



Request for Qualifications

**Cleveland Hopkins International Airport
Wildlife Fence Replacement Design and Construction
Management /Administration Services**

Issued: April 9, 2024

**City of Cleveland, Department of Port Control
Cleveland Hopkins International Airport
5300 Riverside Drive
P.O. Box 81009
Cleveland, Ohio 44181-0009
Phone: 216-265-2693**

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ATTACHMENTS:

Request for Taxpayer Identification Number
Affidavit
Non-Competitive Bid Contract Statement for Calendar Year 2024

EXHIBITS:

Exhibit "A" Federal Aviation Administration Contract Provisions
Exhibit "B" Voluntary Disclosure Form

INTRODUCTION

The City of Cleveland ("City"), owner and operator of Cleveland Hopkins International Airport ("CLE") and Burke Lakefront Airport ("BKL") (collectively, "Airports") through its Director of the Department of Port Control ("Director"), invites written Statements of Qualifications ("Statements") from professional firms that have requisite, demonstrable competence and experience in, and a thorough knowledge of, engineering services to provide preliminary design, project design bidding and negotiation and construction management, inspection, administration and project closeout services for the Wildlife Fence Replacement project ("Project") at CLE. Qualified firms either singly or in joint venture or other legal arrangements (collectively, the "Firm" or "Consultant") must have the requisite, demonstrated competence and experience in, and a thorough knowledge of, the required engineering services. These services must follow Federal Aviation Administration (FAA) criteria, including but not limited to those identified in FAA Advisory Circular (AC) AC 150/5100-14E Change 1, FAA AC 150-5370-10H, and any other appropriate FAA Advisory Circulars or design standards. Due to the nature of the project and the grant cycles, the work may be accomplished during the course of multiple FAA grants.

A pre-qualification meeting will be held, on **Thursday, April 25, 2024, at 10 a.m., local time, via WebEx Meeting. To call into the meeting call 1-415-655-0002 and the access code is 2633 823 1364.** At that time, interested parties may ask questions pertaining to this Request for Qualifications ("RFQ"). Those planning to attend the pre-qualification conference must register by **Tuesday, April 23, 2024**, by e-mail to smuia@clevelandairport.com. When registering it will be necessary to provide the names of all attendees. It is also advantageous to provide e-mail addresses for all attendees, although it is not required. Consultants are encouraged to attend the conference although attendance is not mandatory.

Each Consultant shall submit seven (7) complete Statements, consisting of one (1) unbound original, five (5) identical bound copies and one (1) digital copy in either Microsoft Word (.doc/.docx) or Adobe Acrobat (.pdf) format **or** Firms may elect to submit their Statement electronically. Please send the electronic Statement submission to airportprocurement@clevelandairport.com.

All complete Statements, no matter the submission format, must be received no later than **4:00 p.m. local time on Wednesday, May 15, 2024**. No Statements shall be accepted after that time unless such date or time is extended pursuant to a written addendum issued by the City.

Sealed Statements may be mailed to the address below and must be identified on the outside of the envelope(s) as: Statement of Qualifications – Wildlife Fence Replacement Design and Construction Management/Administration Services

Cleveland Airport System
Department of Port Control
Administrative Offices
5300 Riverside Drive
P. O. Box 81009
Cleveland, Ohio 44181-0009

Attention: Sharri Muia, Contracts & Procurement Manager

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

The Department of Port Control ("Department") has instituted a program whereby interested parties may receive notification to this RFQ through the City of Cleveland's website, the Department's website, local newspaper publication and nationally through the American Association of Airport Executives ("AAAE"). For access to the RFQ, all applicable documentation and mailing lists will be found on the following websites:

<http://www.city.cleveland.oh.us/CityofCleveland/Home/Government/CityAgencies/Finance/RFP>
<http://www.clevelandairport.com/about-us/business-cle/bids-rfps>

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

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

1. BACKGROUND

The Department is seeking Statements, from qualified Consultants, with demonstrated experience in providing professional preliminary design, project design, bidding, negotiation, construction management, inspection, administration and project closeout services for improvements at CLE. This RFQ is an invitation to experienced firms, to submit a Statement to the Department, to present their ability to serve as a Consultant, to assist in the design, construction management, inspection administration, and project closeout for the Department. The existing wildlife fence is over 30 years old and does not meet current FAA construction design standards for a Wildlife Fence.

Statements shall consist of a maximum of forty (40) one-sided pages exclusive of the additional submittal requirements and divider tabs. All required information shall be included. By issuing this RFQ, the Department makes known its intent to contract and commence this project at the earliest available opportunity. However, the Department makes no commitment to proceed with the services based on a specific start date.

