



April 9, 2015

Dear Prospective Firm:

The City of Cleveland, owner and operator of Cleveland Hopkins International ("CLE") and Burke Lakefront ("BKL") airports ("Airport"), through its Director of Port Control ("Director"), invites written Statements of Qualifications ("Statement") from firms that have the requisite, demonstrable competence and experience in, and a thorough knowledge of, architectural and engineering services to provide construction management and administrative services to support the continuous operational efficiency and maintenance projects at CLE and BKL airports. Qualified firms either singly or in joint venture or other legal arrangements (collectively, "Firm") must have the requisite, demonstrated competence and experience in and a thorough knowledge of the engineering services required for the Project.

A pre-qualification conference will be held in the Federal Service Station Building, Planning and Engineering, 2<sup>nd</sup> Floor, Conference Room 6C-24C, 5301 West Hanger Road, Cleveland, Ohio 44135 on Monday, April 20, 2015 at 10:00 a.m. local time. Although attendance is not mandatory, firms are encouraged to attend. For reasons of security, those planning to attend the pre-qualification conference must register by 4:00 p.m. local time on Thursday, April 16, 2015 by e-mail to [rosborne@clevelandairport.com](mailto:rosborne@clevelandairport.com). At or before the conference, interested parties may submit or ask questions pertaining to this Request for Qualifications and the services desired. Please e-mail questions to [rosborne@clevelandairport.com](mailto:rosborne@clevelandairport.com).

If your firm is interested in this Request for Qualifications, please submit seven (7) complete Statements, consisting of one (1) unbound original, five (5) identical bound copies and one (1) digital copy, USB flash drive or compact disc, in either Microsoft Word (.doc/.docx) or Adobe Acrobat (.pdf) format, to the City no later than **4:00 p.m. local time on Friday, May 15, 2015**. No Statements shall be accepted after that time unless such date or time is extended pursuant to a written addendum issued by the City.

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

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

**Attn: Rhonda Osborne, Procurement Officer**

If Statements are hand-delivered, they should be addressed as above and taken to the Airport Information Counter located in the center of the ticketing level of the passenger terminal building at Cleveland Hopkins International Airport.

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 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 of this notice or the Request for Qualifications.

The Request for Qualifications documentation is available on the **City Website** as follows:

<http://www.cleveland-oh.gov/CityofCleveland/Home/Government/CityAgencies/Finance/RFP>

The Request for Qualifications documentation is also available on the **Department of Port Control Website** as follows:

<http://www.clevelandairport.com/company/business-opportunities/bids-rfps>

All future documentation including addenda, response to questions, schedule changes and additional requirements for this Request for Qualifications will be posted on the above sites as no additional mailings will be made.

Should you have any questions regarding this solicitation, please contact me by via email at [rosborne@clevelandairport.com](mailto:rosborne@clevelandairport.com) or by phone directly 216-265-4690.

Sincerely,

A handwritten signature in black ink that reads "Rhonda Osborne". The signature is written in a cursive, flowing style.

Rhonda Osborne  
Procurement Officer  
Cleveland Airport System  
Department of Port Control



# **Request for Qualifications**

---

## **Cleveland Hopkins International Airport Construction Management and Administration Services**

**Issued: April 9, 2015**

**Department of Port Control  
Cleveland Hopkins International Airport  
5300 Riverside Drive  
P.O. Box 81009  
Cleveland, Ohio 44181-0009  
Phone: 216-265-4690  
Fax: 216-265-6069**

## TABLE OF CONTENTS

<b>SECTION</b>	<b>PAGE</b>
Cover Sheet .....	1
Table of Contents .....	2
Introduction .....	3-4
Background .....	4
Scope of Services .....	5-10
General Terms and Conditions of Contract .....	10-13
Project Schedule and Deliverables .....	13-14
General Information .....	14-19
Qualifications for Statements .....	20
Statement Content .....	20-23
Inquiries .....	23
Disqualification of Consultant/Statement .....	23-24
Evaluation of Statements .....	24

### **ATTACHMENTS:**

Northern Ireland Fair Employment Practices Disclosure  
Request for Taxpayer identification Number  
Affidavit  
Non-Competitive Bid Contract Statement for Calendar Year 2015

### **EXHIBITS:**

Exhibit "A" - Sub-contractor Addition and Substitution Policy  
Exhibit "B" - Local Producer/Local Sustainable Business Ordinance

## 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 firms that have requisite, demonstrable competence and experience in, and a thorough knowledge of, architectural and engineering services to provide construction management and administrative services projects ("Project") at CLE and BKL airports. 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 architectural and engineering services.

These tasks for construction management and administrative services are required for the continuous operational efficiency and maintenance of the Airports and to accommodate projects, on an as-needed basis. Specific task assignments are expected to vary depending upon the Airports needs throughout the duration of the contract period. The work is inclusive of various types of projects, including, but not limited to, construction administration, estimation, scheduling, testing and document control, and other needs as directed by the Department of Port Control ("Department").

A pre-qualification conference will be held at the Federal Service Station Building, Planning & Engineering, 2<sup>nd</sup> floor Conference Room 6C-24C, 5301 West Hanger Road, Cleveland, Ohio 44135 on Monday, April 20, 2015 at 10:00 a.m. local time. At that time, interested parties may ask questions pertaining to this Request for Qualifications. For reasons of security, those planning to attend the pre-qualification conference must register by Thursday, April 16, 2015 by e-mail to [rosborne@clevelandairport.com](mailto:rosborne@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, to the City no later than 4:00 p.m. local time on Friday, May 15, 2015. No Statements shall be accepted after that time unless such date or time is extended pursuant to a written addendum issued by the City.

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

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

If Statements are hand-delivered, Statements should be addressed as above and taken to the Airport Information Counter located in the center of the ticketing level of the passenger terminal building at Cleveland Hopkins International Airport.

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

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

<http://www.clevelandairport.com/company/business-opportunities/bids-rfps>

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

All future documentation including addenda, response to questions, schedule changes, additional requirements for the Construction Management and Administration Services project will be posted on the above sites as no additional paper mailings will be made for this Project. Upon receipt of a Letter of Invitation, it is requested that interested Firms contact Rhonda Osborne via e-mail: [rosborne@clevelandairport.com](mailto:rosborne@clevelandairport.com) as confirmation of receipt and interest.

## **1. BACKGROUND**

The Department of Port Control is seeking Statements of Qualifications, from qualified firms, with demonstrated experience in providing construction management and administration services in support of the Airports projects, and as an extension to Department staff. Specific task assignments are expected to vary depending upon the Department's needs throughout the duration of the contract period. These services include various anticipated and unanticipated tasks. These services may include construction project(s) deemed critical by the Department, that, due to lack of resources (e.g., manpower and equipment), cannot be readily performed by airport field maintenance staff and are required to be completed in an expeditious manner.

