's:
- i.** Compliance with its proposal representations regarding CSB, MBE, and/or FBE participation in performance of the Agreement;

- ii. Compliance and cooperation with Project Monitors, whether from the Mayor's Office of Equal Opportunity (the "OEO") or the contracting department;
- iii. Accurate, complete, and on-time submission of all reports, forms, and documents including, but not limited to, employment reports, certified payrolls, monitoring forms, and other information the Director of the OEO may require, whether in printed or electronic form, to ascertain and verify Contractor's compliance; and
- iv. Attendance at and participation in all required project meetings, including OEO compliance meetings, and progress meetings called by the contracting department's director(s) at key intervals during performance of the contract services.

**b. Compliance Requirements:**

- i. Under the Cleveland Area Business Code, the City of Cleveland is firmly committed to assisting Minority Business Enterprises (MBEs), Female Business Enterprises (FBEs), and Cleveland – area Small Businesses (CSBs) by providing and enhancing economic opportunities to participate in City contracts. The successful Proposer for a contract will be a firm that shares that commitment. Accordingly, a Proposer is strongly encouraged to utilize the services of qualified MBE/FBE/CSB subconsultants/subcontractors that are certified by the Mayor's Office of Equal Opportunity (the "OEO") in its proposal.
- ii. Proposers are required to make a good-faith effort to subcontract portions of the work to certified Minority Business Enterprise ("MBE"), Female Business Enterprise ("FBE"), and Cleveland – area Small Businesses (CSB) firms, consistent with the subcontracting goal(s) applicable to this RFP.
- iii. To document its good-faith effort to utilize certified MBE, FBE and CSB subconsultants/subcontractors, each proposer must complete Schedules 1 through 4 found in the Cleveland Area Business Code – Notice to Bidders and Schedules. These schedules identify the Proposer's proposed use of MBE, FBE and CSB subconsultants/subcontractors on the project, which evidences the proposer's good-faith effort to obtain the participation of certified subconsultants/subcontractors. The Proposer shall submit the completed forms with its proposal and they will be forwarded to the City's Office of Equal Opportunity for evaluation. Failure to submit complete schedules may result in the rejection of a proposal. Proposers who do not make a good faith effort to meet the participation goal mentioned previously will not be considered "responsive."
- iv. Proposers may obtain a listing of firms certified by the OEO as CSBs, MBEs and FBEs by checking the City's website at

ClevelandOhio.Gov/oeo. On the Office of Equal Opportunity page, you will find a selection in the right-hand column for “B2Gnow Certification Registry.”

- v. Proposers are responsible for obtaining the most current list and for contacting potential CSB/MBE/FBE subconsultants/subcontractors. The City assumes no responsibility for matching prime consultants with qualified, certified MBE, FBE, and/or CSB subconsultants/subcontractors.
- vi. The City Office of Equal Opportunity will monitor participation of MBE, FBE, and/or CSB subconsultants/subcontractors throughout the duration of the engagement or project. The successful proposer, as contractor, will be responsible for providing the OEO with all information necessary to facilitate this monitoring.

**c. Failure to Comply:**

- i. When determining the Contractor’s future eligibility for a City contract, the City shall consider a Contractor’s failure to comply with the representations of its proposal and the requirements under the Code as a failure to faithfully perform a contract.

**Organization of Proposal**

The Proposer should carefully read all instructions and requirements and furnish all information requested. If a Proposal does not comply with all terms, conditions, and requirements for submittal, the City may consider it unacceptable and may reject it without further consideration.

Marketing documents, such as brochures, advertisements, etc. shall not be permitted.

**The City’s Right and Requirements**

The Director, at his/her sole discretion, may require any Proposer to augment or supplement its proposal or to meet with the City’s designated representatives for interview or presentation to further describe the Proposer’s qualifications and capabilities. The requested information, interview, meeting, or presentation shall be submitted or conducted, as appropriate, at a time and place the Director specifies.

Furthermore, 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 interests of the City.

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 interests.