2. SCOPE OF SERVICES

2.1 Proposed Scope of Services

The Department seeks the services, of a consultant, for the design and construction management/administration services for the Wildlife Fence Replacement. The Project is to replace approximately 51,095 linear feet of wildlife fencing and eight gates around the perimeter of the airport's air operations area ("AOA"). The Project will involve complete poles and fence replacement, along with the gates, grading, drainage, landscaping, and ditch and stormwater crossing protection intended to impede, reduce or eliminate any wildlife hazard.

The anticipated scope of preliminary design, project design, bidding and negotiation services follows FAA Advisory Circular (AC) AC 150/5100-14E Change 1, including but not limited to, sections 1.4.2.1 – 1.4.2.3 and 1.5; designing the Wildlife Fence in accordance with, but not limited to FAA AC 150-5370-10H, and any other appropriate FAA Advisory Circulars or design standards:

- Geo-technical investigation and surveys.
- Survey data collection and submittal to FAA in accordance with FAA Advisory Circulars 15/5300-16B and 150/5300-18B.
- Design of new Wildlife Fence around the AOA perimeter and eight (8) new gates.
- Design of new and repairs to ditch and stormwater crossings.
- Design of new and repairs of existing pavement.
- Preparation of materials specifications.
- Airspace analysis and any associated FAA submittals.
- Knowledge and experience conducting Safety Assessment Screenings (SAS).
- Site work design (storm drainage, grading, landscaping, etc.) and stormwater analysis in accordance with city, state and federal standards.
- Prepare detailed plans, specifications, cost estimates and design/construction schedules, meeting FAA standards and requirements.
- Print and provide necessary copies of engineering drawings and contract specifications.
- Construction Safety Phasing Plans (CSPP).
- Assistance with bidding/bid process management.
- Ensure proper permits, including any environmental permits are in place.
- Communicate with necessary outside agencies (city, state, federal) for coordination and permitting, including but not limited to EPA SWPPP and other environmental permits.

The anticipated scope of construction management, inspection, administration and closeout services follows FAA Advisory Circular (A/C) 150/5100 -14E Change 1 including, but not limited to, sections 1.4.2.4 and 1.5:

- Attend meetings, as required, including but not limited to preconstruction conducted in accordance with FAA AC 150/5300-9 and construction meetings.
- Provide general consultation, supervision and support, including but not limited to coordinating field survey personnel, processing reports, performing construction contract interpretation, analyzing unusual development.
- Perform services during construction in alignment with FAA standards, including but not limited to:
 - inspection/observation oversight during construction
 - keeping detailed/accurate field notes

- Shop Drawing and material, laboratory and mill test reports submittals – reviewing, approving or rejecting them prior to their use
- material testing and commissioning
- quality control during construction
- Review, approve and process pay requests.
- Negotiate, review/prepare change orders, including submitting each Change Order to the FAA ADO Project Manager to receive a determination of FAA funding eligibility prior to work being authorized and proceeding.
- Review progress reports, make regular site visits, prepare forms, letters, documents and reports, specification waivers and certified payrolls.
- Perform the Final Inspection, conducting site walks to confirm the completeness and quality of construction.
- Prepare a summary report of the final inspection, including punch list work items, and distribute the list to the Department and the FAA.
- Provide project closeout report.
- Prepare record drawings, distributing them to the Department and FAA.
- Update the Airport Layout Plan, including the Airport Terminal Area Plan Drawing (sheet 4).
- Submit As-builts in Revit format.
- Perform other related activities.

The services will include work related to local, state and federal guidelines, in addition to FAA obligations and requirements. Experience and knowledge of airport projects, the FAA and other governmental agencies' rules, regulations, and processes are required.

The Consultant shall provide the Department with any required tools and resources that allow the Department to review and evaluate the Consultant's submittal. These tools may include applicable documents and references that support such submittals. The Consultant shall be able to provide the necessary knowledge to use the required tools in the evaluation process.

All work to be performed under this contract and all work to be billed by the selected consultant(s) will need to be authorized prior to the beginning of the task.

2.2 Project Management Expectations of the Selected Consultant

The selected consultant will be expected to produce a consultant's Critical Path Method ("CPM") Design Schedule in an industry-standard scheduling software system with capabilities equal to or exceeding a system comparable to Primavera's scheduling system. The schedule shall be maintained and continually updated throughout the project including a list of all major construction activities, milestones and key deliverables, anticipated resource allocation, and lead times for obtaining permits and approvals. The schedule shall be updated a minimum of once per month. Coordination with the Department will include frequent project conference calls, monthly written updates and any necessary preparation/review meetings.

2.3 Anticipated Schedule for Services

This section provides a desired schedule for projects completed under this contract. This information is for the Respondent's use to estimate manpower requirements; however, it is subject to change.