Statements of Qualifications shall consist of a maximum of forty (40) one-sided pages exclusive of the City's Office of Equal Opportunity Schedules 1-4, additional submittal requirements and divider tabs. All required information shall be inclusive. By issuing this Request for Qualifications, the City makes known its intent to contract and commence this project at the earliest available opportunity. However, the City makes no commitment to proceed with the services based on a specific start date.

## **2. SCOPE OF SERVICES**

### **2.1 General Services**

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

The scope of the contract shall encompass the defined scope of work as determined by individual Task Orders. This Request for Qualifications does not attempt to define all of the contract needs nor detail them. Rather, it is flexible and allows for the credentials of the successful Contractor to be demonstrated in the areas of expertise necessary to the contract.

Task assignments will contain work for CLE and BKL airports. The assignments will include work related to federal and state guidelines, in addition to Federal Aviation Administration ("FAA"), Transportation Security Administration ("TSA"), and potential Army Corps of Engineers ("USACE")/U.S. Coast Guard obligations and requirements. Experience and knowledge of airport projects, the FAA and governmental agency rules and regulations is required. Tasks may include, but are not limited to, the following:

- Design Development and Reviews;
- Implement Contract Award Procedures;
- Project Control;
- Detailed Construction Inspection;
- Cost Control; and
- Contract Performance Reviews

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 required tools in the evaluation process.

Any and all work to be performed under this contract and any and all work to be billed for by the selected consultant(s) will be detailed and approved in a task order prior to the beginning of the task.

### **2.2 Detailed Services**

- A. Generally, the Construction Manager ("CM") involvement with each task order may begin during the design development stage. The CM may be given the opportunity to review construction documents and provide appropriate comments should time allow. The CM services shall include, but may not be limited to, any one or more of the following services:
1. Design Development: Conduct constructability review of the proposed construction projects. The CM shall provide appropriate comments on items such as construction duration, sequence of work, maintenance of traffic and airport operation, contractors' staging areas and coordination with other projects.

2. Contract Award: Conduct pre-construction conferences with successful bidders. Advise contractors of all applicable rules and procedures relative to construction work. Assure that each contractor understands the contract documents.
3. Project Control: Monitor and document the work of the contractor. In addition, coordinate the work with the activities and responsibilities of the Department and Architect/Engineer. The CM is to complete each project in accordance with the Department objectives of cost and time.
4. If full-time construction management is required, establish an on-site organization consisting of competent and skilled personnel to perform full-time, detailed inspection of all construction work to assure quality workmanship in conformance with contract requirements. The inspection services shall include, but may not be limited to: checking construction contractor stakeout and grades; calculating quantities; inspecting on-site materials; plant testing; sampling and materials testing; soil compaction tests; and final measurements of the completed work. If full-time coverage is not required, competent and skilled personnel should be provided to perform only those portions of inspection services required and will operate from within their local home office.
5. The CM shall be familiar with, and must comply with, all applicable aspects of FAA requirements for construction compliance, documentation and reimbursement. CM shall perform all required tests and prepare needed documents during construction. The CM's assigned personnel shall keep neat, accurate and organized records of contract items and quantities completed by the construction contractors as directed. The records shall include all diaries, sketches, measurements and computations of quantities. Records will be signed and dated by the inspector who witnessed the work and/or measured the quantity. Records that are transcribed or copied by the CM's personnel will be signed and dated when submitted to the Departments' Project Manager. All records and computations, which are kept by the CM's field or office personnel, shall be kept in such a manner that they may be referred to at any time.
6. Establish and implement procedures for coordination among Department, Architect/Engineer, contractors and CM with respect to all areas of the CM's responsibilities.
7. Schedule and conduct progress meetings with contractors to discuss such matters as procedures, progress, problems and scheduling.
8. Provide a detailed schedule for the operations of contractors on the project, including realistic activity sequences and duration, allocation of labor and materials, provide adequate time for processing of shop drawings and samples and delivery of materials. This includes Department occupancy requirements showing portions of the project having occupancy priority.
9. Provide regular monitoring of project time schedule as construction progresses. Identify potential variances between scheduled and probable completion dates. Review schedule for work not started or incomplete and recommend to the Department Project Manager and contractor, adjustments in the schedule to meet the scheduled completion date. Recommended changes in schedule must be documented and tracked.

10. Determine the adequacy of each contractor's personnel and equipment and the availability of materials and supplies to meet the schedule. Recommend courses of action to the Department Project Manager when requirements of a contract are not being met. Implement courses of action as approved by the Department.
11. **Cost Control:** Develop and monitor an effective system of project cost control. Revise and refine the approved project budget, incorporate approved changes as they occur and develop cash flow reports and forecasts as needed. Identify variances between actual and budgeted costs and advise the Departments Project Manager whenever projected cost exceeds budget. Construction contracts may be funded from various sources such as FAA Airport Improvement Program (AIP), Passenger Facility Charge (PFC), Car rental Facility Charges (CFC), Airport revenue bonds, as well as State Funds. CM shall track costs related to each funding source.
12. Check all materials, equipment and labor entering the work site and maintain cost account records on authorized work performed under unit costs, actual costs for labor and material, or other bases requiring accounting records.
13. **Change Orders:** Develop and implement a system for review and processing of change orders. Recommend necessary or desirable changes to the Department Project Manager, prepare independent cost estimates for change orders, negotiate change orders with contractors, review requests for changes and submit recommendations to the Department. Change orders are to be prepared in accordance with the Departments' established procedures. Results of negotiations and any direction to contractor that results in a change to contract price or time shall be presented to the Department Project Manager in writing for approval prior to commencement.
14. **Payments to Contractors:** In accordance with Department established procedure, review and process applications by contractors for progress and final payments. Make certifications of progress payment applications to the Department.
15. Review the safety programs of contractors and when necessary make appropriate recommendations to the contractor and the Department Project Manager for corrective action.
16. **Contract Performance Review:** Consult with Architect/Engineer if any contractor requests interpretation of the meaning and intent of drawings and specifications, and jointly resolve with concurrence of the Department Project Manager any questions that may arise.
17. **Shop Drawings and Samples:** In collaboration with Architect/Engineer, establish and implement procedures for expediting the processing and approval of shop drawings and samples. Monitor flow of all shop drawings and maintain records of all shop drawing transmittals.
18. **Reports and Project Site Documents:** Record the progress of projects. Submit written progress reports to the Department Project Manager on a weekly basis, including information on each contractor's work, the percentage of completion, and the number and amounts of change orders. Maintain daily construction records for the project; comply with FAA requirements as needed.

