



Request for Qualifications

Cleveland Hopkins International Airport

Environmental Analytical and Regulatory Services

Issued: October 30, 2023

**Department of Port Control
Cleveland Hopkins International Airport**

5300 Riverside Drive

P.O. Box 81009

Cleveland, Ohio 44181-0009

Phone: 216-265-2693

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ATTACHMENTS:

- Northern Ireland Fair Employment Practices Disclosure
- Request for Taxpayer identification Number
- Affidavit
- Non-Competitive Bid Contract Statement for Calendar Year 2023
- Disadvantaged Business Enterprises Schedules

EXHIBITS:

- Exhibit “A” Sub-contractor Addition and Substitution Policy
- Exhibit “B” Local Producer/Local Sustainable Business Ordinance
- Exhibit “C” Federal Aviation Administration (“FAA”) Contract Provisions

INTRODUCTION

The City of Cleveland (“City”), owner and operator of Cleveland Hopkins International Airport (“CLE”), Burke Lakefront Airport (“BKL”) (together “Airports”) and harbors, through its Director of the Department of Port Control (“Director”), invites written Statements of Qualifications (“Statement”) from qualified firms, that have the requisite, demonstrable competence and experience in, and a thorough knowledge of, Environmental Analytical and Regulatory Services (the “Project”) as more fully described in this Request for Qualifications (“RFQ”). 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 services required for the Project.

A non-mandatory pre-qualification meeting will be held on **Friday, November 3, 2023, at 10 a.m. local time, via WebEx Meeting. To call into the meeting call 1-415-655-0002 and the access code is 2634 347 9822.** At that time, interested parties may ask questions pertaining to this RFQ. **Those planning to attend the pre-qualification conference must register by 4:00 p.m. on Thursday, November 2, 2023, by e-mail to SMuia@clevelandairport.com.** When registering, it will be necessary to provide the names of all attendees. It is also advantageous to provide e-mail addresses for all attendees, although it is not required. After registering you will receive the link to the WebEx meeting presentation. Firms 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 **Wednesday, December 6, 2023.** No Statement shall be accepted after that time unless such date or time is extended pursuant to a written addendum issued by the City.

Sealed Statements may be mailed to the address below and must be identified on the outside of the envelope(s) as: **Statement –Environmental Analytical and Regulatory Services.**

Cleveland Airport System
Department of Port Control
2nd Floor Administrative Offices
5300 Riverside Drive
P. O. Box 81009
Cleveland, Ohio 44181-0009
Attention: Sharri Muia, Contracts & Procurement Manager

Firms may also elect to submit their Statement electronically. Please send the electronic Statement submission to airportprocurement@clevelandairport.com. All electronic submissions must be received no later than **4:00 p.m. local time on Wednesday, December 6, 2023.**

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

The Department of Port Control (“Department”) has instituted a program whereby interested parties may receive this RFQ 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 RFQ:

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

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

NOTE: In an effort to comply with the City of Cleveland’s green initiatives, the Department will advertise all 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 Environmental Analytical and Regulatory Services RFQ 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 Sharri Muia via e-mail: SMuia@clevelandairport.com as confirmation of receipt and interest.

1. BACKGROUND

The City of Cleveland, owner, and operator, of the Airports, is inviting Statements from qualified Consultants, with demonstrated experience in, and a thorough knowledge of, Environmental Analytical and Regulatory Services to support the Department in its efforts to comply with regulatory permits and orders issued to the Airports or the Department’s Harbor resources and to serve as consultant, to the Department, as required, as part of this Project.

By issuing this RFQ, 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 Scope.

The selected firm would provide on-call, task oriented services that would address airport environmental needs. Such services would typically be performed pursuant to guidelines propagated by federal and/or state agencies. Specific task assignments are expected to vary depending upon the Department’s needs throughout the duration of the contract period. These services include a mix of anticipated and unanticipated tasks.

