



September 6, 2016

Dear Prospective Firm:

As part of the ongoing effort to expand passenger air service, encourage existing airline tenants to expand air service, and to attract new airlines to operate commercial air service and grow corporate and general aviation at Cleveland Hopkins International Airport ("CLE") and Cleveland Burke Lakefront Airport ("BKL") (collectively, "Airports"), the City of Cleveland, owner and operator of the Airports, through its Director of the Department of Port Control ("Department"), is soliciting proposals from qualified firms, with demonstrated experience in, and thorough knowledge of, air service planning and economic analysis.

The Department's Air Service Development Program seeks to continue to enhance air service options available from CLE to domestic and international destinations and BKL to domestic, regional markets. Recent and ongoing changes in the airline industry necessitate fundamental changes in the approach which airports take to increasing air service. The Department is looking for a consultant which will be able to provide analytical insights to assist the Department in the development of a comprehensive strategy to ensure that Cleveland's airports reach their fullest potential as air service gateways.

A pre-proposal conference will be held at the Department of Port Control, Executive Conference Room, Cleveland Hopkins International Airport, 2nd Floor, 5300 Riverside Drive, Cleveland, Ohio 44181, on **Thursday, September 22, 2016 at 2:30 p.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 Monday, September 19, 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 Monday, October 10, 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: Air Service Development 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, October 3, 2016 through Monday, October 10, 2016, excluding weekend days.

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

Cleveland Hopkins International Airport Air Service Development Services

Issued: September 6, 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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INTRODUCTION

As part of the ongoing effort to expand passenger air service, encourage existing airline tenants to expand air service, and to attract new airlines to operate commercial air service and grow corporate and general aviation at Cleveland Hopkins International Airport ("CLE") and Cleveland Burke Lakefront Airport ("BKL") (collectively, "Airports"), the City of Cleveland, owner and operator of the Airports, through its Director of the Department of Port Control ("Department"), is soliciting proposals from qualified firms, with demonstrated experience in, and thorough knowledge of, air service planning and economic analysis as described more fully in this Request for Proposal.

The Department's Air Service Development Program seeks to continue to enhance air service options available from CLE to domestic and international destinations and BKL to domestic, regional markets. Recent and ongoing changes in the airline industry necessitate fundamental changes in the approach which airports take to increasing air service. The Department is looking for a consultant which will be able to provide analytical insights to assist the Department in the development of a comprehensive strategy to ensure that Cleveland's airports reach their fullest potential as air service gateways.

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Each Proposer 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 no later than **4:00 p.m. local time on Monday, October 10, 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 or delivered to the address below and must be identified on the outside of the envelope(s) as: **Proposal – Air Service Development Services**.

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

If Proposals are hand-delivered, Proposals should be addressed as above and taken to the Airport Information Counter, located in the center of the ticketing level (next to Checkpoint B), of the passenger terminal building at CLE. Proposals may be hand-delivered during the hours of 10:30 a.m. and 4 p.m., from Monday, October 3, 2016 through Monday, October 10, 2016, excluding weekend days.

The Director reserves the right to reject all Proposals or portions of any or all Proposals, to waive irregularities and technicalities, to re-issue or to proceed to obtain the services desired otherwise, at any time or in any manner considered to be 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 Request for Proposal.

1. PURPOSE OF REQUEST

The City of Cleveland, owner and operator of the Airports, through its Director of the Department, is soliciting proposals from qualified firms ("Proposer"), with demonstrated experience in, and thorough knowledge of, air service planning and economic analysis, as described below. This Request for Proposal is an invitation to experienced air transportation analysts to submit proposals, to the Department, outlining, in detail, the ability to serve as an Air Transportation Economic Analyst to the Department in connection with the development of Cleveland Hopkins International Airport.

The Department's Air Service Development Program ("Program") seeks to continue to enhance air service options available from Cleveland to domestic and international destinations. The continuously changing nature of the airline industry, and airline planning methodologies, necessitate that airports take a more flexible, sophisticated approach to their efforts to increase air service. The Department is looking for a consultant which will be able to provide analytical insights to assist the Department in the development of a comprehensive strategy.