**Proposal as a Public Record**

Under the laws of the State of Ohio, all parts of a proposal, other than trade secret or proprietary information and the fee proposal may be considered a public record which, if properly requested, the City must make available to the requester for inspection and copying. Therefore, to protect

trade secret or proprietary information, the Proposer should clearly mark each page - but only that page - of its proposal that contains that information. The City will notify the proposer if such information in its proposal is requested, but cannot, however, guarantee the confidentiality of any proprietary or otherwise sensitive information in or with the proposal. Blanket marking of the entire proposal as “proprietary” or “trade secret” will not protect an entire proposal and is not acceptable.

## **Other Conditions and Information**

### **Formats for Deliverables**

All deliverables for all Components shall be submitted in native software formats (e.g.: “~.pdf” AND “~.dwg” AutoCAD® for Drawing files; “~.pdf” AND Microsoft Project® for Project Schedules; “~.pdf” AND “~.xls” for cost estimates) via electronic download at the end of each Component as Record Deliverables. Files may be compressed in a “~.zip” file format.

### **Meeting Minutes**

The Design-Builder shall record and issue meeting minutes for all meetings, conferences, and conference calls attended by the Consultant to all attendees.

### **Professional Services Payments**

Payments for Professional Services shall be made in accordance with the Consultant’s Proposed Fee. Consultant shall be responsible for management of the Professional Services Fee as follows:

1. Requests for Payment, to include (provide sample for City approval):
  - A. Fee Breakdown by Component per Proposal.
  - B. Percent Complete, Amount Earned, Previous Fee Billing, and Current Billing by Component.
  - C. Reimbursable Expenses by Component, broken down by Current, Prior, and Billed-to-Date.
  - D. Staff logs/hours expended and reimbursable receipts for each Request for Payment.
2. Requests for Payment shall be submitted on a monthly basis not to exceed the amounts stipulated in the Fee, including reimbursable expenses, for each Component.
3. Payments may not exceed 90% of each Component until the Component is satisfactorily completed and accepted by the City.
4. Final payment will be made only when all record and project close-out documents have been accepted by the City as complete.
5. Any portions of Fees or Reimbursable Allowances not utilized for any Component may only be utilized in later Components with prior written authorization by the City.

### **Composition of Consultant Team**

While it is the responsibility of the proposers to determine the composition of their consultant team, it is anticipated that the consultant team may include:

- Architecture
- Structural Engineering
- Electrical Engineering
- Mechanical Engineering (Ventilation, Plumbing)
- Civil Engineering
- Geotechnical Engineering



- Landscape Architecture
- Environmental Engineering for Sites and Structures

It is the Capital Repair Engineer's responsibility to determine the subconsultants/subcontractors required to complete this Audit.

### **Standard of Care**

The standard of care of the services provided by the Consultant shall meet or exceed that level commonly expected of professional architects and engineers that are licensed to practice in the State of Ohio. The Consultant shall assume the role of "Architect-of-Record" and "Engineer-of-Record" for all work performed under the contract and be licensed in the State of Ohio. All documents for the work performed under the contract shall bear a current, active professional seal recognized by and as required the State of Ohio.

The Consultant shall attend and participate in project meetings with various City departments/divisions and/or public meetings as required during all Stages.

Upon request, the Consultant shall make field observations and conduct investigations, as required, to evaluate existing conditions during all Stages.

Upon request, the Consultant, through the services of a subconsultant/subcontractor, shall provide environmental assessment services to determine the extent and impact of the presence of hazardous materials within a project area. Individuals performing these services must be fully licensed to perform the services needed and shall work with the Consultant and the Division to prepare scopes of work and cost estimates for remediation work.

### **Proposal Acceptance**

The City reserves the right to accept proposals, in whole or in part, to reject any or all proposals or portions thereof, to waive irregularities, informalities, and technicalities, to re-issue or to proceed to obtain the services(s) desired otherwise, and to negotiate separately, as necessary, to serve the best interest of the City of Cleveland. The Director may, at his sole discretion, modify or amend any provision of this notice, or the RFP. Firms whose proposals are not accepted will be notified in writing. The Director of the Department of Public Works, or his designee, will make notification of the award. For this Request for Proposal, the proposal must remain valid for 180 days after submission.