19. Maintain at the project site, on a current basis, records of all necessary contracts; shop drawings; samples; purchases; materials; equipment; applicable hand books; governmental, commercial and technical standards and specifications; maintenance and operating manuals and instructions; warranty information; and any other documents and revisions thereto which arise out of the contract or the work. Obtain data from contractors and maintain a current set of record drawings, specifications and operating manuals. At the completion of the project, deliver all such records to the Department Project Manager.
20. Substantial Completion: Determine substantial completion of the work or designated portions thereof and prepare for the Department Project Manager a list of incomplete or unsatisfactory items and a schedule for their completion. Certify the date of substantial completion and supervise the correction and completion of work.
21. Start-Up: With the Departments' maintenance personnel, and in coordination with the Department Project Manager, direct the check-out of utilities, operations systems and equipment for readiness and assist in their initial start-up and testing by contractors. Conduct training program for Department operations and maintenance personnel.
22. Final Completion: Determine final completion and conduct final inspection. Secure and transmit to the Department Project Manager required guarantees, affidavits, releases, bonds, waivers and record drawings. Turn over to the Department Project Manager all keys, manuals and maintenance stocks.
23. Office of Equal Opportunity ("OEO"): The CM shall assist the Departments' compliance officers with monitoring and enforcement of the OEO goals established for each construction contract. The CM's inspectors shall note when OEO subcontractors are on the job, and shall advise Departments' compliance officers of any irregularities that might adversely affect contractor's compliance with OEO goals.
24. Final Report: The CM shall prepare a final project report for each construction contract indicated. The final report shall be prepared within a reasonable time after final completion of each task and shall include a summary of key milestone dates, design logic, construction methods, quality and quantities, contract compliance, problems encountered, contract modifications, test results, change orders, contract schedule, name and address of general contractor and all subcontractors, identify the OEO contractor and percent of work completed by each OEO contractor. The CM may include recommendations for improvement based on lessons-learned on a specific project.
25. As-built drawings: The CM shall provide the Department Project Manager with certified, accurate, drawings for each construction contract, reflecting as-built conditions based on information measured in the field. As-builts shall be certified by a licensed Professional Surveyor in the State of Ohio. All change orders, RFI's and other modifications to the contract drawings shall be referenced on the as-builts. Both PDF and electronic CAD/BIM versions of the drawings, following the latest Department CAD/BIM standards, shall be submitted to the Department prior to final payment release of both the contractor and design professional. The Department Project Manager for each project

should be made aware of any discrepancies between the contract drawings and as-builts as soon as the discrepancy is discovered.

26. The CMs' assigned forces shall not make any change to the plans or specifications without prior written approval from the Department Project Manager.
  27. The CM shall provide technical expertise to assist the Department in litigation as may be required.
- B. If a field office should be necessary, the CM shall establish one within five (5) miles of the project site for the purpose of conducting day-to-day activities associated with an assigned task project. The CM field office will be considered the consultant's "Home Office" for all personnel assigned on a full-time basis to this project.
- C. If a field office is established, the following items shall be provided by the CM and are subject to reimbursement by the Department:
1. Field office trailers and temporary utilities for CM staff, as needed.
  2. Transportation mileage for CM personnel from field office to inspection sites.
  3. All necessary small tools, surveying equipment, slump cones, camera, etc., as required to test and check and record contractor's work.
  4. Two-way radios to communicate with the Department Project Manager and/or FAA CLE Airport ground control provided airfield driving certification is permitted.
  5. Personal computers in the field office for the purpose of preparing correspondence to contractors, Architect/Engineer and the Department Project Manager; to prepare charts and reports; to prepare progress payments to contractors; to track construction progress schedules, etc.  
  
Provide information about the use of computers for this project. Identify the type of computers, make and model number, hardware configuration, and the application software to be used. (Note: CADD/Computer costs are not an allowable direct cost.)
  6. Reproduction and fax equipment in the field office.
  7. Telephone service for the field office.
  8. Safety equipment for the CM's personnel to comply with all applicable safety requirements.
- D. Any equipment purchased or leased by the CM for use on a covered task project is subject to approval by the Department Project Manager. All procedures for acquisition of equipment shall be approved by the Department Project Manager. Items purchased will be properly marked and maintained and strict accountability for said equipment by CM is required. All equipment purchased for use on the project shall be turned over to the Department Project Manager and shall become the property of the Department prior to final payment for services to CM.

- E. Costs for part-time coverage/services shall be reimbursed as follows:
1. Mileage directly related to project/contract from local home office to site/Airports or other required travel as approved by the Department. (Mileage, air travel, hotel & meal expenses from outside offices other than local Cleveland/Akron offices will not be paid.)
  2. Reproduction or other supply costs as deemed necessary by the Department.
- F. Personnel mobilization to local home office will not be paid.
- G. The CM shall provide to the Department Project Manager, on a monthly basis, progress reports that describe the work performed, problems encountered, person-hours expended by each member of the Consultant firm(s), and the total cost of CM services on each task order during the reporting period. Progress reports shall be delivered to the Department Project Manager, within one (1) week of the monthly reporting period and shall be attached to the invoices when submitted for payment.

### **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 that best satisfies the needs of the Department based on the requirements of this Request for Qualifications. The Department reserves the right to award more than one contract, using the criteria defined in this Request for Qualifications, if, in the Department's judgment, there is more than one qualified firm to fulfill the commitments.
- B. The term of the contract shall be for a period of up to one (1) year with three (3) one-year options to renew.
- 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 CSB/MBE/FBE subcontractors the City determines that the successful Consultant and its CSB/MBE/FBE 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 CSB/MBE/FBE subcontractors not to be functioning in good faith or in non-compliance with the nondiscrimination provisions of this contract the City shall impose such sanctions as it may determine to be appropriate, including but not limited to (i) cancellation, termination or suspension of the contract; or (ii) suspension from participation in future CLE contracts.

- E. The City may terminate the contract for cause and without any prior notice should the 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 of Qualifications in response to this Request for Qualifications, 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 Request for Qualifications.
- I. The contract to be awarded under this Request for Qualifications 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 Federal Aviation Administration or the Transportation Security Agency. Adherence to all federal/state laws and regulations, and airport regulations and policy regarding access to certain airport areas is a requirement of these Contracts. Failure to comply with appropriate security requirements may be grounds for loss of security access and/or Contract termination.
- K. Consultant or subconsultant 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 consultant signs with a subcontractor or subconsultant.