2. SCOPE OF SERVICES

2.1 General Scope.

In accordance with state and federal guidelines, requirements and standards, the Department seeks specialized air service planning and economic analysis services in support of the Department for the Airports. 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 that may be repetitive or non-repetitive.

The scope of the contract shall encompass the defined scope of work. The Request for Proposal does not attempt to define all of the contract needs nor detail them. Rather, it is flexible and allows for the credentials of the Successful Proposer to be demonstrated in the areas of expertise necessary to the contract. Please refer to Section 5.1 – Minimum Qualifications for more details regarding project services and preferred Proposer qualifications and experience.

2.2 Scope of Services.

The City has established the following scope of services to be provided by the Successful Proposer. The City reserves the right to revise the scope of services prior to the execution of a contract to: (1) reflect changes arising out of this proposal process; (2) incorporate any City requirements adopted after the publication of this Request for Proposal; and (3) incorporate any other changes it deems necessary.

(A) Project Description: The Department has a need for an experienced aviation air service planning and economic analysis consultant in support of the Marketing and Air Service Development Office, for the Airports. Specific task assignments are expected to vary depending upon the Department's needs throughout the duration of the contract period. The broad range of required services may include, but not be limited to:

- (1) Identify and quantify CLE's air service-deficient markets, using analytical techniques and strategic insights.
- (2) Provide the Program with analytical insights promoting the Department's development of a comprehensive strategy to ensure Cleveland Airports reach their fullest potential as international and domestic gateways.

Documentation of all study efforts must be prepared in narrative and graphic forms acceptable to the Department. Detailed and specific descriptions, of services to be provided, will be developed on a task-order basis when assigned.

(B) Anticipated Work Assignments: The Department anticipates that the work requirements will include, but not be limited to, the following typical assignments. These examples are provided to demonstrate the range of likely assignments to assist Proposers in the preparation of their proposals. Detailed and specific descriptions, of services to be provided, will be developed, on a task-order basis, when assigned by the Department. The scope of services, to be provided, by the Successful Proposer, may include, but is not limited to, the following:

- (1) Assemble pertinent information relative to the economic and demographic characteristics of the Northeast Ohio service area, and relate this information to air transportation service needs.
- (2) Study and provide information and projections relative to the air transportation potential of CLE and BKL in terms of its present service level, as well as deficiencies therein.
- (3) Prepare and aid in the implementation of specific recommended plans of action for the Department, with such plans designed to

produce the desired development of the Cleveland Airports' full air service potential.

- (4) Evaluate and monitor economic factors pertaining to air carrier operating costs and traffic generation, both actual and potential, at CLE and other airports, including but not limited to, airports identified as competitors to CLE's air service development opportunities.
- (5) Review service proposals submitted or suggested to the Department, by air carriers, to determine the impact such proposals may have on the pattern of air service at CLE, and recommend to the Department changes, adjustments or alternate service proposals which maximize carrier/CLE potential.
- (6) Review applications of carriers, and others docketed by the U.S. Department of Transportation, to determine the extent to which they will affect present and future air service at CLE, and recommend positions to be taken, by the Department, in cases which relate to CLE.
- (7) Prepare economic and technical exhibits and other materials, in written or graphic form, for use by the Department in making air service presentations to senior-level airline management, or as may be required in connection with federal proceedings, conferences or other Department actions.
- (8) Prepare economic and technical exhibits and other materials, in written or graphic form, for use by the Department in proceedings, conferences and other meetings with officials of the U.S. Departments of Transportation, Justice and State.
- (9) Prepare and execute marketing strategies for CLE and BKL to enable it to increase the facility's usage by users of corporate and general aviation.

2.3 Budget.

- (A) The basis of compensation for services performed under the contract will be all-inclusive labor rates, on an hourly basis, for each of the staff classifications requested. The proposed labor rates should include all direct and indirect costs, and profit for the Successful Proposer. The Department will pay to the Successful Proposer the labor rates accepted at contract award and approved reimbursable expenses, subject to the maximum compensation set forth in the contract.
- (B) The all-inclusive labor rates will remain fixed during the term of the contract except as provided for in sub-paragraph (C) below. In the event

the Department assigns a task to the Successful Proposer requiring expertise or personnel not previously identified in its submittal for this contract, the Successful Proposer may submit for the Director's approval alternative staff/firms to perform the work.