All environmental analytical and regulatory services shall be in compliance with all directions, rules and procedures prescribed by the City and all present and future laws, ordinances, orders, directives, codes, rules and regulations of the federal, state and local governmental agencies, including those of the City, which may be applicable to the Project and comply with standard procedures and methods. Selected Consultant shall obtain all necessary permits to conduct any work required.

The scope of the contract shall encompass the defined scope of work. This RFQ does not attempt to define all of the contract needs nor detail them. Rather, it is flexible and allows for the credentials of the selected Consultant to be demonstrated in the areas of expertise necessary to the contract. Please refer to Section 2.2 - Scope of Services and Section 7 – Statement Content, for more details regarding project services and preferred qualifications and experience.

2.2 Scope of Services.

The selected Consultant will, on a task order basis, be expected to provide services and perform in the categories that follow. In addition to the identified services, the selected Consultant will be required to provide regulatory reporting services, including consultation and report generation, as required by applicable law and regulatory agency (e.g. USEPA, Ohio EPA, DOT, etc.). Consultants shall demonstrate, in their Statement, their knowledge of reporting requirements and compliance strategies.

The selected Consultant shall provide the necessary equipment, facilities, utilities, labor, supervision, management, administration, technical support and consumables, as needed, to facilitate the work, without delay of normal airport operations, and completion of the work in a timely fashion and shall comply with all necessary reporting timeframes throughout the duration of the contract period. These services include a mix of anticipated and unanticipated tasks.

The City has established the following scope of services to be provided by the selected 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 procurement process; (ii) incorporate any City requirements adopted after the publication of this RFQ; and (iii) incorporate any other changes it deems necessary.

Anticipated Work Assignments: The Department anticipates that the work requirements will include, but not be limited to, the following typical assignments noted below. These examples are provided to demonstrate the range of likely assignments to assist Consultants in the preparation of their Statement. Detailed and specific descriptions of services to be provided will be developed on a task-order basis when assigned by the Department. Documentation of all efforts must be prepared in narrative and graphic forms acceptable to the Department. In response to this RFQ, please demonstrate your firm's experience and qualifications supporting the anticipated work assignments. The scope of services to be provided by the selected Consultant may include, but are not limited to, the following:

A. Environmental Laboratory: For a responsive reply, to this RFQ, the prospective, full service, independent, environmental laboratory must be licensed, and appropriately certified, in the State of Ohio, as of the date of the issuance of this RFQ and maintained throughout the contract period to conduct analysis, of surface water, soils, solid wastes, hazardous wastes, drinking water, ground water, waste water, oils and oily waste, and to concurrently meet FAA requirements, if any. The laboratory may need to acquire additional certifications, or subcontract throughout the project period, to meet requirements of the Department. The laboratory shall notify the Department, in writing (email acceptable), within seven days of changes to laboratory certifications (i.e. additions, non-renewals, losses) and prior subcontracting analyses. Subcontracted analyses, due to equipment malfunctions, must meet the same standards, MDL, PQL, quality assurances, etc. as the primary laboratory.

The laboratory, or its approved sub-consultants, shall have the ability to meet or exceed U.S. EPA, applicable state EPA, American Society for Testing and Materials (ASTM), American Industrial Hygiene Association (AIHA), the National Voluntary Consultant Accreditation Program (NVLAP), the Proficiency Analytical Testing (PAT) Program (for asbestos analysis), National Lead Consultant Accreditation Program (NLLAP), etc. requirements. For any drinking water analyses required, in support of this statement of work, the laboratory shall use the applicable state approved Ohio EPA.