### 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. If the Consultant has doubt as to whether an area or field of expertise may potentially

be used on the project, then strongly encouraged is a subcontractor/subconsultant with this specialty be provided with the list of subcontractors/subconsultants intended to be part of the Consultant's project team. Adding subcontractors/subconsultants later into the project will require the City of Cleveland's Board of Control approval and, depending on the specialty, may stop progress on the project. Subcontractors/subconsultants not approved by the Board of Control will not be allowed to work on the Project in any aspect.

### 3.3 Insurance.

The successful Consultant, at its expense, shall at all times during the term of the contract resulting from this Request for Qualifications, 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 Consultant, 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.

- A. Comprehensive General Liability Insurance. The comprehensive general liability insurance policy ("CGL") shall (1) be occurrence type; (2) name City as an additional insured; (3) have limits of not less than a combined single limit of Five Million Dollars (\$5,000,000.00), covering the successful Consultant and the City as their interest may appear, for any one incident; and (4) be primary with respect to Contractor's general liability, notwithstanding any other insurance covering City. If Contractor shall use motor vehicles on the aircraft ramps, taxiways or runways of the Airport and such vehicles are not escorted by escorts authorized and approved by the City, the limit of the CGL insurance required to be maintained by the Contractor shall be increased to a limit of not less than Ten Million Dollars (\$10,000,000.00), covering the successful Consultant and the City as their interest may appear, for each occurrence.
- B. Business Automobile Liability Insurance. The business automobile liability insurance policy shall cover each automobile, truck or other vehicle used in the performance of the services in an amount not less than a combined single limit of Five Million Dollars (\$5,000,000.00), covering the successful Consultant and the City as their interest may appear, for any one incident for bodily injury (including death at any time occurring) and property damage per occurrence for any work and/or access to the landside area of the Airport and a combined single limit of Ten Million Dollars (\$10,000,000.00), covering the successful Consultant and the City as their interest may appear, for any one incident for bodily injury (including death at any time occurring) and property damage per occurrence for any work and/or access to the airside area of the Airport.
- C. Professional liability insurance (including errors and omissions) shall have limits of not less than One Million Dollars (\$1,000,000.00) each occurrence and subject to a deductible each occurrence of not more than Fifty Thousand Dollars (\$50,000.00) per occurrence and in the aggregate and if not written on an occurrence basis, shall be maintained for a period of not less than two (2) years following the completion of the services provided under the contract.
- D. Workers' compensation and employer's liability insurance as provided under the laws of the state of Ohio. Notwithstanding the foregoing successful Consultant 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 Consultant shall save the City harmless from any and all liability from or under said act.

- E. Successful Consultant shall maintain statutory unemployment insurance protection for all its employees.
- F. The policy or policies shall be with companies authorized to do business in the State of Ohio and rated "A" or above by A. M. Best Company or its equivalent.
- G. 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."
- H. Maintain such other insurance policies as may be reasonably required by the City.

#### **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.

- 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 on as-required to the Department's satisfaction and in accordance with the tasks specified, unless otherwise directed by the Department.
- B. All work performed by the Consultant shall be under the direction of the Department's Project Manager.
- C. At all meetings, initiated by the Department or the Consultant, held in connection with the project, the Consultant shall take minutes of all topics discussed and decisions or conclusions reached. Within two (2) days, the Consultant shall prepare a formal set of meeting minutes and action items and submit the 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 turned over 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. The successful Consultant shall attend meetings 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. Provide responses to questions or issues which may be raised by FAA representatives during project reviews and audits.
- L. Provide progress reports, including work accomplished; tasks yet to be accomplished; any issues which have arisen which need the Department's assistance in order to obtain resolution and a description of the percentage of the work completed, in hard copy and electronically (in Microsoft or other pre-approved format).
- M. Provide a minimum of three (3) hard copies and three (3) electronic copies on CD-ROM of each completed work product, including a detailed executive summary. Additional copies may be requested on an as-needed basis.

## **5. GENERAL INFORMATION**

### **5.1 Submission of Statement**

- A. Each Consultant shall provide all information requested by the City in this Request for Qualifications. Consultants must organize their packages to address each of the elements outlined and in the same order listed in Section 7 of this Request for Qualifications.

- B. Consultants are advised to carefully read and complete all information requested in the Request for Qualifications. If the Consultant's response to this Request for Qualifications does not comply with the conditions for submittal, it shall be considered unacceptable by the City and may be rejected without further consideration.
- C. The City wishes to promote the greatest feasible use of recycled and environmentally sustainable products and to minimize waste in its operations. To that end, all Statements should comply with the following guidelines: Unless absolutely necessary, copies should minimize or eliminate use of non-recyclable or non-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 reject any Statement that is incomplete or unresponsive to the requests or requirements of this Request for Qualifications. The City reserves the right to reject any or all Statements and to waive and accept any informality or discrepancy in the Statement or the process as may be in the City's best interest.
- D. All Statements will remain in effect and be subject to selection by the City until the earlier of the execution of a final contract or one hundred eighty (180) calendar days after the deadline for Statement submission ("Statement Expiration Date"). Until the Statement Expiration Date, Consultant agrees that its Statement shall remain in effect, as submitted, and subject to selection by the City.

### 5.3 Supplemental Information

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

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

Prospective Consultants are advised that in order to enter into a contract with the City of Cleveland, for providing the services outlined in this Request for Qualifications, the successful Consultant must be determined to be in compliance with policies and procedures of the City's Office of Equal Opportunity ("OEO"). Accordingly, prospective Consultants are required to complete the attached Office of Equal Opportunity Schedules 1 through 4 and submit those materials with its Statement. All schedules must be completed, signed and dated; or the submittal may be considered non-responsive. The completed schedules will be submitted to the City's Office of Equal Opportunity for evaluation. The Successful Consultant will be required to submit to the City's Office of Equal Opportunity a comprehensive work force evaluation and an affirmative action plan no later than sixty (60) days after entering into a contract with the City.

The City of Cleveland has established a Cleveland Area Small Business ("CSB") subcontracting goal of **ten percent (10%)** for this project. Please complete Schedule 2 – Schedule of Subcontractor Participation and provide a detailed plan with your Statement indicating how CSBs will be utilized during the project.

Any and all proposed subcontractors, whether City certified or not, must be divulged and listed in the sealed Statement. Include all proposed subcontractors on OEO Schedule 2. A Schedule 3 is also required for each proposed subcontractor that is CSB, MBE, FBE, LPE, or SUBE certified. However, a Schedule 3 is not required for proposed subcontractors who are not City-certified as a CSB, MBE, FBE, LPE, or SUBE. If OEO Schedule 2 is not included in the Statement documents, you must submit a proposed subcontractor list on a separate, signed sheet of paper, listing the name, address, type of work or materials, and total subcontractor amount for each and every subcontractor that you propose to use on the contract.