RFQ Advertised	April 2024
RFQ short-list	May 2024
Selection Interviews (if required):	May 2024
Fee Negotiations:	May 2024
Contract Recommendation	May 2024
Board of Control Approval	June 2024
Grant Execution	August – Sept. 2024
Contract Award	August – Sept. 2024
Design Phase I	Oct. 2024 – Jan. 2025
Bid Construction Phase 1	February 2025
Bid Opening Phase 1	April 2025
Board of Control	May 2025
Grant Award	August – Sept. 2025
Design Phase II	June 2025 – Sept. 2025
Construction, Phase I	Oct. 2025 – Dec. 2026
Project Closeout	January 2027
Bid Construction Phase 1	January 2026
Bid Opening Phase 1	March 2026
Board of Control	April 2026
Grant Award	August – Sept. 2026
Construction, Phase II	Sept. 2026 – Dec. 2027
Project Closeout	January 2028

2.4 Anticipated Construction Cost

The anticipated Construction Cost is \$20M.

3. GENERAL TERMS AND CONDITIONS OF THE CONTRACT

3.1 Terms and Termination.

- A. The Department intends to recommend award, of a contract, to the firm(s) that best satisfies the needs of the Department based on the requirements of this RFQ, in alignment with Federal requirements.
- B. The term of the contract shall begin upon date of execution and, unless extended by the City or unless sooner canceled or terminated pursuant to the provisions hereof, shall terminate upon the Director’s acceptance of completion of all required services, whichever shall occur earlier.
- C. The City may terminate the contract, at any time, for cause, upon failure to perform in a manner satisfactory to the City after the successful Consultant has received written notice as provided in the contract. Such written notice may specify, among other matters, bankruptcy, unsatisfactory adherence to schedules, unsatisfactory performance of services, unsatisfactory operating practices or unsatisfactory equipment and failure to comply with other provisions of the contract. The City shall, in the sole

exercise of its business judgment, determine whether the service or any part thereof, is being performed in an unsatisfactory manner.

- D. If at any time during review or audit of the successful Consultant and its DBE/SBE subcontractors the City determines that the successful Consultant and its DBE/SBE subcontractors are not functioning in good faith, the successful Consultant must submit a corrective action plan within sixty (60) calendar days of the written findings. The City will then review the corrective action plan and, if acceptable, will provide written approval of the plan. If the successful Consultant does not meet the provisions of the corrective action plan and the City continues to find the successful Consultant and its DBE/SBE subcontractors not to be functioning in good faith or in non-compliance with the nondiscrimination provisions of this contract, the City shall impose such sanctions as it may determine to be appropriate. These sanctions include, but are not limited to, (i) cancellation, termination or suspension of the contract or (ii) suspension from participation in future CLE contracts.
- E. The City may terminate the contract for cause and without any prior notice should the successful Consultant fail to maintain any licenses or permits as required by the contract or fail to adhere to the City's and/or Department's applicable rules and regulations.
- F. The City may, at any time and in its sole discretion, without cause and upon thirty (30) calendar days' written notice, discontinue the contract entirely. Such discontinuance of the contract, by the City, shall not constitute a breach of the contract, by the City, and the City shall have no obligation or liability whatsoever; and successful Consultant shall make no claim for payment of damages or of any cost or expense incurred in connection therewith.
- G. Failure of the successful Consultant to strictly enforce a subcontract agreement with any of its subcontractors shall be considered a default by the successful Consultant and grounds for termination of its contract.
- H. By submitting a Statement, in response to this RFQ, a Consultant is certifying that all work will be performed in conformance with applicable local, state and federal laws and regulations and accepts the terms and conditions set forth herein, all of which will be made a part of any contract awarded as a result of this RFQ.
- I. The contract to be awarded under this RFQ shall be 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 Consultant in performing such services.
- J. Any member of the Consultant team requiring access to a Security Identification Display Area or Air Operations Area as part of his/her

assigned duties shall be subject to background checks, fingerprinting, and other requirements, as may be determined by FAA or the TSA. Adherence to all federal/state laws and regulations, and airport regulations and policy, regarding access to certain airport areas is a requirement of these Contracts. Failure to comply with appropriate security requirements may be grounds for loss of security access and/or Contract termination.

- K. Consultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of United States Department of Transportation assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Department deems appropriate.
- L. The statement above must be included in all subcontractor and subconsultant agreements that the prime contractor or prime consultant signs with a sub-contractor or subconsultant.
- M. The Contract shall contain non-negotiable provisions required by the FAA (Refer to **Exhibit A**). If there is a conflict between a requirement in this RFQ and the provisions in Exhibit A, the provisions of Exhibit A shall control.

3.2 Subcontractors/Subconsultants.

Clearly indicate the specific tasks or areas of expertise that are subcontracted, and to what entities. Experience cited for proposed subcontractors/subconsultants shall demonstrate proficiency in the services proposed for this contract; DBE firms must be certified in NAICS code/s applicable to the work the firm would perform on the contract. If the Consultant has doubt as to whether an area or field of expertise may potentially be used on the project, then it is strongly encouraged that a subcontractor/subconsultant, with this specialty, be provided with the list of subcontractors/subconsultants intended to be part of the Consultant's project team.