The laboratory requirements include, but are not limited to:

- Coordination with Department and its Consultants to provide pre-cleaned containers and preservatives for all samples. Containers may be preserved at the laboratory prior to shipment to the Department and its Consultants. All sample containers will be pre-cleaned, assembled, and certified by the supplier according to EPA protocols.
- Sample delivery (FedEx, UPS, laboratory courier, etc.).
- Coordination with Department Consultant(s) to receive all samples under appropriate chain-of-custody protocols.
- Notification within 1 business day of any discrepancies or issues noted during the sample receipt/check-in process.
- Lab will be required to perform Whole Effluent Toxicity testing using *Ceriodaphnia dubia* and *Pimephales promelas*, or updated requirements per NPDES permit.
- The environmental laboratory will be liable for any re-sampling and analysis costs due to errors by the laboratory for analysis.
- All data obtained will be properly recorded according to laboratory SOPs. The data package will include a fully deliverable package capable of allowing the recipient to reconstruct QC information and compare it to QC criteria. Any samples analyzed in nonconformance with QC criteria will be reanalyzed by the laboratory, if sufficient volume is available. It is expected that sufficient volumes/weights of samples will be collected to allow for reanalysis, if necessary.
- Laboratory instrument and method detection limits (MDL) must be less than required reporting limits and comply with applicable regulations.
- The laboratory may be asked to support the Department with Ohio EPA report generation using the Ohio EPA eBusiness Center. Support may include creating formatted spreadsheets per sample collection area for upload to the eBusiness Center by the 20th of each month. The laboratory must be able to provide data within a seven (7) to ten (10) day turn-around-time frame to meet reporting requirements. Electronic data deliverables (EDD) must be presented at a minimum in an Ohio EPA Credible Data Program Level 2 or USEPA Level 2 acceptable format. And
- The laboratory shall retain and dispose of all unused sample volumes, test blanks, and associated media.

B. National Pollutant Discharge Elimination System (“NPDES”):

Industrial Storm Water Permits: CLE operates with an individual NPDES permit 3II00179 and BKL operates with the General Permit OHR000007 (and subsequent permits). Successful Consultant shall provide permit support including but not limited to:

- sample collection (e.g. ISCO sampler setup and flow meter calibrations, observation and data collection, proper sample handling and custody, etc.).
- inspections.
- source identification and investigations.
- permit compliance and mock audits.
- permit renewal (SWP3 updates, permit preparation, etc.) and negotiations.
- compliance strategy development.
- coordination with regulatory agencies.
- trend and data analysis.
- monthly reporting.
- database management. And
- Total Maximum Daily Loads (TMDL) reviews, etc.

Construction Storm Water Permits: CLE and BKL operate with the General Permit OHC000006 (and subsequent permits). Successful Consultant shall provide permit support including, but not limited to, construction plan reviews and improvements, site inspections, permitting and

compliance (e.g. NOI, NOT, agency coordination, construction contractor paperwork audits, project and General Permit reviews, compliance strategies, etc.), Post Construction Best Management Practice (PCBMP): calculations, maintenance, retrofit and design strategies to adhere to long-term strategies (e.g. SWMP), manage conflicts such as FAA safety initiatives, minimize maintenance, maximize effectiveness, etc.

Successful Consultant will update, and maintain, the CLE Storm Water Master Plan (SWMP). Updates shall include, but are not limited to, impervious pavement calculations, credits and deductions in water quality treatment volumes in retention and detention basins, updating maps and GIS with updated sewers alignments following construction projects, reconciling historic and current sewer alignments, updating and/or creating storm water management models (e.g. SWIMM), construction projects summaries (timeframe, scope, changes to sewer layouts and impervious surfaces, etc.), assessment/analysis of future projects, etc. The Department envisions updates including 1) a review and update from the plan's inception date of 2016, 2) annually, 3) as needed per project.

Database Update: The Department maintains data in a Microsoft Access database. The Consultant will be tasked with evaluating, updating and streamlining the existing database. The Department prefers, but is not limited to, off-the-shelf products such as Microsoft products or a web-based database.