- (C) The Successful Proposer may request in writing at least forty-five (45) days prior to the start of the second year, and, again, at least forty-five (45) days prior to the start of the third year of the contract period, an inflationary increase in the approved hourly rates. Any such request must include clear and convincing evidence supporting the need. The Department retains the right to deny any such request based on the insufficiency of documentation received or any other reason it believes will diminish the effectiveness of the services provided.
- (D) Approval of requests for reimbursable expenses is always at the discretion of the Department. The allowability of direct, non-salary costs will be determined by the requirements of the project and the Successful Proposer's location. All reimbursement requests must include appropriate documentation verifying the amount of the request. Approval of requests for reimbursable expenses is at the discretion of the Department.

2.4 Working for Competing Entities.

For the term of the contract awarded as a result of this Request for Proposal, the Successful Proposer must agree to not contract with any other competing state, airport or private entity representing a state or airport to render similar services. Any airport located within a one hundred fifty (150) mile radius of the Airports may be considered a competing airport, including, but not limited to Akron/Canton, Columbus, Detroit, Cuyahoga County, Lorain County, Pittsburgh, Youngstown and Toledo airports.

In cases involving route and exemption proceedings before the U.S. Department of Transportation and the U.S. Department of State wherein the City of Cleveland is a party to the proceeding, representation of civic parties, carriers, or airports which are parties to the proceedings is not allowed except with the agreement of the Department. The Department reserves the right to have the Successful Proposer assign work which involves a conflict to another company.

2.5 Project Administration.

- (A) Within one week after receipt of a written Notice To Proceed issued by the Department, the Successful Proposer shall be prepared to begin work covered by the contract and shall execute the work to be performed on an as-required basis to the Department's satisfaction and in accordance with the tasks specified, unless otherwise directed by the Department.
- (B) All work performed by the Successful Proposer shall be under the direction the Department's Project Manager.

- (C) Tasks orders are individual project tasks that will be assigned by the Department's Project Manager to the Successful Proposer for services to be performed on an as-needed basis. The Successful Proposer will, after assignment of a task by the Project Manager, develop a scope of services, management approach, detailed man hours and cost estimate to be presented for possible negotiation and approval. The Successful Proposer shall not proceed on any project without written approval of the project estimate by the Project Manager.
- (D) All pertinent telephone conversations between the Department and the Successful Proposer relative to instructions and/or authorizations must be confirmed in writing by the Successful Proposer and submitted to the Project Manager for written approval.
- (E) The Successful Proposer 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 will be considered by the Department unless conditions have been specifically documented as required by the terms of the contract. Additionally, this documentation will be verified prior to the Department's authorization to the Successful Proposer to perform additional work, except in the case of an actual emergency situation which will be documented by other appropriate writings.
- (F) The Successful Proposer's staff shall be available with no more than five (5) business days' notice to attend meetings or make presentations at the request of the Department's Project Manager. Such meetings and presentations may be held at any hour between 7:00 a.m. and 10:00 p.m. on any day of the week. The Successful Proposer may be called upon to provide illustrations, audiovisual displays and similar material for such meetings.
- (G) Copies of all appropriate written correspondence between the Successful Proposer and any party pertaining specifically to any project shall be provided to the Department's Project Manager within one week of the receipt or sending of such correspondence.
- (H) All other correspondence shall be turned over to the Department after completion of the project. The Successful Proposer shall provide to the Department, on a monthly basis, progress reports, which describe the work performed on each work element, problems encountered, man hours expended by each member of the Successful Proposer's team and the total dollar expenditure on the project by work element during the reporting period. Progress reports shall be delivered to the Department's Project Manager within one week of the monthly reporting period and shall be attached to the invoices when submitted for payment.

- (I) No work performed on behalf of the Department may be used for other clients or potential clients of the Successful Proposer without prior written approval from the Department's Project Manager.
- (J) Completion times, individual assignments and cost shall be agreed upon before each phase of a specific project assignment.

2.6 Key Staff.

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

- (A) Personnel proposed should 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.
- (B) Proposers should use the personnel classifications listed below in its proposal, exercising judgment relative to a "best fit" of its organizational personnel classifications with those indicated below. No key personnel classifications other than those listed in this Section 2.6 will be accepted for purposes of this Request for Proposal.