3.3 Insurance.

Contractor shall, at its expense and at all times during the performance of services, maintain the following insurance coverage. The insurance company (ies) providing the required insurance shall be authorized by the Ohio Department of insurance to do business in Ohio and rated "A" or above by A.M. Best Company or equivalent. The Successful Proposer, shall provide a copy of the policy or policies and any necessary endorsements or a substitute for them satisfactory to and approved by the director of Law, evidencing the required insurance upon execution of the contract.

- A. **Comprehensive General Liability Insurance.** The comprehensive general liability insurance policy ("CGL") shall (1) be occurrence type; (2) name City

and the Designer as an additional insureds; (3) include products/completed operations coverage; (4) have limits of not less than a combined single limit of Five Million Dollars (\$5,000,000.00) per occurrence and in the aggregate, covering the successful Contractor, the City and the Designer as their interest may appear, for any one incident; and (5) be primary and non-contributory, notwithstanding any other insurance covering City. Such policy or policies shall include "Contractual Liability", the "Explosion Hazard", the "Underground Property Damage Hazard", and the "Collapse Hazard". If Contractor shall use motor vehicles on the aircraft ramps, taxiways or runways of the Airport and such vehicles are not escorted by escorts authorized and approved by the City, the limit of the CGL insurance required to be maintained by the Contractor shall be increased to a limit of not less than Ten Million Dollars (\$10,000,000.00) per occurrence and in the aggregate, covering the successful Contractor and the City as their interest may appear, for each occurrence.

- a. This insurance shall include coverage for damage of property of any nature in care, custody, or control of the contractor or any property over which the successful Contractor is directly or indirectly exercising physical control by reasons of the work to be performed.
- b. Contractor may utilize Excess or Umbrella coverage to satisfy limit requirements as long as those policy do not restrict the primary policy in any way.

B. **Business Automobile Liability Insurance.** The business automobile liability insurance policy shall cover each automobile, truck or other vehicle used in the performance of the services in an amount not less than a combined single limit of Five Million Dollars (\$5,000,000.00) per occurrence and in the aggregate, covering the successful Contractor and the City as their interest may appear, for any one incident for bodily injury (including death at any time occurring) and property damage per occurrence for any work and/or access to the landside area of the Airport and a combined single limit of Ten Million Dollars (\$10,000,000.00) per occurrence and in the aggregate, covering the successful Contractor and the City as their interest may appear, for any one incident for bodily injury (including death at any time occurring) and property damage per occurrence for any work and/or access to the airside area of the Airport.

C. **Professional liability insurance** (including errors and omissions) shall have limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate and subject to a deductible each occurrence of not more than Fifty Thousand Dollars (\$50,000.00) per occurrence and in the aggregate and if not written on an occurrence basis, shall be maintained for a period of not less than two (2) years following the completion of the services provided under the contract. The policy shall include valuable papers coverage with limits of not less than One Hundred Thousand Dollars (\$100,000.00).

- D. **Workers' compensation and employer's liability insurance** as provided under the laws of the state of Ohio. Notwithstanding the foregoing successful Contractor shall increase the limit of employer's liability insurance to a limit of not less than One Million Dollars (\$1,000,000.00) each occurrence or any other increased amount as the City may reasonably require. Successful Contractor shall save the City harmless from any and all liability from or under said act.
- E. The successful Contractor shall take out and maintain in the name of the City of Cleveland as owner, and himself as Contractor, all builder's risk insurance in an amount equal to one hundred percent (100%) of his construction contract.
- F. Successful Contractor shall maintain statutory unemployment insurance protection for all its employees.
- G. The policy or policies shall be with companies authorized to do business in the State of Ohio and rated A- VII or above by A. M. Best Company or its equivalent.
- H. The policy or policies shall contain the following special provision: "The Company agrees that thirty (30) calendar days prior to cancellation or reduction of the insurance afforded by this policy, with respect to the contract involved, written notice will be sent by certified mail to the Director of Port Control, City of Cleveland."
- I. Maintain such other insurance policies such as Garage Keepers and the like as may be reasonably required by the City.
- J. An original certificate of insurance, declarations pages of the policy (ies) or insurance binder(s) shall be deposited with the Department of Port Control City of Cleveland before the commencing of any work under the contract.
- K. Successful contractor shall name the City of Cleveland and the Department of Port Control as an additional insured on their General Liability and Auto policies.
- L. All policies shall contain a waiver of subrogation wherein the insurer(s) waives all rights of recovery against the City of Cleveland and Department of Port Control. All policies shall be primary and non-contributory.
- M. Contractor shall require any and all of its subcontractors to procure, maintain and pay premiums for the insurance coverages and limits of liability outlined above with respect to products, services, work and/or operations performed in connection with this Agreement.
- N. The maintenance of such insurance as outlined herein shall in no way constitute a waiver of legal liability for damages to any adjoining buildings or their contents or the work and property of others on the site beyond the limits

of insurance thus maintained. The Contractor shall hold harmless the Airport Engineer and their agents for and from any injury or damage resulting from the negligent or faulty performance by the Contractor or his subcontractors. All insurance shall be carried without interruption to the end of the guarantee period.