All proposed subcontractors listed in your Statement must receive written Board of Control approval in advance. The subcontractors you propose in your sealed Statements will be considered the subcontractors that you will use in the contract if awarded to you. See **Exhibit "A"** regarding the City's Sub-contractor Addition and Substitution Policy and Procedure. The City reserves the right to approve an award, but not approve a proposed subcontractor.

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

In addition, the City of Cleveland is firmly committed to assisting Minority Business Enterprises (“MBEs”) and Female Business Enterprises (“FBEs”) through its contracting activities, and the City intends to contract with firms that share that commitment. Consultants shall make every effort to use MBEs and FBEs as subcontractors where available and practical.

Please be aware that the participation of CSB/MBE/FBE firms listed in your Statement will be monitored by the City’s Office of Equal Opportunity throughout the duration of the contract. The successful Consultant will be responsible for providing the City’s Office of Equal Opportunity with any and all information necessary to facilitate this monitoring, including subcontractor agreements, invoices and cancelled checks. Successful Consultants performing on CLE projects have a dual reporting requirement. Successful Consultants will be required to provide subcontractor agreements to the Emerging Business Enterprise Development Office. **Additionally, successful Consultants and subcontractors (Non-CSB/MBE/FBE and CSB/MBE/FBE) will be required to enter all payments and invoice information associated with the contract into the PRISM monitoring system (canceled checks and invoices must be scanned and attached to the file). Successful Consultants and subcontractors will also be required to enter all payments, invoices and certified payrolls (where applicable) into the B2Gnow software.**

If the successful Consultant fails to fulfill the CSB participation percentages set forth in this Request for Qualifications, the successful Consultant may be subject to any and all penalties listed in Section 187.20 of the Cleveland Codified Ordinances.

**Note: The submission of the referenced forms is not required with the response to this Request for Qualifications. These forms will only be submitted by the firm 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 CSB/MBE/FBE firms and the anticipated percentages must be identified in the submittal.**

It is the City’s objective that the CSB/MBE/FBE performs a commercially useful function. A CSB/MBE/FBE is considered to perform a commercially useful function when it is independently responsible for the execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing and supervising the work involved. In light of industry practices and other relevant considerations, the CSB/MBE/FBE must have a necessary and useful role in the transaction of a kind for which there is a market outside the context of the CSB/MBE/FBE program.

If you have any questions in regard to either the City’s Office of Equal Opportunity’s requirements and/or its other contracting goals, please contact the Office of Equal Opportunity at (216) 664-4152.

The successful Consultant is a “contractor” within the meaning of Chapter 187 of the Codified Ordinances of Cleveland, Ohio, 1976. During the term of the contract, the successful Consultant shall comply with all terms, conditions and requirements imposed on a “contractor” in the Equal Opportunities Clause, Section 187.22 of the Codified Ordinances.

### 5.5 Outreach Events

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

### 5.6 Equal Opportunity Clause

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

### 5.7 Short-listing

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

### 5.8 Execution of Contract

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.

### 5.9 Familiarity with Request for Qualifications; Responsibility for Statement

By submission of a Statement, the Consultant acknowledges that it is aware of and understands all requirements, provisions and conditions in the Request for Qualifications and that its failure to become familiar with all the requirements, provisions, conditions and information either in this Request for Qualifications or disseminated either at a pre-qualification conference or by addendum issued prior to the Statement submission deadline, and all circumstances and conditions affecting performance of the services to be rendered by the 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.

### 5.10 Anticipated Statement Processing

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

Release of Request for Qualifications	Thursday, April 9, 2015
Pre-qualification Conference	Monday, April 20, 2015
Deadline for Inquiries	Wednesday, April 29, 2015
Written Response to Inquiries	Monday, May 4, 2015
Deadline for Statements	Friday, May 15, 2015

### 5.11 Interpretation of Statement Document

- A. If any prospective Consultant finds discrepancies or omissions in this Request for Qualifications or if there is doubt as to the intended meaning of any part of this Request for Qualifications, 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 Wednesday, April 29, 2015. Requests for clarification or interpretation may be submitted via e-mail to [rosborne@clevelandairport.com](mailto:rosborne@clevelandairport.com).
- B. **The City is not responsible for any explanation, clarification, interpretation, representation or approval made concerning this Request for Qualifications or a Statement given in any manner except by written addendum.** The City will post online each addendum issued for this Request for Qualifications. Any addenda so issued are a part of and incorporated into this Request for Qualifications 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 general engineering design and/ or construction services for public agencies.
2. Have previous experience in professional general engineering design services for other airports; or employ a designated staff member with airport experience. Have previous experience in airport construction projects or employ a designated staff member with airport construction 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.
5. Firms must demonstrate experience in establishing and maintaining constructive relation with project stakeholders and the community.

## 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 general engineering consulting services and/or construction services to the Airports. 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, as 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 general engineering services to medium or large hub airports. 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 at the Airport, 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 Request for Qualifications and the Airport as well as discuss methods/models that would address key issues.
- E. Key Staff: Consultants should indicate the key staff proposed for this contract, setting forth the specific responsibilities and availability of each proposed key staff person. Provide for each proposed key staff person a one page resume detailing both general experience and specific experience related to the services as defined in this Request for Qualifications.

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

1. Personnel proposed shall have the desired qualifications and experience in his/her area of expertise. It is preferred key staff experience cited be within the past ten years.
2. Individuals proposed and accepted by the Department as personnel for this contract are expected to remain dedicated to the contract.
3. In the event any key staff person(s) becomes unavailable for continuation of the work assignment, the Successful Firm shall replace said individual(s) with personnel of equal ability and qualifications. However, any changes to designated key staff personnel require the prior written approval of the Department. If acceptable, changes shall be in effect without additional cost to the Department and without formal modification of the contract.
4. The successful 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 Airport regulations and policy regarding access to certain Airport areas is a requirement of this contract. Failure to comply with appropriate security requirements may be grounds for loss of security access and/or contract termination.
- F. Management Approach: Provide an 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 CLE and BKL 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 general engineering and construction services. Be specific as to how and why the firm decided to approach the project a certain way. This case history should address the following elements: (i) concept; (ii) strategy; and (iii) supporting tactics (e.g. traffic forecast). The sample must have been developed within the past three (3) years. In addition, provide examples and discuss in narrative the firm's capacity to produce quality materials in written, graphic and pictorial form.
- H. CSB/MBE/FBE Participation: Firms shall submit the names of persons, subcontractors, joint ventures or others to be used in meeting CSB/MBE/FBE goals or requirements. A list with the firm(s) location shall be included in the submittal along with an estimate of anticipated percentage of work to be subcontracted to CAB/MBE/FBE and Non CSB/MBE/FBE proposed subconsultants.
- 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 Request for Qualifications: (i) Northern Ireland Fair Employment Practices Disclosure; (ii) Request

for Taxpayer Identification Number and Certification; (iii) Affidavit; and (iv) Non-Competitive Bid Contract Statement for Calendar Year 2015.