C. Biofilm and Treatability Project:

As part of its NPDES permit, CLE is working towards reducing biofilms in receiving waters associated with winter deicer usage. Previous work has identified the primary constituents of the biofilm assemblage and indicator parameters of nuisance growths. Current initiatives include identifying methods for reducing Chemical Oxygen Demand (COD) through scalable passive and active treatment approaches. The successful Consultant will be required to continue these projects through routine (e.g. semiannual) sample collection and reporting, treatment strategies, siting restrictions, etc., implementation timeline development and updating, and if necessary, designing a treatment facility to achieve the goal of reducing biofilms in receiving waters.

D. Air Permits:

CLE operates with a Synthetic Minor Air Permit to operate its six-diesel snow melters and onsite incinerator used for international wastes. BKL and CLE also operate with Permit By Rule (PBR) for units such as boilers, emergency generators, and unpaved roads. The Department requires assistance with calculations, audits, regulatory inquiries, construction projects, strategy development, grants, etc.

E. Sustainability:

The Department is creating an Airport Sustainability Plan to support current and future initiatives and development. The Department may instead create a Sustainable Master Plan that is integrated into the Airport Master Plan.

F. Example On-Call Services: The following are examples of other on-call services the Department may require of the selected Consultant:

- Emergency Response assistance – sampling, air monitoring, and spill response.
- Spill Prevention, Control, and Countermeasure (SPCC) Plan and Facility Response Plan (FRP) updates.
- Landfill permit generation and review for construction projects and maintenance, input on resolving settling and releases, etc.
- Wetlands delineation, mitigation.
- Abandoned gas well identification and closure.
- Mold remediation and air monitoring.

- BUSTR compliance.
- Lead Based Paint.
- Noise monitoring and maintenance.
- NEORS credit applications.
- Grant writing, management, and closure. And
- Microgrid assessments and recommendations.

G. Purchases: This contract may include purchases for the Airport’s Environmental Services. Typical supplies that may be needed include, but are not limited to, absorbent materials in various forms (i.e., granular, pads, rolls, socks, booms, etc.) for petroleum products, fuels, caustic liquids, aggressive fluids and solvents, sampling equipment (ISCO AVP, ISCO Sampler, ISCO Com Cable, pump tubing, marine and lantern batteries, calibration solutions, etc.), tools, consumables, supplies/materials for PCBMP O&M, emergency response, waste management, sewer maintenance, etc.

Recordkeeping and Reporting

Reports will be required on a task order basis. Reports may be consolidated into a single monthly report at the discretion of the Department. Statements should include example reports and graphics to demonstrate the firm’s capabilities.

The following certification statement must be included on all records reported to the City:

“I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.”

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 Consultant that best satisfies the needs, of the Department, based on the requirements of this RFQ. The Department reserves the right to award more than one contract, using the criteria defined in this RFQ, if, in the Department’s judgment, there is more than one qualified Consultant to fulfill the commitments.
- B. The term of the contract shall be for a period up to five (5) years.
- 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 selected 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 selected Consultant and its DBE/SBE/FBE subcontractors the City determines that the selected Consultant and its DBE/SBE/FBE subcontractors are not functioning in good faith, the selected 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 selected Consultant does not meet the provisions of the corrective action plan and the City continues to find the selected Consultant and its DBE/SBE/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 selected 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 selected Consultant shall make no claim for payment of damages or of any cost or expense incurred in connection therewith.
- G. Failure of the selected Consultant to strictly enforce a subcontract agreement with any of its subcontractors shall be considered a default by the selected Consultant and grounds for termination of its contract.
- H. By submitting a Statement, in response to this RFQ, a Consultant is certifying that all work will be performed in conformance with applicable local, state and federal laws and regulations and accepts the terms and conditions set forth herein, all of which will be made a part of any contract awarded as a result of this RFQ.
- I. The contract to be awarded under this RFQ shall be fixed-price contract subject to a contract ceiling dollar amount (tasks will be a mix of time and material, cost plus, and firm fixed pricing). Said amount includes all fees to be charged for the services plus all related costs and expenses of the selected Consultant in performing such services.
- J. Any member of the Consultant team requiring access to a Security Identification Display Area (SIDA) or Air Operations Area (AOA) 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 subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall

carry out applicable requirements of 49 CFR Part 26 in the award and administration of United States Department of Transportation assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Department deems appropriate.