### **Costs Incurred**

The City is not liable for any costs incurred by any responding firms before execution of a contract and issuance of written Notice to Proceed.

### **Economy of Preparation**

Proposals should be prepared simply and economically in 8-1/2" x 11" vertical format, providing straightforward, concise descriptions and information. Company brochures and marketing materials will not be accepted.

### **Agreement**

The successful Consultant Team shall be required to execute an agreement substantially in the form of the Sample Professional Services Agreement attached as Exhibit E as amended to incorporate the full range of services described in this RFP. Where a conflict arises between the terms and conditions of the RFP and the Consultant Proposal then the terms and conditions of the RFP shall prevail, unless specifically addressed in the Professional Services Contract.

**Mailing List and Notifications**

Exhibit F – Mailing List is NOT exclusive. Qualified firms not on the list are encouraged to submit proposals for consideration and/or participate as team members. To assure that all modifications, notices and addenda are received, all interested firms that are included and not included on the list are required to notify Mr. Carter Edman, AIA, Manager, Division of Architecture and Site Development, in writing (via e-mail to [cedman@clevelandohio.gov](mailto:cedman@clevelandohio.gov)) of their interest in the project. Said modifications, notices and addenda will be issued to those firms that have made their interest known. Firms that fail to confirm their interest risk not receiving important information regarding the project. The City will require the selected Consultant Team to abide by this RFP and any subsequent modifications, notices and addenda.

## **Proposal Selection Criteria**

### **Quality of Proposal (10 points)**

Quality of Proposal includes Organization of the Firm, Specific Approach to this Project, Ability to Perform the Scope of Services, Capacity to Perform Work, including consideration for current City project workload, and Special Commendations as defined in the “Proposal Submission Requirements” section of this RFP.

### **Credentials of Key Personnel (15 points)**

Credentials of Key Personnel includes Qualifications of the Project Team and Project Team as defined in the “Proposal Submission Requirements” section of this RFP, particularly the project manager who will be the lead person on this project, and their prior experience and demonstrated ability to perform the scope of work.

### **Demonstrated Ability (15 points)**

History of successful relevant projects of a similar scope, scale, and type, delivered on time, on budget, with the specified quality.

### **Proposed Schedule (15 points)**

Proposed Schedule to complete the work and demonstrated ability to meet proposed schedules and budgets.

### **Compensation / Fee (25 points)**

This item will be reviewed after the evaluations of qualifications have been completed.

### **OEO Compliance (20 points)**

In Accordance with the City’s goal of increasing the level of certified Cleveland Small Business, Minority Business Enterprise, and Female Business Enterprise participation in City contracts, the Consultant shall strive to meet the following subconsultant/subcontractor participation goals:

For the Design (professional architecture, engineering, and preconstruction services) portion of the contract:

- 10% certified CSB
- Note that firms which are CSB/MBE or CSB/FBE are eligible for CSB participation and are encouraged.

For the Construction portion of the contract:

- 15% certified MBE
- 7% certified FBE
- 8% certified CSB

Participation percentage is measure as the subcontractors’ contract value as a percentage of the total base bid contract value. Note that suppliers (i.e. subcontractors providing material only, not labor) are evaluated, for OEO participation purposes at 60% of the supplier’s contract value.

**IMPORTANT NOTE:** Submissions evaluated as “non-responsive” and/or “not making a good faith effort” will be eliminated from further consideration.

#### **1. CSB, MBE, or FBE Proposals for Professional Services Contracts:**

**A. Definitions:** Unless defined in this paragraph or elsewhere in this solicitation of proposals, the following terms shall have the meaning(s) given them in the Cleveland Area Business Code, Chapter 187 of the Codified Ordinances of Cleveland, Ohio, 1976.