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 Request for Qualifications. Questions must be submitted, in writing, to the Procurement Section of the Department of Port Control, 5300 Riverside Drive, P. O. Box 81009, Cleveland, Ohio 44181-0009 no later than Wednesday, April 29, 2015. The Department will provide answers to question via an Addendum posted on-line. Questions may be submitted via e-mail to [rosborne@clevelandairport.com](mailto:rosborne@clevelandairport.com). Verbal responses given by representatives of the City at any time may not be relied upon by the Consultant in submitting its Statement or in the performance of its obligations under the Request for Qualifications.

## 9. DISQUALIFICATION OF CONSULTANT/ STATEMENT

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

Although the City prefers that each Consultant submit only one Statement including all alternatives to the Statement that the Consultant desires the City to consider, it will accept Statements from different business entities or combinations having one or more

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

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

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

## **10. EVALUATION OF STATEMENTS**

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

The City shall apply an Evaluation Credit of two percent (2%) of the total points awarded for a Statement received from a Local Producer and two percent (2%) of the total points awarded for a Statement received from a Local Sustainable Business provided that the maximum total Evaluation Credit applied shall not exceed four percent (4%). The Evaluation Credit to be added is solely for the purpose of Statement comparison when evaluating competing Statements. The use of Evaluation Credits does not alter the Statement submitted by a Consultant or the contract executed based on the Statement. As used herein "Local Producer" and "Local Sustainable Business" are defined in City of Cleveland Ordinance No. 1660-A-09 (Refer to **Exhibit "B"** attached hereto).

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

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

---

---

## NORTHERN IRELAND FAIR EMPLOYMENT PRACTICES DISCLOSURE

INSTRUCTIONS: Pursuant to Codified Ordinance Sec. 181.36, the information requested on this page must be supplied by all contractors and any subcontractors having more than a fifty percent (50%) interest in the proposed contract prior to any contract being awarded by the City of Cleveland. Any contractor or subcontractor who is deemed to have made a false statement shall be declared to have acted in default of its contract and shall be subject to the remedies for default contained in its contract. For failure to cure such a default, the contractor or subcontractor shall be automatically excluded from bidding for the supply of any goods or services for use by the City for a period of two years.

CHECK, WHICHEVER IS APPLICABLE:

A. (    ) The undersigned or any controlling shareholder,\* subsidiary, or parent corporation of the undersigned is NOT ENGAGED IN ANY BUSINESS OR TRADING FOR PROFIT IN NORTHERN IRELAND. (If paragraph A. is checked, proceed to the signature line.)

B. (    ) The undersigned or any controlling shareholder,\* subsidiary, or parent corporation IS ENGAGED IN ANY BUSINESS OR TRADING FOR PROFIT IN NORTHERN IRELAND. (If paragraph B is checked, please either check the stipulation contained in paragraph C or attach documentation that shows that the undersigned has complied with the stipulation contained in paragraph C.)

C. (    ) The undersigned and all enterprises identified in paragraph B. are TAKING LAWFUL AND GOOD FAITH STEPS TO ENGAGE IN FAIR EMPLOYMENT PRACTICES WHICH ARE RELEVANT TO THE STANDARDS EMBODIED IN THE "MacBRIDE PRINCIPLES FOR FAIR EMPLOYMENT IN NORTHERN IRELAND." A copy of the MacBride Principles can be obtained from the office of the Commissioner of Purchases and Supplies. in lieu of checking this paragraph, the undersigned must attach documentation which the undersigned believes shows compliance with the stipulation contained in this paragraph C.

\_\_\_\_\_  
Name of Contractor or Subcontractor

By: \_\_\_\_\_

Title: \_\_\_\_\_

\* Controlling shareholder" means any shareholder owning more than fifty percent (50%) of the stock in the corporation or more than twenty-five percent (25%) of the stock in the corporation if no other shareholder owns a larger share of stock in the corporation.

## Request for Taxpayer Identification Number and Certification

Give form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>3</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>3</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity <sup>3</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.consumer.gov/idtheft](http://www.consumer.gov/idtheft) or 1-877-IDTHEFT(438-4338).

Visit the IRS website at [www.irs.gov](http://www.irs.gov) to learn more about identity theft and how to reduce your risk.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

NOTE: Sections 181.23 and 185.04 of The Codified Ordinances of Cleveland, Ohio 1976 require that this affidavit, properly executed and containing all required information, accompany your bid. IF YOU FAIL TO COMPLY, YOUR BID WILL NOT BE CONSIDERED.

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_



SS

AFFIDAVIT

\_\_\_\_\_ being first duly sworn deposes and says:

**Individual only:**

That he/she is an individual doing business under the name of \_\_\_\_\_

at \_\_\_\_\_, State of \_\_\_\_\_

**Partnership only:**

That he/she is the duly authorized representative of a partnership doing business under the name of \_\_\_\_\_

\_\_\_\_\_ in the City of \_\_\_\_\_

\_\_\_\_\_, State of \_\_\_\_\_

**Corporation only:**

That he/she is the duly authorized, qualified and acting \_\_\_\_\_ of \_\_\_\_\_

\_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_;

and that said individual, said partnership or said corporation, is filing herewith a bid to the City of Cleveland in conformity with the foregoing specifications;

**Individual only:**

Affiant further says that the following is a complete and accurate list of the names and addresses of all persons interested in said proposed contract: \_\_\_\_\_

\_\_\_\_\_  
Affiant further says that he/she is represented by the following attorneys: \_\_\_\_\_

\_\_\_\_\_  
and is also represented by the following resident agents in the City of Cleveland: \_\_\_\_\_

**Partnership only:**

Affiant further says that the following is a complete and accurate list of the names and addresses of the members of said partnership: \_\_\_\_\_

\_\_\_\_\_  
Affiant further says that said partnership is represented by the following attorneys: \_\_\_\_\_

\_\_\_\_\_  
and is also represented by the following resident agents in the City of Cleveland: \_\_\_\_\_

Corporation only:

Affiant further says that the following is a complete and accurate list of the officers, directors and attorneys of said corporation:

- President
- Vice President
- Secretary
- Treasurer
- Cleveland Manager or Agent
- Attorneys

And that the following officers are duly authorized to execute contracts on behalf of said corporation:

---



---



---

Affiant further says that the bid filed herewith is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not, directly or indirectly, induced or solicited any other bidder to put in a false or sham bid, and has not, directly or indirectly, colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit or cost element of such bid price or that of any other bidder, or to secure any advantage against the City of Cleveland or anyone interested in the proposed contract; that all statements contained in such bid are true; that said bidder has not, directly or indirectly, submitted his bid price or any break-down thereof or the contents thereof, or divulged information or data relative thereto, or paid or agree to pay, directly or indirectly, any money or other valuable consideration for assistance or aid rendered or to be rendered in procuring or attempting to procure the contract above referred to, to any corporation, partnership, company, association, organization or to any member or agent thereof, or to any other individual, except to such person or persons as hereinabove disclosed to have a partnership or other financial interest with said bidder in his general business; and further that said bidder will not pay or agree to pay, directly or indirectly, any money or other valuable consideration to any corporation, partnership, company, association, organization or to any member or agent thereof, or to any other individual, for aid or assistance in securing contract above referred to in the event the same is awarded to \_\_\_\_\_

(name of individual, partnership or corporation)

Further affiant said not.