- L. The statement above must be included in all subcontractor and subconsultant agreements that the prime contractor or prime Consultant signs with a subcontractor or subconsultant.

3.2 Subcontractors/Subconsultant.

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 selected 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 Americans with Disabilities Act

Selected Consultant shall be required to submit a statement indicating compliance with the Americans with Disabilities Act ("ADA"), Public Law 101-336, including: (i) actions taken to comply with ADA at the NCH Facilities; (ii) information regarding lawsuits or complaints filed against the selected Proposer pursuant to the ADA; and (iii) plans for future actions to enhance both ADA mandated and voluntary accessibility.

3.4 Disadvantaged Business Enterprise Program Participation

In accordance with the regulations of the United States Department of Transportation, 49 CFR, Part 26, the City of Cleveland, Department of Port Control has implemented a Disadvantaged Business Enterprise Program ("DBE"). This program applies to all projects that are federally funded, in whole or in part. The objectives of the DBE program are to ensure nondiscrimination in the award and administration of United States Department of Transportation assisted contracts, and assist in the development of small businesses owned by socially and economically disadvantaged individuals that have been certified by the Ohio Uniform Certification Program and/or the Ohio Department of Transportation.

In accordance with 49 CFR Part 26.39, Fostering Small Business Participation, the Department received approval, in 2012, from the FAA for the addition of the Small Business Enterprise ("SBE") element to its DBE program. The Airport is including this SBE element to facilitate competition by expanding opportunities for small businesses. The Airport is committed to taking all reasonable steps to eliminate obstacles to small businesses that may preclude their participation in procurements as prime contractors/consultants or subcontractors/subconsultants.

A DBE Goal of 7.66% and a SBE goal of 1.99% have been established for this Project. DBE participation may be in the form of one or more joint ventures, partnerships, subcontracts or other legal arrangements meeting the eligibility standards in 49 CFR Part 26.

The selected Contractor/Consultant will be required to submit information concerning the DBE/SBE firm(s) that will participate in this Project including the name and address of each Contractor/Consultant.

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

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

Updated DBE Unified Certification Program ("UCP") directory can be obtained at the Ohio Department of Transportation's UCP website at:

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

All proposed sub-contractors/sub-consultants, listed in your Statement, must receive written Board of Control approval in advance. The sub-contractors/sub-consultants you propose in your sealed Statements will be considered the sub-contractors/sub-consultants that you will use in the contract if awarded to you. 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 sub-contractor/sub-consultant.

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

In addition, the City of Cleveland is firmly committed to assisting DBEs and SBEs through its contracting activities, and the City intends to contract with Contractors/Consultants that share that commitment. Contractors/Consultants shall make every effort to use DBEs and SBEs as sub-contractors/sub-consultants where available and practical.

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

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

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 Consultant selected to enter into contract negotiations, after the qualification

evaluation process. The forms will be completed at the completion of the fee negotiation. However, the DBE/SBE firms and the anticipated percentages must be identified in the submittal.