- a. "City of Cleveland Small Business" or "CCSB."
- b. "Cleveland Area Small Business" or "CSB."
- c. "Cleveland Area Business Code" or "CAB Code."
- d. "Female Business Enterprise" or "FBE."
- e. "Minority Business Enterprise" or "MBE."
- f. "Office of Equal Opportunity" or "OEO."
- g. "Proposal" means an offer to contract with the City in response to this solicitation of proposals (whether called a "Request for Proposals," "Request for Quotes," or otherwise) for a personal ("professional") services Contract.
- h. "Proposer" means a Person submitting a Proposal to the City.
- i. "Regional Cleveland Area Small Business" or "RCSB."

**B. Evaluation Credit:** For the purpose of comparing competing Proposals only, the City's contracting department may apply an Evaluation Credit of five percent (5%) of the total points awarded for a Proposal received from a CSB, MBE, or FBE. The contracting department shall apply evaluation credit according to the following criteria:

- a. Where the City has evidence demonstrating past or present discrimination as to participation of MBEs or FBEs in specific types and categories of contracts, a contracting department may apply evaluation credit to a Proposal when the Proposer is a type of MBE or FBE, and proposing to participate in a type and category of contract, for which discrimination has been demonstrated. If a contracting department applies evaluation credit to one or more proposals from a MBE or FBE for a contract, it may not apply evaluation credit to any proposal from a CSB under review for award of that contract.
- b. If the City has no discrimination evidence described in paragraph 1 above permitting it to apply evaluation credit, a contracting department may apply evaluation credit to the proposal of any CSB(s) where the CSB has its principal office physically located within Cleveland's municipal boundaries (a "CCSB"). If it does, no other proposer shall receive such evaluation credit.

- c. If the City has no discrimination evidence described in paragraph 1 above permitting it to apply evaluation credit and no proposal from a CCSB, a contracting department may apply evaluation credit to the proposal of a CSB having its principal office physically located outside Cleveland's municipal boundaries but within Cuyahoga County's boundaries (a "RCSB").

**C. Procedure:** The contracting department may use the total points awarded for a proposal after applying evaluation credit to compare competing proposals to determine which proposal to recommend for a contract award. The City may use the evaluation of a proposal determined after applying evaluation credit to approve that proposal for a contract award. The application of evaluation credits shall not alter the contract amount of a proposal submitted by a proposer, or of the contract executed based on the proposal.

- 2. Proposer's Good-Faith Effort:** Each proposer shall make and document its good-faith efforts to meet any CSB, MBE, and FBE goal that applies to the contract for which it is submitting a proposal. The City may consider a proposer's good-faith efforts to meet or exceed CSB, MBE, and/or FBE subcontractor participation goals set by the Director of the Office of Equal Opportunity for the contract in recommending and approving a proposal for contract award.

"Good-faith effort" as used in this solicitation and any resulting contract shall mean and include, without limitation, the proposer's:

- A. Active efforts to obtain participation in the contract from CSBs, MBEs, and/or FBEs equal to or exceeding the specific goal(s) set for the contract;
- B. Completion and submission in association with its proposal, as required, all reports, forms, and documents, including, but not limited to, employment reports, certified payrolls, and other information that the Director of the OEO may need to ascertain and verify the specific practical steps the proposer has taken or is taking to meet or exceed the CSB, MBE, and FBE goal(s) for the contract, and the proposer's equal employment practices; and
- C. Attendance at and participation in all required pre-contract award meetings.
- D. The Director of the OEO may determine a proposer's good-faith efforts regarding proposed CSB, MBE, and FBE participation in the contract and its employment practices, as provided under the Cleveland Area Business Code, from the proposer's documentation and actions, information obtained from other sources, and monitoring by the OEO, as applicable.

- 3. Incorporation of Cleveland Area Business Code; OEO Notice to Bidders & Schedules:** The Cleveland Area Business Code, Chapter 187 of the Codified Ordinances Cleveland, Ohio, 1976, and the OEO Notice to Bidders & Schedules are incorporated in and made part of this solicitation and any resulting contract by this reference, as fully as if attached.

**Interviews**

Based on preliminary scoring of point-based items described above the City may create a short list of Consultant(s) and conduct interviews as warranted. Further instruction will be provided to the short listed Consultant(s) when notified of the forthcoming interview.