(Sign Here) 

Sworn to before me and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_

20\_\_

\_\_\_\_\_  
Notary Public



**NON-COMPETITIVE BID CONTRACT  
STATEMENT FOR CALENDAR YEAR 2015  
(ALL DEPARTMENTS/OFFICES)**

This statement, properly executed and containing all required information must be completed. **IF YOU FAIL TO COMPLY, YOUR PROPOSAL WILL NOT BE CONSIDERED.**

Entity Name: \_\_\_\_\_

Entity's Mailing Address: \_\_\_\_\_

**COMPLETE SECTION I, II, OR III BELOW, WHICHEVER IS APPROPRIATE, AND SECTION IV.**

**NOTE:** For purposes of this Statement, the "Mayor" and "Mayor's Committee" means Frank G. Jackson and the Frank G. Jackson For A Better Cleveland Committee, respectively.

**SECTION I. TO BE COMPLETED BY NON-PROFIT CORPORATIONS AND GOVERNMENTAL ENTITIES.**

If you are recognized by the IRS as a non-profit corporation or are a governmental entity, mark the appropriate designation below and proceed to the indicated section(s).

\_\_\_\_\_ NON-PROFIT CORPORATION      **GO TO SECTIONS III and IV.**

\_\_\_\_\_ GOVERNMENTAL ENTITY      **GO TO SECTION IV.**

**SECTION II. TO BE COMPLETED BY INDIVIDUALS, SOLE PROPRIETORSHIPS, PARTNERSHIPS, INCORPORATED PROFESSIONAL ASSOCIATIONS, UNINCORPORATED ASSOCIATIONS, ESTATES AND TRUSTS.**

The above-named entity is a (Please mark appropriate designation):

\_\_\_\_\_ SOLE PROPRIETORSHIP      \_\_\_\_\_ TRUST

\_\_\_\_\_ INCORPORATED PROFESSIONAL ASSOCIATION      \_\_\_\_\_ ESTATE

\_\_\_\_\_ UNINCORPORATED ASSOCIATION      \_\_\_\_\_ PARTNERSHIP

\_\_\_\_\_ LIMITED LIABILITY COMPANY      \_\_\_\_\_ JOINT VENTURE

For purposes of Section II, a "principal" means an individual, an owner, a partner, a shareholder, a member, an administrator, an executor or trustee connected with the above-named entity, or the spouse of any of them.

**PLEASE READ PARAGRAPHS ( A ) and ( B ) and mark the appropriate paragraph. If paragraph ( B ) is checked, the City of Cleveland is prohibited by Section 3517.13 of the Revised Code from awarding a non-competitively bid contract over \$500.00 to the entity during calendar year 2015 unless Council makes a direct award.**

\_\_\_\_\_ ( A ) NO ONE PRINCIPAL of the above named entity made one or more contributions to the Mayor or the Mayor's Committee between January 1, 2013 and December 31, 2014 that totaled in excess of \$1,000.00 per individual. (This paragraph also applies if no principal of the above-named entity made any contributions to the Mayor or the Mayor's Committee).

\_\_\_\_\_ ( B ) ONE OR MORE PRINCIPALS of the above named entity made, as individual(s), one or more contributions to the Mayor or the Mayor's Committee between January 1, 2013 and December 31, 2014 that totaled in excess of \$1,000.00.

**SECTION III. TO BE COMPLETED BY NON- PROFIT AND FOR-PROFIT CORPORATIONS AND BUSINESS TRUSTS.**

\_\_\_\_\_ NON-PROFIT CORPORATION                      \_\_\_\_\_ FOR-PROFIT CORPORATION  
\_\_\_\_\_ BUSINESS TRUST (OTHER THAN INCORPORATED PROFESSIONAL ASSOCIATIONS)

For purposes of Section III, a "principal" means an individual or an entity owning more than 20% of the corporation or business trust or the spouse of any such individual.

**PLEASE READ PARAGRAPHS ( A ) ( B ) ( C ) and ( D ) and mark the appropriate paragraph. If paragraph ( C ) is checked, the City of Cleveland is prohibited by Section 3517.13 of the Revised Code from awarding a non-competitively bid contract over \$500.00 to the entity during calendar year 2015 unless Council makes a direct award. If paragraph ( D ) is checked, the City of Cleveland is prohibited by Section 3599.03 from awarding a contract to the non-profit corporation.**

- \_\_\_\_\_ ( A ) NO INDIVIDUAL or entity owned more than 20% of the corporation or business trust between January 1, 2013 and December 31, 2014.
- \_\_\_\_\_ ( B ) NO PRINCIPAL of the above named entity made, as an individual, one or more contributions to the Mayor or the Mayor's Committee between January 1, 2013 and December 31, 2014 that totaled in excess of \$1,000.00. (This paragraph also applies if no principal of the above-named entity made any contributions to the Mayor or the Mayor's Committee).
- \_\_\_\_\_ ( C ) ONE OR MORE PRINCIPALS of the above named entity made one or more contributions to the Mayor or the Mayor's Committee between January 1, 2013 and December 31, 2014 that totaled in excess of \$1,000.00 individual.
- \_\_\_\_\_ ( D ) FUNDS OF THE NON-PROFIT CORPORATION were contributed to the Mayor or the Mayor's Committee at any time.

GO TO SECTION IV.

**SECTION IV. TO BE COMPLETED BY ALL ENTITIES.**

I do hereby state that I have legal authority to complete this statement on behalf of the above-named entity and to the best of my knowledge and belief the answers herein are true and complete.

Print Name \_\_\_\_\_ Print Title \_\_\_\_\_  
 Signature \_\_\_\_\_ Date \_\_\_\_\_  
 Telephone No. \_\_\_\_\_  
 (Area Code) \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS:  
 COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public in and for said County and State, personally appeared the above-named \_\_\_\_\_, who acknowledged that (he/she) did sign the foregoing statement and that the same is (his/her) free act deed, personally and as duly authorized representative of \_\_\_\_\_, and the free act and deed of the entity on whose behalf (he/she) signed.