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

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

3.5 Insurance.

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

- A. **Comprehensive General Liability Insurance.** The comprehensive general liability insurance policy ("CGL") shall (1) be occurrence type; (2) name City and the Designer as an additional insureds; (3) include products/completed operations coverage; (4) have limits of not less than a combined single limit of Five Million Dollars (\$5,000,000.00), covering the successful Consultant, the City and the Designer as their interest may appear, for any one incident; and (4) be primary and non-contributory, notwithstanding any other insurance covering City. Such policy or policies shall include "Contractual Liability", the "Explosion Hazard", the "Underground Property Damage Hazard", and the "Collapse Hazard". If Consultant 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 Consultant 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.
 - a. This insurance shall include coverage for damage of property of any nature in care, custody, or control of the contractor or any property over which the successful Consultant is directly or indirectly exercising physical control by reasons of the work to be performed.
 - b. Consultant may utilize Excess or Umbrella coverage to satisfy limit requirements as long as those policy do not restrict the primary policy in any way.
- B. **Business Automobile Liability Insurance.** The business automobile liability insurance policy shall cover each automobile, truck or other vehicle used in the performance of the services in an amount not less than a combined single limit of Five Million Dollars (\$5,000,000.00), 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. The policy shall include valuable papers coverage with limits of not less than One Hundred Thousand Dollars (\$100,000.00).
- D. **Workers' compensation and employer's liability insurance** as provided under the laws of the state of Ohio. Notwithstanding the foregoing successful Contractor shall increase the limit of employer's liability insurance to a limit of not less than One Million Dollars (\$1,000,000.00) each occurrence or any other increased amount as the City may reasonably require. Successful Consultant shall save the City harmless from any and all liability from or under said act.
- E. The successful Consultant shall take out and maintain in the name of the City of Cleveland as owner, and himself as Contractor, all builder's risk insurance in an amount equal to one hundred percent (100%) of his construction contract.
- F. Successful Consultant shall maintain statutory unemployment insurance protection for all its employees.
- G. The policy or policies shall be with companies authorized to do business in the State of Ohio and rated A- VII or above by A. M. Best Company or its equivalent.
- H. The policy or policies shall contain the following special provision: "The Company agrees that thirty (30) calendar days prior to cancellation or reduction of the insurance afforded by this policy, with respect to the contract involved, written notice will be sent by certified mail to the Director of Port Control, City of Cleveland."
- I. Maintain such other insurance policies such as Garage Keepers and the like as may be reasonably required by the City.
- J. An original certificate of insurance, declarations pages of the policy (ies) or insurance binder(s) shall be deposited with the Department of Port Control City of Cleveland before the commencing of any work under the contract.
- K. Successful Consultant shall name the City of Cleveland and the Department of Port Control as an additional insured on their General Liability and Auto policies.
- L. All policies shall contain a waiver of subrogation wherein the insurer(s) waives all rights of recovery against the City of Cleveland and Department of Port Control. All policies shall be primary and non-contributory.

- M. Consultant shall require any and all of its subcontractors to procure, maintain and pay premiums for the insurance coverages and limits of liability outlined above with respect to products, services, work and/or operations performed in connection with this Agreement.
- N. The maintenance of such insurance as outlined herein shall in no way constitute a waiver of legal liability for damages to any adjoining buildings or their contents or the work and property of others on the site beyond the limits of insurance thus maintained. The Consultant shall hold harmless the Airport Engineer and their agents for and from any injury or damage resulting from the negligent or faulty performance by the Consultant or his subcontractors. All insurance shall be carried without interruption to the end of the guarantee period.
- O. If Contractor will not have access to City data or networks, it is required that you hold a Cyber policy with 3rd party liability limits of at least \$1,000,000.00 dollars per claim and in the aggregate. 3rd party liability coverage includes information security & privacy liability, media liability, and regulatory fines/penalties coverages. The City must be named on the policy as an Additional Insured for Vicarious Liability.

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

4. PROJECT SCHEDULE AND DELIVERABLES

4.1 Deliverables.

The City has established the following list which includes items that the selected 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 selected 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 selected Consultant shall be under the direction of the Department's Project Manager.
- C. At all meetings between the Department and the Consultant held in connection with the Project, the Consultant shall take minutes of all topics discussed and depositions or conclusions reached. Within one (1) week, the selected Consultant shall prepare a formal set of meeting minutes and submit same to the Department's project manager for approval. The selected 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 selected Consultant relative to instructions and/or authorizations must be confirmed in writing by the selected Consultant and submitted to the Project Manager for written approval.
- E. The selected 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 selected Consultant to perform additional work.
- F. The selected 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. Selected Consultant may be called upon to provide audiovisual displays and similar material for such meetings.
- G. Copies of all appropriate written correspondence between the selected 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 or upon request of the Department. The selected Consultant shall provide to the Department, on a monthly basis, progress reports, which describe the work performed on each work element, problems encountered, labor hours expended by each member of the team and the total dollar expenditure on the Project by work element during the reporting period. Reports shall include cost tracking summaries and anticipated date of total expenditure of contract funding. 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 selected Consultant without prior written approval from the Department's Project Manager.
- J. Briefings with the Director, executive staff and other Department staff as requested. The selected 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 one (1) hard copy and one (1) electronic copy 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 RFQ. Consultants must organize their packages to address each of the elements outlined and in the same order listed in Section 7 of this RFQ.
- B. Consultants are advised to carefully read and complete all information requested in the RFQ. If the Consultant's response to this RFQ does not comply with the conditions for submittal, it shall be considered unacceptable by the City and may be rejected without further consideration.
- C. The City wishes to promote the greatest feasible use of recycled and environmentally sustainable products and to minimize waste in its operations. To that end, all Statements should comply with the following guidelines: Unless absolutely necessary, copies should minimize or eliminate use of non-recyclable or non-reuseable 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 RFQ. The City reserves the right to reject any or all Statements and to waive and accept any informality or discrepancy in the Statement or the process as may be in the City's best interest.
- 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 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.

5.5 Equal Opportunity Clause.

The Selected 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 Consultants with which the Selected 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, "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 selected Consultant, as contractor, shall file a written affirmative action program with the Office of Equal Opportunity containing standards and procedures and representations assuring that the contractor affords all qualified employees and applicants for employment equal opportunities in the Contractor's recruitment, selection and advancement process.

5.6 Short-listing.

The City reserves the right to 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.

5.7 Execution of Contract.

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

5.8 Familiarity with Request for Statement; Responsibility for Statement.

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

5.9 Anticipated Statement Processing.

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

Release of Request for Qualifications:	Monday, October 30, 2023
Pre-qualification Conference:	Friday, November 3, 2023
Deadline for Inquiries:	Wednesday, November 15, 2023
Written Response to Inquiries:	Monday, November 20, 2023
Deadline for Statement:	Wednesday, December 6, 2023

5.10 Interpretation of Statement Document.

- A. If any prospective Consultant finds discrepancies or omissions in this RFQ or if there is doubt as to the intended meaning of any part of this RFQ, a written request for clarification or interpretation must be received by the Procurement Section of the Department of Port Control, Cleveland Airport System, 5300 Riverside Drive, P. O. Box 81009, Cleveland, Ohio 44181-0009 no later than Wednesday, November 15, 2023. Requests for clarification or interpretation may be submitted via e-mail to SMuia@clevelandairport.com.
- B. **The City is not responsible for any explanation, clarification, interpretation, representation, or approval, made concerning this RFQ or a statement given in any manner except by written addendum.** The City will post online a copy of each addendum issued for this RFQ. Any addenda so issued are a part of and incorporated into this RFQ as if originally written herein.

6. QUALIFICATIONS FOR STATEMENT

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 three (3) continuous years of experience in the last five (5) years in performing environmental regulatory standards for public agencies.
2. Have demonstrated experience in compliance with all applicable federal, state, and local laws, as well as establishing and maintaining constructive relations with project stakeholders, regulatory agencies, and the community.
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 Selected Consultant at the airport or elsewhere.
4. Be authorized to conduct business in the State of Ohio, Cuyahoga County, and the City of Cleveland.

7. STATEMENT CONTENT

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

- A. Cover Letter: The cover letter should identify the Consultant and state other general information that they desire to be included 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 designed to meet governmental and environmental regulations and to improve overall airport operations, efficiency, reliability and safety. 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 environmental compliance experience and what defines them as a leader in their industry. Consultants may submit as much information in this section as is needed to differentiate itself and its Statement from the other firms.