- O. If Contractor will not have access to City data or networks, it is required that Contractor hold a Cyber policy with 3rd party liability limits of at least \$1,000,000.00 dollars per claim and in the aggregate. 3rd party liability coverage includes information security & privacy liability, media liability, and regulatory fines/penalties coverages. The City must be named on the policy as an Additional Insured for Vicarious Liability.

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

4. PROJECT SCHEDULE AND DELIVERABLES

4.1 Deliverables.

The City has established the following list, which includes items that the Consultant will be required to provide as deliverables. The City reserves the right to modify the list of deliverables at any time before execution of a contract to add, delete or otherwise amend any report or other deliverable, as it deems necessary, in its sole judgment and in the best interest of the City, with the knowledge that any modifications after the Statement Submittal may not be eligible for FAA reimbursement.

- A. Within one week after receipt of a written Notice-To-Proceed, issued by the Department, the successful Consultant shall be prepared to begin work, covered by the contract, and shall execute the work, to be performed, as required, to the Department's satisfaction, and in accordance with the tasks specified, unless otherwise directed by the Department.
- B. All work performed, by the Consultant, shall be under the direction of the Department's Project Manager.
- C. At all meetings, between the Department and the Consultant, held in connection with the project, the Consultant shall take minutes of all topics discussed and depositions or conclusions reached. Within one (1) week, the Consultant shall prepare a formal set of meeting minutes and submit same to the Department's

Project Manager for approval. The Consultant will conduct weekly progress meetings, with the Department, to brief representatives on the progress of the work and any problems or issues affecting the completion of the task.

- D. All pertinent telephone conversations, between the Department and the successful Consultant, relative to instructions and/or authorizations, must be confirmed, in writing, by the successful Consultant and submitted to the Project Manager for written approval.
- E. The successful Consultant is responsible for controlling costs and ensuring that all required work is completed within the approved time limit for each task. No modification, to the scope of work, or extra work, shall be considered, by the Department, unless conditions have been specifically documented as required by the terms of the contract. Additionally, this documentation shall be verified prior to the Department's authorization to the successful Consultant to perform additional work.
- F. The successful Consultant's staff shall be available with no more than two (2) business days' notice to attend meetings or make presentations at the request of the Department's Project Manager. The successful Consultant 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 Consultant and any party, pertaining specifically to any project, shall be provided to the Department's Project Manager within one week of the receipt or sending of such correspondence.
- H. All other correspondence shall be given, to the Department, after completion of the project. The successful Consultant 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 Consultant, without prior written approval from the Department's Project Manager.
- J. Successful Consultant must attend briefings with the Director, executive staff and other Department staff, as requested. The successful Consultant will also be expected to provide briefings, to the Director or his designated representative, regarding any issues which arise during the conduct of the work.
- K. Successful Consultant shall provide responses to questions, or issues, which may be raised by FAA representatives during project reviews and audits.

- L. Successful Consultant shall provide progress reports, including work accomplished; tasks yet to be accomplished; any issues which have arisen which need the Department's assistance in order to obtain resolution and a description of the percentage of the work completed, in hard copy and electronically (in Microsoft or other pre-approved format).
- M. Successful Consultant shall provide a minimum of three (3) hard copies and three (3) electronic copies of each completed work product, including a detailed executive summary. Additional copies may be requested on an as-needed basis.

5. GENERAL INFORMATION

5.1 Submission of Statement.

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

5.2 City's Rights and Requirements.

- A. Under the laws of the State of Ohio, all parts of a Statement, other than trade secret or proprietary information, may be considered a public record which, if properly requested, the City must make available to the requester for inspection and copying. Therefore, to protect trade secret or proprietary information, the Consultant should clearly mark each page, but only that page, of its Statement that contains that information. The City will notify the Consultant if such information, in its Statement, is requested, but cannot, however, guarantee the confidentiality of any proprietary or otherwise sensitive information in or with the Statement. Blanket marking

of the entire Statement as "proprietary" or "trade secret" will not protect an entire Statement and is not acceptable.

- B. The Director, at his sole discretion, may require any Consultant to augment or supplement its Statement, or to meet with the City's designated representatives, for interview or presentation, to further describe the Consultant's qualifications and capabilities. The requested information, interview, meeting or presentation shall be submitted or conducted, as appropriate, at a time and place the Director specifies.
- C. The City reserves the right, at its sole discretion, to determine if some of the services may not be required. The City also reserves the right to initiate additional procurement action for any of the services included in the initial procurement.
- D. The City reserves the right, at its sole discretion, to reject any Statement that is incomplete or unresponsive to the requests or requirements of this RFQ. The City reserves the right to reject any or all Statements and to waive and accept any informality or discrepancy in the Statement or the process as may be in the City's best interest.
- E. All Statements will remain in effect, and be subject to selection, by the City, until the earlier of the execution of a final contract or one hundred eighty (180) calendar days after the deadline for Statement submission ("Statement Expiration Date"). Until the Statement Expiration Date, Consultant agrees that its Statement shall remain in effect, as submitted, and subject to selection by the City.

5.3 Supplemental Information.

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

5.4 Disadvantaged Business Enterprise Program Participation.

In accordance with the regulations of the United States Department of Transportation, 49 CFR Part 26, the Department of Port Control has implemented a Disadvantaged Business Enterprise Program ("DBE") and added the Small Business Enterprise ("SBE") as an element to its DBE program that was approved by FAA in 2012 under §26.39, Fostering Small Business Participation. The 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.

A DBE Goal of 12.76% and a SBE goal of 5.33% have been established for this Project. 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.

The selected Contractor/Consultant will be required to submit information concerning the DBE/SBE firm(s) that will participate in this Project including the name and address of each Contractor/Consultant, and the NAICS code/s applicable to the work the firm would perform on the contract [49 C.F.R. §26.53(b)(2)].

If a Contractor/Consultant is unable to achieve the DBE/SBE goals stated herein it will be required to provide documentation in its Statement demonstrating evidence of good faith efforts 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/SBE firm.

The selected Contractor/Consultant will be required to comply with the Department's DBE/SBE 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:

<http://www.dot.state.oh.us/Divisions/ODI/SBE/Pages/DBE-Directory.aspx>.

All proposed sub-contractors/sub-consultants, listed in your Statement, must receive written approval in advance. The sub-contractors/sub-consultants you propose in your sealed Statements will be considered the sub-contractors/sub-consultants that you will use in the contract if awarded to you. Any change in subcontractors' participation shall follow the regulations of 49 CFR Part 26.53. The City reserves the right to approve an award, but not approve a proposed sub-contractor/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 Consultant's responsibility to propose only eligible contractors/consultants. The City cannot approve a sub-contractor/sub-consultant whose name appears in this listing.

Please be aware that the participation of DBE/SBE Contractors/Consultants listed in your Statement will be monitored by the Department's Office of Compliance and Inclusion ("OCI") throughout the duration of the contract. The selected Consultant will be responsible for providing the Department's OCI with any and all information necessary to facilitate this monitoring, including subcontractor/subconsultant agreements, invoices and cancelled checks. Selected Consultant performing on CLE projects have a dual reporting requirement.

Additionally, selected Contractor/Consultant and sub-contractors/sub-consultants (Non-DBE/SBE and DBE/SBE) will be required to enter all payments, canceled checks and invoices associated with the contract into the contract monitoring system, B2Gnow software. Davis Bacon and Related Act Certified Payroll Registers (where applicable) are submitted to OCI on a weekly basis.

Note: The submission of the referenced forms is not required with the response to this RFQ. These forms will only be submitted by the Consultant selected to enter into contract negotiations, after the qualification evaluation process. The forms will be completed at the completion of the fee negotiation. However, the DBE/SBE firms and the anticipated percentages must be identified in the submittal.

It is the FAA'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, please contact the OCI at (216) 664-6606.

5.5 Equal Opportunity Clause.

As found in federal contract provisions and in following the Equal Opportunity Clause, Section 187.22(b) of the Cleveland Codified Ordinances, the successful Consultant, as contractor, will be required to comply with all terms, conditions and requirements imposed on a "contractor" 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 Consultant may deal, as follows:

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

Within sixty (60) calendar days after entering into a contract, the successful Consultant, as contractor, shall file a written affirmative action program with the Office of Equal Opportunity containing standards and procedures and representations assuring that the

contractor affords all qualified employees and applicants for employment equal opportunities in the Contractor’s recruitment, selection and advancement process.

5.6 Short-listing.

The City reserves the right to develop a pre-selection short-list of consultants and to request the consultants to deliver an oral presentation of their qualifications, proposed services and capabilities. The City will notify the consultants selected for oral presentations in writing.

5.7 Execution of Contract.

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

5.8 Familiarity with Request for Qualifications; Responsibility for Statement.

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

5.9 Anticipated Statement Processing.

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

Release of Request for Qualifications	April 9, 2024
Pre-qualification Conference	April 25, 2024
Deadline for Inquiries	May 2, 2024
Written Response to Inquiries	May 8, 2024
Deadline for Statements	May 15, 2024

5.10 Interpretation of Statement Document.

- A. If any prospective consultant finds discrepancies or omissions in this RFQ or if there is doubt as to the intended meaning of any part of this RFQ, a written request for clarification or interpretation must be received by the Procurement Section of the Department of Port Control, Cleveland Airport System, 5300 Riverside Drive, P.O. Box 81009, Cleveland, Ohio 44181-0009 no later than Thursday, May 2, 2024. Requests for clarification or interpretation may be submitted via e-mail to smuia@clevelandairport.com.
- B. The City is not responsible for any explanation, clarification, interpretation, representation or approval made concerning this RFQ or a Statement given in any manner except by written addendum. The City will post online each addendum issued for this RFQ. Any addenda so issued are a part of and incorporated into this RFQ as if originally written herein.

6. QUALIFICATIONS FOR STATEMENTS

6.1 Minimum Qualifications.

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

1. Provide evidence that it has a minimum of five (5) continuous years of experience, in the last seven (7) years, in performing professional preliminary design, project design, bidding, negotiation, construction management, inspection, administration and project closeout services for public agencies.
2. Have previous experience in professional preliminary design, project design, bidding, negotiation, construction management, inspection, administration and project closeout services to medium or large hub airports in accordance with FAA criteria ; or employ a designated staff member with airport experience. The designated staff member should have any required licenses and/or certification.
3. Possess all applicable licenses, certificates, permits or other authorizations required by all governmental authorities, including the City, having jurisdiction over the operations of the successful Consultant at CLE or elsewhere.
4. Be authorized to conduct business in the State of Ohio, County of Cuyahoga and the City of Cleveland.

7. STATEMENT CONTENT

The Statement submittal shall consist of the following documents in the sequence listed below. To facilitate quick reference, each section of the Statement should be offset with a tab. The Statement may be disqualified if the documents are not submitted in the sequence listed below.

- A. Cover Letter: The cover letter should identify the firm and state other general information that the Consultant desires to include regarding the Consultant's business organization. At a minimum the cover letter must include the name, form of business entity (e.g. corporation, partnership, joint venture, etc.), principal address, federal tax identification number, telephone number and facsimile number of the Consultant.
- B. Executive Summary: The executive summary should provide a clear and concise summary of Consultant's background, level of expertise, direct relevant experience and ability. The executive summary should make the Consultant's case as the best candidate for providing professional preliminary design, project design, bidding and negotiation, construction management, inspection, administration and project closeout support services to the Department. Consultants should structure this section in a manner that allows it to serve as a stand-alone summary when separated from the other sections of the Statement.
- C. Qualifications/Experience: This section gives Consultants the opportunity to discuss their industry experience and what defines them as a leader in their industry. Firms may submit as much information in this section as is needed to differentiate itself and its Statement from the other firms.

Please include, at a minimum, the following information: (i) clearly communicate how you meet or exceed the minimum qualifications; (ii) list relevant recent experience for each firm, on the consultant team, as it relates to providing professional preliminary design, project design, bidding, negotiation, construction management, inspection, administration and project closeout services to medium or large airports in accordance with FAA criteria. The list should be limited to no more than seven (7) projects for the prime participant and no more than five (5) projects for each sub consultant. Provide information regarding projects this Consultant team has worked on together previously and length of partnering; (iii) give the name, location and date of all similar contracts that have been terminated or canceled within the past three (3) years, prior to the expiration of their contractual term, and also list any judgments terminating or any pending lawsuits or unresolved disputes for the termination of such services provided by you within the past three (3) years; and (iv) give the names and addresses of at least three (3) references as to your professional capability. The references should include the name of the contact person, e-mail address and telephone number.

- D. Project Approach: Provide a statement discussing your understanding of the consulting opportunity for the Department, including those factors that are critical

to making the opportunity a success. Firms must provide a detailed discussion of how firm will approach this opportunity to ensure that the City's goals and objectives will be realized. The Statement should also identify and discuss key issues impacting the services, as defined in this RFQ, and the Airports, as well as discuss methods/models that would address key issues.

- E. Key Staff: Consultants should indicate the key staff proposed for this contract, setting forth the specific responsibilities and availability of each proposed key staff person. Provide for each proposed key staff person a one page resume detailing both general experience and specific experience related to the services as defined in this RFQ.

Key staff is defined as productive staff having major project responsibilities.

1. Personnel proposed shall have the desired qualifications and experience in his/her area of expertise. It is preferred key staff experience cited be within the past ten years.
2. Individuals proposed, and accepted, by the Department, as personnel, for this contract, are expected to remain dedicated to the contract.
3. In the event any key staff person(s) becomes unavailable for continuation of the work assignment, the successful Consultant shall replace said individual(s) with personnel of equal ability and qualifications. However, any changes to designated key staff personnel, require the prior written approval of the Department. If acceptable, changes shall be in effect without additional cost to the Department and without formal modification of the contract.
4. The successful Consultant shall provide personnel at skill levels required for each type of services to be performed under the contract. Any employee whose service is deemed unsatisfactory, for any reason, by the Department, shall be removed from the project. Upon written notification from the Department, the successful Consultant shall promptly offer a replacement with equal ability and qualifications for the Department's approval. The successful Consultant shall be responsible for any costs arising from the action of the Department relative to this requested action.
5. Any member of the successful Consultant's team requiring access to a Security Identification Display Area or Air Operations Area as part of his/her assigned duties shall be subject to background checks, fingerprinting and other requirements as may be determined by the Department, or the Federal Transportation Security Administration. Adherence to all federal, state, county and city laws and regulations and CLE regulations and policy regarding access to certain CLE areas is a requirement of this contract. Failure to comply with appropriate security requirements may be grounds for loss of security access and/or contract termination.

- F. Management Approach: Provide an organizational chart of the firm showing all major component units; where the management of this contract will fall within the organization and what resources will be available to support this contract in both primary and secondary or back-up roles. A discussion of cost control related to the location of work and performing project management responsibilities, including participating in meetings and completing work at the Airports, for this contract, should also be included.
- G. Work Product Samples: Firms are to submit a case history which demonstrates their ability to perform professional preliminary design, project design, bidding, negotiation, construction management, inspection, administration and project closeout services at medium or large hub airports in accordance with FAA criteria. Be specific as to how and why the firm decided to approach the project a certain way. This case history should address the following elements: (i) concept; (ii) strategy and (iii) supporting tactics (e.g. traffic forecast). The sample must have been developed within the past three (3) years. In addition, provide examples and discuss in narrative the firm's capacity to produce quality materials in written, graphic and pictorial form.
- H. DBE/SBE Participation: Firms shall submit the names of persons, subcontractors, joint ventures or others to be used in meeting DBE/SBE goals or requirements. A list with the firm(s) location shall be included in the submittal along with an estimate of anticipated percentage of work to be subcontracted to DBE/SBE and Non DBE/SBE proposed sub-consultants.
- I. Affidavit: Firms shall submit, with its Statement, an affidavit stating that neither it nor its agents, nor any other party for it has paid or agreed to pay, directly or indirectly, any person, firm or corporation any money or valuable consideration for assistance in procuring or attempting to procure this contract, and further agreeing that no such money or reward will be hereafter paid.
- J. Joint Ventures or Partnerships: If the Statement submitted is on behalf of a joint venture or partnership, an executed copy of the joint venture or partnership agreement must be submitted with the Statement and will become an attachment to the City's contract. The award of a contract to the joint venture or partnership may be indicated as a condition precedent for the commencement of either such agreement.
- K. Additional Submittal Requirements: Firms shall complete, execute and return with its Statement the following documents, copies of which are attached to this RFQ: (i) Request for Taxpayer Identification Number and Certification; (ii) Affidavit and (iii) Non-Competitive Bid Contract Statement for Calendar Year 2024.
- L. Environmental Sustainability: Describe how the proposed services/project/solution incorporate environmental sustainability.

M. Supplemental Information

1. The City may require a firm to further supplement its written Statement to obtain additional information regarding its qualifications or to meet with the City's designated representatives to further describe the firm's qualifications and abilities.
2. The decision regarding which firm(s) will be asked to supplement their Statement, or meet with City representatives, is in the Director's sole discretion.
3. Supplements will be utilized for clarification purposes only and the firm may not substitute material elements of its written Statement nor may the firm provide previously omitted material. The requested information or meeting shall be respectively furnished or take place at the time and place specified by the City.

8. INQUIRIES

Interested parties may submit questions pertaining to the RFQ. Questions must be submitted, in writing, to the Procurement Section of the Department of Port Control, 5300 Riverside Drive, P. O. Box 81009, Cleveland, Ohio 44181-0009 no later than Thursday, May 2, 2024. The Department will post online, via Addendum, responses to all questions received. Questions may be submitted via e-mail to smuia@clevelandairport.com. Verbal responses given by representatives of the City at any time may not be relied upon by the Consultant in submitting its Statement or in the performance of its obligations under the RFQ.

9. DISQUALIFICATION OF CONSULTANT/ STATEMENT

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

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

obligation to the City or has failed to perform faithfully any previous contract with the City, or is currently in default under any contract with the City.

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

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

10. EVALUATION OF STATEMENTS

The City department/division issuing this RFQ will evaluate each Statement submitted. The Department will present its recommendations to the City's Board of Control ("Board"). The Board may, but shall not be obligated to, entertain formal presentations. The City will only consider Statements that are received on or before the submission deadline, and which meet all the requirements of this RFQ.

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

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