Notary Public \_\_\_\_\_  
 Date \_\_\_\_\_

**FOR MAYOR'S OFFICE USE ONLY**

\_\_\_\_\_ ELIGIBLE \_\_\_\_\_  
 \_\_\_\_\_ INELIGIBLE \_\_\_\_\_  
 DATE \_\_\_\_\_



# **Subcontractor Addition and Substitution**

## **Policy and Procedure**

**Mayor Frank G. Jackson**

**EFFECTIVE DATE:** November 1, 2011

Direct Questions to: Commissioner James E. Hardy (216) 664-2629

# Sub-contractor Addition and Substitution Policy and Procedure

## Purpose

The purpose of this Policy is to state the policies and practices which all City departments should follow to obtain the previous written Board of Control consent required for a City contractor to add a subcontractor, or to substitute one subcontractor for another subcontractor, under a City contract.

## Policy and Procedure

Each subcontractor proposed for a City contract, whether for a purchase, public improvement, or professional services, must be approved by the Board of Control (the "BOC") *prior* to the commencement of work and or services by the subcontractor. Subcontractor approval will be considered by the BOC upon recommendation of the department Director. A subcontractor identified as a certified Cleveland-Area Small Business ("CSB"), a Minority Business Enterprise ("MBE"), or a Female Business Enterprise ("FBE") (each generically also a "certified sub-contractor") proposed for a contract, whether as an additional or substitute subcontractor, must also be verified as such by the Office of Equal Opportunity ("OEO").

**Note:** The City assumes no obligation to pay, and will not pay, a contractor for any work and or services performed by a sub-contractor on the contract prior to Board of Control approval of that sub-contractor.

Except upon occurrence of an emergency requiring immediate use of a subcontractor to prevent an interruption of public service or endangerment of public health, safety or welfare as declared and determined solely by the Director, the prime contractor is responsible for submitting all required supporting documentation to the contracting department Director, through the designated Project Manager for the contract (the "Project Manager"), if any, no less than 3 (three) weeks in advance of the date the additional or substitute subcontractor is needed on the project, to allow time for internal and BOC approvals without delay or interruption of the project.

**Note:** The Director will not grant any City contractor additional time to meet project deadlines, and will not authorize or pay additional compensation or delay damages of any kind arising from the contractor's inability to add or substitute a subcontractor because the contractor failed to submit the approval request and supporting documentation at least 3 (three) weeks in advance of the date the additional or substitute sub-contractor is needed.

The contracting department Project Manager, if any, for a particular contract will serve, on behalf of the department Director, as the primary contact for the prime contractor. The contracting department Director is responsible for assessing the completeness and sufficiency of the supporting documentation received from the prime contractor and subcontractor, for timely processing of the documentation through the appropriate internal department review(s) and approval(s) and forwarding to the OEO, if required, for evaluation and approval prior to any placement on the Board of Control agenda and for submitting the appropriate Board of Control resolution for approval.

***Substitution for a Certified Subcontractor.*** A contractor must provide the contracting department director, through the Project Manager, written justification for any proposed substitution for a certified sub-contractor.

When obtaining one or more substitutes for a certified subcontractor, a contractor shall make a good-faith effort to fulfill or exceed its original certified subcontractor utilization commitment or the contract goal(s) for the contract, whichever is greater. (Section 187.13 C.O.) The contractor shall document its good-faith effort by submitting complete, revised OEO Schedules 2 and 3 to the contracting department Director, through the Project Manager, with its request to the City for approval.

***Note:*** The OEO shall evaluate each subcontractor addition and substitution for increased CSB, MBE, or FBE participation even if the original contract had no certified sub-contractor participation.

***Federally Funded Projects.*** For projects funded directly or indirectly by the federal government where the contracting department is responsible for monitoring Disadvantaged Business Enterprise ("DBE") participation, the department's monitoring unit shall perform the role otherwise performed by OEO. The supporting documentation for the evaluation and approval of an additional or substitute DBE subcontractor must be forwarded to OEO for information purposes. The department Director shall also submit any necessary supporting documentation with its request for Board of Control approval.

***Monitoring and Enforcement.*** The Project Manager shall, under direction of the department Director, verify that the contractor's subcontractor utilization complies with the Board of Control's subcontractor approval(s) by reviewing the contractor's documentation and by worksite visits. The presence on the Project worksite of any subcontractor not previously approved by the Board of Control shall be immediately reported to the department Director for action.

The Project Manager shall maintain copies of all verification records in the contracting department.

***Penalties for Non-Compliance.*** The Project Manager will document and report any findings of non-compliance with this Policy by a contractor to the contracting

department Director. The department Director will then submit a copy of the findings, and a recommendation for action or no action, to the Director of Law. If non-compliance with Chapter 187 C.O. is found regarding a certified sub-contractor, the department Director must also submit a copy of the findings to the Director of the OEO for determination of sanction(s) or penalty (ies) under that chapter and/or under the contract terms.

**Ordinance No. 1660-A-09**

(As a substitute for Ord. No. 1660-08)

Mayor Jackson and  
Council Member Cimperman

**AN ORDINANCE**

To supplement the Codified Ordinances of Cleveland, Ohio, 1976, by enacting new Sections 187A.01 to 187A.06 and 187A.99, relating to the Local Producer, Local-Food Purchaser, and Sustainable Business Preference Code.

WHEREAS, large purchasers of goods and materials such as the City of Cleveland can strengthen the regional economy by procuring a greater percentage of their purchases from local businesses; and

WHEREAS, purchasing local products will reduce the City of Cleveland's carbon footprint by reducing the distance that goods travel from factories and farms to the city, thereby decreasing the amount of harmful emissions; and

WHEREAS, the Greater Cleveland region has a vibrant manufacturing, industrial, and food production history and we are continuing to strengthen our local economy by supporting local producers; and

WHEREAS, purchasing local goods and materials will increase the City of Cleveland's self-reliance and resiliency, as well as acting as a model for local purchasing policies that support both local and regional business development and economic growth; and

WHEREAS, encouraging local businesses to follow sustainable practices will expedite their participation in high-growth sectors of the economy such as renewable energy, recycling, green building, zero waste and other sustainable businesses, which in turn will encourage more graduates to remain in the Greater Cleveland region and attract new talent to the region; now, therefore

**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CLEVELAND:**

**Section 1.** That the Codified Ordinances of Cleveland, Ohio, 1976, are supplemented by enacting new Sections 187A.01 to 187A.06 and 187A.99, to read as follows: