



September 1, 2016

Dear Prospective Firm:

The City of Cleveland, ("City"), owner and operator of Cleveland Hopkins International Airport, through its Director of the Department of Port Control ("Director"), invites written Proposals from Firms interested in providing property management and event management services for the Department of Port Control.

The North Coast Harbor is a leading visitor destination in Cleveland, Ohio. This area is an important component of regional economic growth efforts. The Department of Port Control has embarked on a redevelopment program at the North Coast Harbor and Burke Lakefront Airport, which will involve substantive new development of various parcels on and around the waterfront. The primary objective, of this Request for Proposal, is to identify a qualified Firm who, working in close cooperation with the City of Cleveland, Department of Port Control, will be responsible for providing expert professional common area property management and services, planning consulting services, including site selections, scheduling of events, coordinating with local and national agencies, key stakeholders and other related activities necessary to the successful planning and implementation of both daily and special event operation.

A pre-proposal conference will be held at the Department of Port Control, Cleveland Plus Room, Cleveland Hopkins International Airport, 5300 Riverside Drive, Cleveland, Ohio 44135, on **Friday, September 9, 2016 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-proposal conference must register by 4:00 p.m. local time on Thursday, September 8, 2016 by e-mail to smuia@clevelandairport.com. At or before the conference, interested parties may submit or ask questions pertaining to this Request for Proposal and the services desired. Please e-mail questions to the above listed e-mail address.

If your firm is interested in this proposal, please submit seven (7) complete Proposals, consisting of one (1) unbound original, five (5) identical bound copies and one (1) CD-ROM or USB memory stick containing the Proposal, and all attachments, in Portable Document Format (PDF), to the City no later than **4:00 p.m. local time on Tuesday, September 27, 2016**. No proposals shall be accepted after that time unless such date or time is extended pursuant to a written addendum issued by the City.

Sealed Proposals may be mailed to the address below and must be identified on the outside of the envelope(s) as: **Proposal: North Coast Harbor Property Management and Event Management Services:**

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

If proposals are hand-delivered, address as above and deliver to the Airport Information Counter, in the center of the ticketing lobby (next to check point B) located on the second level of the passenger terminal building at Cleveland Hopkins International Airport. Proposals may be delivered between the hours of 10:30 a.m. and 4 p.m., from Monday, September 26, 2016 until Tuesday, September 27, 2016.

The Director reserves the right to reject all Proposals or portions of any or all Proposals, 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 Proposal.

The Request for Proposal documentation is available on the City Website at:
<http://www.city.cleveland.oh.us/CityofCleveland/Home/Government/CityAgencies/Finance/RFP>

or at the Department of Port Control website at:
<http://www.clevelandairport.com/company/business-opportunities/bids-rfps>

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

Should you have any questions regarding this solicitation, please contact me.

Sincerely,



Sharri Muia
Contracts Manager
Cleveland Airport System
Department of Port Control



Request for Proposal

North Coast Harbor Property Management & Event Management Services

Issued: September 1, 2016

**Department of Port Control
Cleveland Hopkins International Airport
5300 Riverside Drive
P.O. Box 81009
Cleveland, Ohio 44181-0009
Phone: 216-265-2693
Fax: 216-265-6021**

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ATTACHMENTS:

Exhibit "A - 1"

Photograph of North Coast Harbor

Exhibit "A - 2"

Photograph of North Coast Harbor

Exhibit "A - 3"

Photograph of Service Area Overview

Exhibit "A – 4"

Photograph of Service Area Detail

Exhibit "A – 5"

Photograph of Service Area Detail

Exhibit "B"

Subcontractor Addition and Substitution Policy and Procedure

Exhibit "C"

City of Cleveland Ordinance No. 1660-A-09

Exhibit "D"

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Additional Submittal Requirements

Northern Ireland Fair Employment Practices Disclosure

W-9 Form

Affidavit

Notice to Bidders and Schedules

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Non-Competitive Bid Contract Statement 2016

INTRODUCTION

As part of the ongoing effort to provide the highest levels of service to northeastern Ohio residents, the business community and the general public and to maximize the generation of income through the promotion of the North Coast Harbor, the City of Cleveland, owner and operator of the North Coast Harbor ("Harbor") through its Director of the Department of Port Control ("Director"), is soliciting Requests for Proposals from qualified Firms ("Firm") to provide common area property management, maintenance, custodial services and the planning, implementation and management of a comprehensive strategic event planning calendar as more fully described in this Request for Proposal. Qualified Firms must have the requisite, demonstrated competence and experience in, and a thorough knowledge of, providing such services in and around a harbor environment.

In connection with this Request for Proposal the objectives of the Department of Port Control are:

- (A) Develop a Comprehensive Property Management and Maintenance Plan and a Strategic Event Planning Calendar that maximizes utilization of the Harbor's geographic location, and meets the demands of the stakeholders and the general public;
- (B) Utilize property management and maintenance services that not only enhance the entire Harbor area, but provide a safe, clean, attractive and environmentally-friendly setting;
- (C) Develop a promotional plan that enhances the entire Harbor area and provides economic opportunities for the City, the region and the state;
- (D) Develop an appealing program and operating plan that complements and connects all services offered by the North Coast Harbor locale;
- (E) Accurately track and account for expenses in a manner that will differentiate between costs associated with each component of the services; and
- (F) Establish and maintain high levels of professionalism and customer service that are consistent, reliable and responsive to the stakeholders, visitors, vendors and the business community.

A pre-proposal conference will be held at the Department of Port Control, Cleveland Plus Room, Cleveland Hopkins International Airport, 5300 Riverside Drive, Cleveland, Ohio 44135 on **Friday, September 9, 2016, 10 a.m., local time**. At that time interested parties may ask questions pertaining to this Request for Proposal. For reasons of security, those planning to attend the pre-proposal conference must register by 4:00 p.m. local time on Thursday, September 8, 2016, by e-mail to smuia@clevelandairport.com. Prospective Firms are encouraged to attend the conference although attendance is not mandatory.

Each Firm shall submit seven (7) complete proposals, consisting of one (1) unbound original, five (5) identical bound copies and one (1) CD-ROM or USB memory stick containing the proposal and all attachments in Portable Document Format ("PDF") to the City of Cleveland **no later than 4:00 p.m. local time, Tuesday, September 27, 2016**. No proposal shall be accepted after that time unless such date or time is extended pursuant to a written addendum issued by the City of Cleveland.

Sealed proposals may be mailed or delivered to the address below and must be identified on the outside of the envelope(s) as: **Proposal: North Coast Harbor Property Management and Event Management Services.**

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5300 Riverside Drive
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Attention: Sharri Muia, Contracts Manager

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The City reserves the right to reject any or all proposals or portions thereof, to waive irregularities, informalities and technicalities, to re-issue or to proceed to obtain the services desired otherwise, at any time or in any manner considered in the best interest of the City. The Director may, at his sole discretion, modify or amend any and all provisions of this notice or the Request for Proposals.

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

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

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

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

All future documentation including addenda, response to questions, schedule changes and additional requirements for the North Coast Harbor Maintenance, Management and Event Services Request for Proposal will be posted on the above sites as no additional paper mailings will be made for this Proposal. 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

North Coast Harbor is Cleveland's leading waterfront visitor destination.¹ This seven acre basin was created in 1988 to provide public access to the downtown lakefront and offer a distinct setting for visitor attractions that today include the three acre Voinovich Park at the foot of East 9th Street, Great Lakes Science Center, Steamship William G. Mather Museum, Cleveland Browns Stadium and the internationally acclaimed Rock & Roll Hall of Fame and Museum. Together these venues and the special events held around them attract more than two million visitors annually. (Refer to Exhibits "A – 1" and "A - 2").

This area is an important component of regional economic growth efforts. The Department has embarked on a redevelopment program at the North Coast Harbor and Burke Lakefront Airport, which will involve substantive new development of various parcels on and around the waterfront. It is critical to the success of this program that the area be safe, clean, well-maintained and environmentally-friendly. It is also critical that the area tenants and stakeholders are provided with high quality, consistent and reliable services in a timely manner.

The primary objective of this Request for Proposal is to identify a qualified Firm who, working in close cooperation with the City of Cleveland, Department of Port Control, will be responsible for providing expert professional common area property management and services, planning consulting services including site selections, scheduling of events, coordinating with local and national agencies, key stakeholders and other related activities necessary to the successful planning and implementation of both daily and special event operations.

Special Event Planning is an important component of establishing a vibrant and enjoyable waterfront. Increased activity at North Coast Harbor will result in more visitors to the waterfront and downtown area, expanded economic development and increased revenue to downtown vendors and the City government. The Department is recently finalized an updated Lakefront Redevelopment Program for the North Coast Harbor and Burke Lakefront Airport, which will involve the redevelopment of land and waterfront areas. An important element of the lakefront redevelopment is the Department's ability to program events at North Coast Harbor to attract visitors to the area.

• ¹ Source: rockhall.com; www.greatscience.com; www.clevelandbrowns.com

2. SCOPE OF SERVICES

2.1 General.

It is the Department's intent to award a contract granting the successful Firm an exclusive right and obligation to perform common area property management and maintenance and to organize, implement, promote, as well as execute, an annual comprehensive special events calendar which details immediate, short term and long term activities, for the North Coast Harbor, and all areas in and around the waterfront. The successful Firm will be responsible for property management and maintenance on a day-to-day basis as well as during special events such as concerts, festivals, cultural and artistic shows and other public entertainment programs that attract visitors to the North Coast Harbor area and other related services. The successful Firm will be expected to support the Department in coordinating special event activities with the City of Cleveland Office of Special Events and the North Coast Harbor Stakeholders to minimize adverse impacts to their operations. Specific task assignments are expected to vary, depending upon the Department's needs. The successful Firm will be expected to provide reliable and consistent property management services at minimal cost

The successful Firm will provide all supplies, vehicles, equipment, operating personnel, adequate insurance permits and licenses, and all other labor and materials necessary or required for the adequate and continued performance of the day-to-day special event and property management and maintenance of the North Coast Harbor.

The successful Firm's personnel shall perform their duties in a manner satisfactory to the Director but be exclusively under the direction and control of the successful Firm. In performing its duties hereunder, the successful Firm shall be an independent contractor in every respect.

The Director, or his designee, shall review the day-to-day operations monthly. The successful Firm and the Director, or his designee, shall maintain communication concerning the performance of the property management, maintenance and event planning contract and establish procedures under which the duties shall be carried out.

The successful Firm will be responsible for submitting a budget to the Director, or his designee, on criteria set out by the Department.

The successful Firm will be required to submit invoices for payment that categorize services rendered for the defined Common Area Maintenance ("CAM") area (See Exhibits A-3, and A-4), special event activities, and other areas identified by the Department.

2.2 Scope of Services – Maintenance / Event Management.

The City reserves the right to revise the scope of services prior to the execution of the contract to: (i) reflect changes arising out of this proposal process; (ii) incorporate any City requirements adopted after the publication of this Request for Proposal; or (iii) incorporate any other changes it deems necessary.

- (A) The successful Firm will be expected to provide a full range of property management, maintenance and repair services, including but not limited to: cleaning janitorial services (including trash and litter removal from sidewalks and grounds), weed abatement, cleaning and repair of landscape furniture including trash receptacles, utility boxes and benches, landscape maintenance including mowing, and snow removal, irrigation system; removal of graffiti, flyers and handbills from the grounds; replacement of non-functioning lights and collection rents and fees from vendors on behalf of the Department;
- (B) The successful Firm will be expected to provide the above services at the following locations at the North Coast Harbor:
- 1) Zone A is situated north and west of the Rock-N-Roll Hall of Fame and immediately north of Erieside Avenue. This area also includes the water basin area, Voinovich Park, North Coast Harbor walkway and the East 9th Street Pier. (Refer to Exhibits "A – 3" and "A – 4");
 - 2) Zone B is situated in the parking areas north of the Cleveland Brown's Stadium and includes the walkway adjacent to the Steamship Mather. (Refer to Exhibits "A – 3" and "A – 5");
- (C) The successful Firm shall provide security guard services. The successful Firm will furnish all necessary experienced labor, supervision, uniforms and equipment required for the security and safety of staff, visitors and property before, during and after such events and normal North Coast Harbor operating hours which begin at 7:00 a.m. until midnight. These services include, but are not limited to the following:
- Regular patrols and ongoing communications with the Cleveland Police Department to prevent crime.
 - Ongoing contact with pedestrians to provide information, directions and other types of visitor assistance.
 - Safety escorts to accompany employees and visitors to their vehicles.
 - Interaction with homeless to help direct individuals to services needed.
- (D) Assist in the development of annual non-capital upgrade and maintenance projects with appropriate budgets; and
- (E) The successful Firm shall also provide an accessible on-site grounds manager during normal operating hours of North Coast Harbor. In the event that property management or maintenance services are required after hours the successful Firm will be required to mobilize and respond in a reasonable time frame and supply 24/7 contact information.

Event Management:

- F) Provide a complete, detailed description of the management approach to planning, organizing and managing such events;
- (G) Provide a complete, detailed description of the key staff designated to execute the event planning and management;
- (H) Implement and manage an all-inclusive, coordinated advertising and marketing program including development of promotions and media strategies and campaigns, public outreach activities and formulation of naming rights and merchandising strategies;
- (I) Provide design concepts, advertising slogans or themes, specialty promotional items, illustrations and original artwork and publications;
- (J) Provide placement of broadcast, print and web advertising;
- (K) Manage all aspects of selected events, including, but not limited to: selection of vendors/participating entities, collection of all fees and revenues associated with each event and payment of expenses which may be made through a reimbursable arrangement with the City of Cleveland;
- (L) Coordinate with other events that have come through the City of Cleveland Steering Committee to utilize North Coast Harbor including, but not limited to: site walks, utility needs, load in/out coordination, etc...; and
- (M) Collect, analyze and provide reporting data regarding the effectiveness of each event or as specified by the Department.

2.3 Standards of Property Management and Maintenance.

- (A) Identify normal and routine property management, cleaning, repair and maintenance projects and acquire any equipment necessary for the maintenance of the North Coast Harbor. All repairs and maintenance will be performed by the successful Firm. The City shall pay the successful Firm monthly for pre-approved maintenance and repair performed by it;
- (B) Responsible for providing all supplies, vehicles, equipment (e.g. power washers, gum busters, street sweepers/vacuums, scrubbing machines and the like), operating personnel, insurance, permits and licenses, and all other labor and material necessary or required for the adequate and continued performance of the contract;
- (C) Verify and ensure that environmentally sound cleaning products are used wherever practical; and
- (D) Responsible for collecting rents and fees from tenants of North Coast Harbor on behalf of the Department.

2.4 Additional Services.

Proposals may also include information on additional services, not specifically requested in this Request for Proposal, that Firms believe augment the requested services and have the potential to generate exposure, gathering of data or knowledge, as well as cost saving or revenue generating ideas. The Director reserves the right to consider or reject all such additional services.

The award of the contract shall not indicate approval of any proposed additional services, including without limitation, any proposed additional compensation to the successful Firm. At its election, the City may refuse to agree to any such additional services, and in such event the successful Firm will be required to enter into a contract with the City within the time period set forth in Section 4.7 below.

3. GENERAL TERMS AND CONDITIONS OF THE CONTRACT

3.1 Term and Termination.

- (A) The term of the contract shall be for a term of up to one year (1) year with three (3) one-year options to renew.
- (B) The City may terminate the contract at any time for cause upon failure to perform in a manner satisfactory to the City after the successful Firm has received written notice as provided in the contract. Such written notice may specify, among other matters, bankruptcy, unsatisfactory adherence to schedules, or unsatisfactory performance of services.
- (C) If at any time during review or audit of the successful Firm and its CSB/MBE/FBE subcontractors, the City determines that the successful Firm and its CSB/MBE/FBE subcontractors are not functioning in good faith, the successful Firm must submit a corrective action plan within sixty (60) calendar days of the written findings. The City will then review the corrective action plan and, if acceptable, will provide written approval of the plan. If the successful Firm does not meet the provisions of the corrective action plan and the City continues to find the successful Firm and its 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 Airport contracts.
- (D) The City may terminate the contract for cause and without any prior notice should the successful Firm fail to maintain any licenses or permits as required by the contract or fail to adhere to the City's and/or Department's applicable rules and regulations.
- (E) The City may, at any time and in its sole discretion, without cause and upon one hundred twenty (120) calendar days' written notice, discontinue the contract entirely. Such discontinuance of the contract by the City shall not

constitute a breach of the contract by the City and the City shall have no obligation or liability whatsoever; and successful Firm shall make no claim for payment of damages or of any cost or expense incurred in connection therewith.

- (F) Failure of the successful Firm to strictly enforce a subcontract agreement with any of its subcontractors shall be considered a default by the successful Firm and grounds for termination of its contract with the City.

3.2 Insurance.

The successful Firm, at its expense, shall at all times, during the term of the contract, resulting from this Request for Proposal, maintain the following insurance coverage. The insurance company (ies) providing the required insurance shall be authorized by the Ohio Department of Insurance to do business in Ohio and rated "A" or above by A. M. Best Company or equivalent. The successful Firm, as contractor, shall provide a copy of the policy or policies and any necessary endorsements, or a substitute for them satisfactory to and approved by the Director of Law, evidencing the required insurances upon execution of the contract.

- (A) Business Automobile Liability insurance to cover each vehicle used in the performance of the contract in an amount not less than a combined single limit of Two Million Dollars (\$2,000,000.00) for bodily injury (including death at any time occurring) and property damage each occurrence.
- (B) Commercial general liability insurance covering the successful Firm and the City, as their interest may appear, against claims for bodily injury (including death at any time occurring), personal injury, and property damage occurring in, on or about the Harbor. Such insurance shall have a combined single limit of not less than Two Million Dollars (\$2,000,000.00) each occurrence.
- (C) Workers' compensation and employer's liability insurance as provided under the laws of the State of Ohio.
- (D) Statutory unemployment insurance protection for all of its employees.
- (E) Maintain such other insurance policies as may be reasonably required by the City.

3.3 Surety Bond/Letter of Credit.

The successful Firm shall furnish to the City a surety bond or an irrevocable letter of credit for a period of up to one (1) year in the form and amount deemed satisfactory to the City as security for each year of the contract term. Approval of the performance bond will be subject to approval of the City, which shall not be unreasonably withheld. Said bond or irrevocable letter of credit shall guarantee the performance by the successful Firm of all terms, covenants and agreements to be observed and performed by the successful Firm under the contract.

3. 4 Exclusive Contract.

The rights and privileges granted the successful Firm will be exclusive.

4. GENERAL INFORMATION

4.1 Submission of Proposal.

- (A) Each Firm shall provide all information requested by the City in this Request for Proposal. Firms must organize their packages to address each of the elements outlined and in the same order listed in Section 6 of this Request for Proposal.
- (B) Firms are advised to carefully read and complete all information requested in the Request for Proposal. If the Firm's response to this Request for Proposal 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 feasible use of recycled and environmentally sustainable products and to minimize waste in its operations. To that end, all Proposals should comply with the following guidelines unless absolutely necessary, copies should minimize or eliminate use of non-recyclable or non re-useable materials. Materials should be in a format permitting easy removal and recycling of paper. A Firm should, to the extent possible, use products consisting of or containing recycled content in its proposal including, but not limited to, folders, binders, paper clips, diskettes, envelopes, boxes, and the like. Do not submit any or a greater number of samples, attachments or documents not specifically requested.

4.2 City's Rights and Requirements

- (A) Under the laws of the State of Ohio, all parts of a proposal, other than trade secret or proprietary information may be considered a public record which, if properly requested, the City must make available to the requester for inspection and copying. Therefore, to protect trade secret or proprietary information, Firms should clearly mark each page, but only that page, of its proposal that contains that information. The City will notify the Firm if such information in its proposal is requested, but cannot, however, guarantee the confidentiality of any proprietary or otherwise sensitive information in or with the proposal. Blanket marking of the entire proposal as "proprietary" or "trade secret" will not protect an entire proposal and is not acceptable.
- (B) The Director, at his sole discretion, may require any Firm to augment or supplement its proposal or to meet with the City's designated representatives for interview or presentation to further

describe the Firm's qualifications and capabilities. The requested information, interview, meeting or presentation shall be submitted or conducted, as appropriate, at a time and place the Director specifies.

- (C) The City reserves the right, at its sole discretion, to reject any proposal that is incomplete or unresponsive to the requests or requirements of this Request for Proposal. The City reserves the right to reject any or all proposals and to waive and accept any informality or discrepancy in the proposal or the process as may be in the City's best interest.
- (D) All proposals will remain in effect and be subject to selection by the City until the earlier of the execution of a final contract or one hundred eighty (180) calendar days after the deadline for submission ("Proposal Expiration Date"). Until the Proposal Expiration Date, Firm agrees that its proposal shall remain in effect, as submitted, and subject to selection by the City.

4.3 Area Small Business, Minority, and Female Business Enterprise ("CSB, MBE and FBE") Participation.

Prospective Firms are advised that in order to enter into a contract with the City of Cleveland for providing the services outlined in this Request for Proposal, the successful Firm must be determined to be in compliance with policies and procedures of the City's Office of Equal Opportunity ("OEO"). Accordingly, prospective Firms are required to complete the attached Office of Equal Opportunity Schedules 1 through 4 and submit those materials with its proposal. 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 Firm 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 proposal 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 proposal. 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 proposal 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 proposal must receive written Board of Control approval in advance. The subcontractors you propose in your sealed proposal will be considered the subcontractors that you will use in the contract if awarded to you. Refer to **Exhibit "B"** 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 Firm'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. Firms 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 proposal will be monitored by the City's Office of Equal Opportunity throughout the duration of the contract. The successful Firm 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. **Firms performing on Department projects have a dual reporting requirement. Successful Firm will be required to provide subcontractor agreements to the Emerging Business Enterprise Development Office. Additionally, successful Firm 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 and B2Gnow software (canceled checks and invoices must be scanned and attached to the file).** If the successful Firm fails to fulfill the CSB participation percentages set forth in this Request for Proposal, the successful Firm may be subject to any and all penalties listed in Section 187.20 of the Cleveland Codified Ordinances.

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 Firm is a "contractor" within the meaning of Chapter 187 of the Codified Ordinances of Cleveland, Ohio, 1976. During the term of the contract, the

successful Firm shall comply with all terms, conditions and requirements imposed on a "contractor" in the Equal Opportunities Clause, Section 187.22 of the Codified Ordinances.

4.4 Outreach Events.

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

4.5 Equal Opportunity Clause.

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

No 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 Firm, as contractor, shall file a written affirmative action program with the Office of Equal Opportunity containing standards and procedures and representations assuring that the contractor affords all qualified employees and applicants for employment equal opportunities in the Contractor's recruitment, selection and advancement process.

4.6 Short-listing.

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

4.7 Execution of Contract.

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

4.8 Familiarity with Request for Proposal; Responsibility for Proposal.

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

4.9 Anticipated Proposal Processing.

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

Release of Request for Proposal	September 1, 2016
Pre-proposal Conference	September 9, 2016
Deadline for Inquiries	September 14, 2016
Written Response to Inquiries	September 16, 2016
Deadline for Proposals	September 27, 2016

4.10 Interpretation of Proposal Document.

- (A) If any prospective Firm finds discrepancies or omissions in this Request for Proposal or if there is doubt as to the intended meaning of any part of this Request for Proposal, a written request for clarification or interpretation must be received by the Procurement Section of the Department of Port Control, Cleveland Airport System, 5300 Riverside Drive, P. O. Box 81009, Cleveland, Ohio 44181-0009 no later than September 14, 2016. Requests for clarification or interpretation may be submitted via e-mail to smuia@clevelandairport.com.

The City is not responsible for any explanation, clarification, interpretation, representation or approval made concerning this

Request for Proposal or a proposal given in any manner except by written addendum. The City will post online each addendum issued for this Request for Proposal. Any addenda so issued are a part of and incorporated into this Request for Proposal as if originally written herein.

Firms are invited to visit the North Coast Harbor and personally inspect and investigate all circumstances, procedures, conditions and requirements affecting the contract.

The submission of a proposal shall be considered evidence that the Firm has satisfied itself relative to all conditions of this Request for Proposal and acknowledges that any failure by Firm to acquaint itself with all available information in this Request for Proposal, and with the circumstances and conditions at the Harbor, will not relieve the Firm from responsibility for properly determining the difficulty and costs of successfully performing the contract. Firm acknowledges that the City assumes no responsibility for any conclusions or interpretations made by the Firm on the basis of information made available by the City or the Department of Port Control.

5. QUALIFICATIONS

5.1 Minimum Qualifications.

- (A) Firms shall have five (5) or more years of continuous experience within the last ten (10) years in providing property management and/or maintenance and custodial services for outdoor facilities.
- (B) Firms shall have five (5) or more years of continuous experience within the last ten (10) years in the planning and management of special events relating to entertainment, community awareness, improved quality of life, for profit and non-profit and the like; preferably related experience with outdoor events.
- (C) Each Firm must possess all applicable licenses, certificates, permits or other authorizations required by all governmental authorities, including the City, having jurisdiction over the operations of the successful Firm at the North Coast Harbor, Airport or elsewhere.
- (D) Firms must submit, with their proposal, three (3) written, verifiable references, dated within the last three months, from businesses familiar with the Firm's management of such responsibilities outlined in this Request for Proposal; providing positive recommendations for the Firm's performance under the contract to be awarded. The references should include the name and title of the contact person, e-mail address, telephone number and a brief description of the location and nature of the property and the maintenance, custodial services provided and event name, and a brief description of the event.
- (E) The individual, partnership, joint venture, corporation submitting a proposal, (or the officers or principals thereof) as presently constituted or existing

from a business reorganization, or executive affiliation, must have the above minimum qualifications. If such requirements are not met Firm's proposal may be rejected. If Firm is a partnership or a joint venture, at least one of the general partners or one of the constituent members respectively must possess said minimum qualifications.

- (F) Firms must be authorized to conduct business in the State of Ohio, County of Cuyahoga and the City of Cleveland.

6. PROPOSAL CONTENT

The proposal submittal shall consist of the following documents in the sequence shown below. A set of tabs to identify each part of the proposal should be inserted to facilitate quick reference.

- (A) Cover Letter: Cover letter to identify the Firm and to state other general information that the Firm desires to include regarding the business/organization. At a minimum the cover letter must include the name, principal address, federal tax ID number, telephone number, facsimile number and e-mail address of the Firm.

If a corporation, state the full name and title of each of the corporate officers and their experience in the maintenance services arena. The state of incorporation is to be included. If the Firm is not an Ohio corporation, a statement advising whether or not the Firm is qualified to do business in the State of Ohio as a foreign corporation. A foreign corporation will be required to qualify to do business in the State of Ohio prior to the execution of a contract.

If the Firm is a sole proprietorship state the name of the individual doing business.

If a partnership, state the full name, address and other occupation, if any, of each partner; whether the partner is active or dormant; whether each partner is a general or limited partner; each partner's experience in the industry and the proportionate share of the business owned by each partner.

If a joint venture, state the names of the Firms participating in the joint venture and the principal officers of each Firm; each officer's experience in planning and overseeing such events and the proportionate share of the joint venture owned by each joint venture partner.

- (B) Executive Summary: The executive summary should provide a clear and concise summary of Firm's background, level of expertise, direct relevant experience and ability to provide such services. The executive summary should make the Firm's case as the best candidate for the project. Firms 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 proposal.

- (C) Exceptions: Firms shall include a list of exceptions to the requirements of the Request for Proposal, if any. The list shall identify the requirement, nature of the deviation and explanation. If there are no deviations or exceptions to any portion of this Request for Proposal, Firm shall state that on the "Exceptions" page. If no deviations or exceptions are identified and the City accepts the Firm's Proposal, Firm shall conform to all of the requirements contained in the Request for Proposals.
- (D) Experience: This section gives Firms the opportunity to discuss their industry experience and what defines them as a leader in their industry. Firm may include as much information in this section as is needed to differentiate its company and proposal from the other Firms. Please include, as a minimum, the following information: (i) clearly communicate how you meet or exceed the minimum qualifications; (ii) describe the nature of your business experience and state the number of persons you currently employ in such operations; (iii) clearly state the total number of properties for which you have provided maintenance services within the last ten (10) years; (iv) clearly state the total number of properties for which you have provided event management services within the last ten (10) years; (v) give the name, location and date of all such contracts that have been terminated or canceled within the past ten (10) 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 contracts within the past ten (10) years.
- (E) Management Approach: Provide an organizational chart of your 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.
- (F) Key Staff: Firms should identify the key staff proposed for this contract and provide their curriculum vitae. As to each staff member identified, Firm should set forth their specific responsibilities and availability. In addition, provide for each proposed key staff member a one page resume detailing both general and special experience related to the services as defined in this Request for Proposal.
- (G) Budget: Provide a detailed projected pro forma operating budget for the term of the contract. The budget should include, as a minimum, the following information: (i) required work force complement and services to be performed, (ii) identify all salaries, wages, fringe benefits and other cost components associated with all management, staff and hourly employees to be assigned to the contract, and (iii) identify and explain all

expenses associated with the fulfillment of the contract by line item description.

- (H) Insurance: Demonstrate that Firm has the ability to secure the insurance required in Section 3.2 of this Request for Proposal and specify the cost of obtaining each type of insurance. If the insurance is not in the form of a stand-alone policy for the location, explain how the cost is allocated to each location under the Firm's corporate umbrella policies (e.g. revenue, expense, manpower, etc.).
- (I) Financial Information: Firms shall include the following financial information: (i) balance sheet and income statement for the last two (2) fiscal years prepared in accordance with generally accepted accounting principals, reflecting the current cost/fee condition of the Firm. If a publicly held corporation, the Firm should provide in lieu of the foregoing: consolidated financial statements as submitted to the Securities and Exchange Commission ("SEC") on Form 10K, the most recent Form 10Q, and any Forms 8K filed with the SEC in the last twelve (12) months. Owners of closely held corporations must submit a personal cost/fee statement, current within three (3) months from date of submittal; (ii) ownership structure of the Firm; and (iii) provide three (3) bank and trade references.
- (J) 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.
- (K) Affidavit: Firm shall submit with its proposal 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.
- (L) Additional Submittal Requirements: Firm shall complete, execute and return with its proposal the following documents, copies of which are attached to this Request for Proposal: (i) Notice to Bidders Schedules; (ii) Northern Ireland Fair Employment Practices Disclosure; (iii) Federal Taxpayer Identification; (iv) Affidavit; and (v) Non-Competitive Bid Contract Statement for Calendar Year 2016.

7. INQUIRIES

Interested parties may submit questions pertaining to the Request for Proposal. 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 September 14, 2016. The Department will post online, via an Addendum, the 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 Firm in submitting its proposal or in the performance of its obligations under the Request for Proposals.

8. DISQUALIFICATION OF FIRMS/PROPOSALS

The City does not intend, by this Request for Proposal, to prohibit or discourage submission of a proposal that is based upon the Firm's trade experience relative to the scope of work, services or product(s) described in this Request for Proposal 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 Proposal, including terms inconsistent with or substantially varying from the services or the financial and operational requirements of the Request for Proposal, as determined solely by the City. The City reserves the right to reject any and all proposals or to waive and accept any deviation from this Request for Proposal or in any step of the proposal 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 Firm submit only one proposal including all alternatives that the Firm desires the City to consider, it will accept proposals from different business entities or combinations having one or more members in interest in common with another Firm. The City may reject one or more proposals if it has reason to believe that Firms have colluded to conceal the interest of one or more parties in a proposal, and will not consider a future proposal from a participant in the collusion. In addition, the City will not accept a proposal from or approve a contract to any Firm 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 proposals. Failure by a Firm to respond thoroughly and completely to all information and document requests in this Request for Proposal may result in rejection of its proposal. Further, the City reserves the right to independently investigate the cost/fee status, qualifications, experience and performance history of a Firm.

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 Proposal, if agreed to by another Firm.

9. EVALUATION OF PROPOSALS

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

The Department shall apply an Evaluation Credit of two percent (2%) of the total points awarded for a proposal received from a Local Producer and two percent (2%) of the total points awarded for a proposal received from a Local Sustainable Business; two percent (2%) of the total points awarded for a proposal that utilizes environmentally friendly vehicles/equipment provided that the maximum total Evaluation Credit applied shall not exceed six percent (6%). The Evaluation Credit to be added is solely for the purpose of proposal comparison when evaluating competing proposals. The use of Evaluation Credits does not alter the proposal submitted by a Firm or the contract executed based on the proposal. As used herein "Local Producer" and "Local Sustainable Business" are defined in City of Cleveland Ordinance No. 1660-A-09 (Refer to **Exhibit "C"**).

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

- (A) Experience as described in Part 6 (D).
(Selection rating up to 40 points)

- (B) Management Approach/Plan as described in Part 6 (E).
(Selection rating up to 30 points)

- (C) Key Staff as described in Part 6 (F)
(Selection rating up to 20 points)

- (D) Budget as described in Part 6 (G).
(Selection rating up to 10 points)

- (E) CSB/MBE/FBE Participation: Firms shall submit the names of persons, subcontractors, joint ventures or others to be used in meeting CSB/MBE/FBE rules or requirements in Part 6 (J).
(Pass/Fail)