Please include, at a minimum, the following information: (i) clearly communicate how you meet or exceed the minimum qualifications; (ii) describe the nature of your business experience in providing on-call environmental services to medium or large hub airports and state the number of persons you currently employ in providing such services; (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: Discuss your understanding of the consulting opportunity at CLE, including those factors that are critical to making the opportunity a success. Consultants must provide a detailed discussion of how they 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 influencing the services as defined in this RFQ and the Airports as well as discuss methods/models that would address key issues.
- E. Key Staff: Consultants should indicate the key staff proposed for this contract, setting forth the specific responsibilities and availability of each proposed key staff person. Provide for each proposed key staff person a one-page resume detailing both general experience and specific experience related to the services as defined in this RFQ. Key staff is defined as productive staff having major project responsibilities.
1. Personnel proposed shall have the desired qualifications and experience in his/her area of expertise. It is preferred key staff experience cited be within the past ten years.
 2. Individuals proposed and accepted by the Department as personnel for this contract are expected to remain dedicated to the contract.
 3. In the event any key staff person(s) becomes unavailable for continuation of the work assignment, the Consultant shall replace said individual(s) with personnel of equal ability and qualifications. However, any changes to designated key staff personnel require 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. 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, Consultant shall promptly offer a replacement with equal ability and qualifications for the Department's approval. Consultant shall be responsible for any costs arising from the action of the Department relative to this requested action.
 5. Any member of the 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 Consultant showing all major component units; where the management of this contract will fall within the organization and what corporate resources will be available to support this contract in both primary and secondary or back-up roles. A discussion of cost control related to the location

of work and performing project management responsibilities, including participating in meetings and completing work at the Airport for this contract should also be included.

- G. Work Product Samples: Consultant is to submit a case history which demonstrates its ability to support the needs (described earlier) of the Department. Be specific as to how and why the Consultant decided to approach the project a certain way. Case history must have been developed within the last three (3) years and should address the following elements: (i) research; (ii) concept; and (iii) strategy. Please also provide examples and discuss in narrative the Consultant's capacity to produce quality materials in written, graphic and pictorial form.
- H. DBE/SBE/FBE Participation: Consultant shall submit the names of persons, subcontractors, joint ventures or others to be used in meeting DBE/SBE/FBE goals or requirements. A listing with Consultant(s) location shall be included in the submittal along with an estimate of anticipated percentage of work to be sub-contracted to DBE/SBE/FBE and Non DBE/SBE/FBE proposed subconsultant.
- I. Affidavit: Consultant 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, 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: Consultant shall complete, execute, and return with their Statement, the following documents, copies of which are attached to this RFQ: (i) Northern Ireland Fair Employment Practices Disclosure; (ii) Federal Taxpayer Identification; (iii) Affidavit and (v) Non-Competitive Bid Contract Statement for Calendar Year 2023.
- L. Environmental Sustainability: Describe how the proposed services/project/solution incorporate environmental sustainability.
- M. Supplemental Information:
 - 1. The City may require a Consultant 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 Consultant's qualifications and abilities.
 - 2. The decision regarding which Consultant(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 Consultant may not substitute material elements of its written Statement nor may the Consultant provide previously omitted material. The requested information or meeting shall be respectively furnished or take place at the time and place specified by the City.

8. INQUIRIES

Interested parties may submit questions pertaining to the RFQ. Questions must be submitted, in writing, to the Procurement Section of the Department of Port Control, 5300 Riverside Drive, P. O. Box 81009, Cleveland, Ohio 44181-0009 no later than Wednesday, November 15, 2023. The Department will post online, via Addendum, responses to all questions received. Questions may be submitted via e-mail to SMuia@clevelandairport.com. Verbal responses given by representatives of the City at any time may not be relied upon by the Consultant in submitting its Statement or in the performance of its obligations under the RFQ.

9. DISQUALIFICATION OF FIRM/ STATEMENT

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

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

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

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

10. EVALUATION OF STATEMENTS

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

The Department 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 RFQ.

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