An individual may not be proposed to perform in more than one of the proposed key staff roles.

- (1) Corporate Officer: this individual should have experience managing contracts of similar complexity and comparable size. The Corporate Officer has contract signature authority and legally binds the resources of the Successful Proposer to perform the project services at the contract prices to the satisfaction of the Department. The Corporate Officer serves as the client liaison and is responsible for contract administration responsibilities and general project oversight on all tasks assigned by providing insight, direction and support assuring the product, budget and schedule meets Department expectations. The Corporate Officer should have general working knowledge of all tasks that could be required under this contract, and the processes to accomplish those tasks. The Corporate Officer will have the final responsibility for quality control and quality assurance of services provided to the Department. Additionally, the Corporate Officer may be required to participate in discussions and/or presentations on behalf of the Department.
- (2) Project Manager: The Airports daily contact person and the main contact with third parties on behalf of the Airports. This individual should have experience in air service development, route planning or network planning. He/she should have experience in managing subcontractors, meeting deadlines and making presentations. The Project Manager will be responsible for the

administration of the contract and will be the day-to-day direct point of contact between the Department and the Successful Proposer. This individual may also represent the department as the principal contact with air carriers. The Project Manager will manage and provide task leadership to the project, including overall scheduling, assignment of staff resources, budget review/adherence, quality control and day-to-day coordination of staff activities and subcontractors. He/she should have prior experience successfully managing on-call, multi-tasked contracts of comparable size.

- (3) Research Director: Main contact person with various outside data sources, including Data Base Products, DOT, Innovata, OAG and the like. The Research Director is responsible for in-house coordination of presentations, as well as quality control.
- (4) Senior Analyst: Main person working on presentations on behalf of the Department. He/she should have experience preparing presentations on behalf of aviation clients such as airports or airlines and have experience with spreadsheet and presentation software, including, but not limited to, Excel and PowerPoint.
- (5) Junior Analyst: He/she should have knowledge of the aviation industry as well as experience preparing presentations, have a working knowledge of spreadsheet and presentation software, including, but not limited to, Excel and PowerPoint.

- (C) Individuals proposed and accepted by the Department as personnel for this contract are expected to remain dedicated to the contract.
- (D) In the event a key staff person becomes unavailable for continuation of the work assignment, the Successful Proposer shall replace said individual(s) with personnel of equal ability and qualifications. However, any changes to designated key staff personnel will require the prior written approval of the Department. If acceptable, changes shall be effected without additional cost to the Department and without formal modification of the contract.
- (E) The Successful Proposer shall provide personnel at skill levels required for each type of services to be performed under the contract. Any employee whose service is deemed unsatisfactory for any reason by the Department shall be removed from the project. Upon written notification from the Department, the Successful Proposer shall promptly offer a replacement with equal ability and qualifications for the Department's approval. The Successful Proposer shall be responsible for any costs arising from the action of the Department relative to this requested action.

2.7 Key Tools.

The Successful Proposer shall maintain a subscription for the Department's and Proposer's staff to an interactive aviation data provision service. This service must meet the following requirements:

- (A) In a single product, will combine data from: airline schedules; U.S. DOT O & D database and U.S. DOT T100 database.
- (B) Offers demographic mapping capacity, capturing the population and average income contained in any U.S. airport's catchment area.
- (C) Allows breakdown of quarterly data by the individual months within each quarterly period.
- (D) Enables user to breakdown revenue by each fare class (e.g. first class, business class, full Y, frequent flier renewal, and the like).
- (E) Would enable user-generated QSI-based route forecasts.

2.8 Financial Offer.

Proposers should submit their best financial offer including hourly staff rates as necessary and approved reimbursables for any flat rates for travel. No qualification of the financial offer will be accepted. The financial offer shall be considered a final offer and will not be subject to negotiation.

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 Proposer that best satisfies the needs of the Department based on the requirements of this Request for Proposal. The Department reserves the right to award more than one contract, using the criteria defined in this Request for Proposal, if, in the Department's judgment, there is more than one qualified Proposer to fulfill the commitments.
- (B) The term of the contract shall be for a one (1) year with three (3) one-year options.
- (C) The City may terminate the contract at any time for cause upon failure to perform in a manner satisfactory to the City after the Successful Proposer 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 anytime during review or audit of the Successful Proposer and its CSB contractors the City determines that the Successful Proposer and its CSB subcontractors are not functioning in good faith, the Successful Proposer 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 Proposer does not meet the provisions of the corrective action plan and the City continues to find the Successful Proposer and its CSB 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 Department contracts.
- (E) The City may terminate the contract for cause and without any prior notice should the Successful Proposer fail to maintain any licenses or permits as required by the contract or fail to adhere to the City's and/or Department's applicable rules and regulations.
- (F) The City may, at any time and in its sole discretion, without cause and upon thirty (30) calendar days' written notice, discontinue the contract entirely. Such discontinuance of the contract by the City shall not constitute a breach of the contract by the City and the City shall have no obligation or liability whatsoever; and Successful Proposer shall make no claim for payment of damages or of any cost or expense incurred in connection therewith.
- (G) Failure of the Successful Proposer to strictly enforce a subcontract agreement with any of its subcontractors shall be considered a default by the Successful Proposer and grounds for termination of its contract.
- (H) By submitting a Proposal, in response to this Request for Proposal, a Proposer is certifying that all work will be performed in conformance with applicable local, state and federal laws and regulations and accepts the terms and conditions set forth herein, all of which will be made a part of any contract awarded as a result of this Request for Proposal.
- (I) Any member of the Successful Proposer'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 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 this contract. Failure to comply with appropriate security requirements may be grounds for loss of security access and/or Contract termination.

- (J) Proposer or subcontractor shall not discriminate on the basis of race, color, national origin, or sex, in the performance of this contract.
- (K) The statement above must be included in all subcontractor and subconsultant agreements that the Proposer signs with a subcontractor or subconsultant.

3.2 Joint Ventures.

If the proposal is submitted on behalf of a joint venture or partnership, an executed copy of the joint venture or partnership agreement must be submitted with the proposal 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.

3.3 Subcontractors.

Clearly indicate the specific tasks or areas of expertise that are subcontracted, and to what entities. Experience cited for proposed subcontractors shall demonstrate proficiency in the services proposed for this contract. If the Proposer has doubt as to whether an area or field of expertise may potentially be used on the project, then strongly encouraged is a subcontractor with this specialty be provided with the list of subcontractors intended to be part of the Proposer's project team. Adding subcontractors 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 not approved by the Board of Control will not be allowed to work on the Project in any aspect.

3.4 Insurance.

The Successful Proposer, 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 Proposer, as contractor, shall provide a copy of the policy or policies and any necessary endorsements, or a substitute for them satisfactory to and approved by the Director of Law, evidencing the required insurances upon execution of the contract.

- (A) Successful Proposer, at its own expense, shall maintain with insurance underwriters reasonably satisfactory to the City commercial general liability and, if necessary, commercial umbrella insurance, covering the Successful Proposer and the City, as their interest may appear, against claims for bodily injury, personal injury, death and property damage

occurring in, on or about the Airports (including automobile, contractual, completed operations, independent contractor and product hazards). Such insurance shall have a limit of not less than Two Million Dollars (\$2,000,000) each occurrence combined single limit and in the aggregate as respects products and completed operations or any other increased amount as the City may reasonably require.

- (B) Successful Proposer shall, at its own expense, maintain business automobile liability and, if necessary, commercial umbrella insurance with a limit of not less than Two Million Dollars (\$2,000,000) each occurrence for operations (other than on-airport activities of the Successful Proposer) covering the Successful Proposer and the City, as their interest may appear, against claims for bodily injury, death and property damage or any other increased amount as the City may reasonably require.
- (C) Professional liability insurance with 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.
- (D) Successful Proposer shall, at its own expense, procure its own workers' compensation and employer's liability insurance as provided under the laws of the State of Ohio. Notwithstanding the foregoing Successful Proposer shall increase the limit of employer's liability insurance to a limit of not less than One Million Dollars (\$1,000,000) each occurrence or any other increased amount as the City may reasonably require. Successful Proposer shall save City harmless from any and all liability from or under said act.
- (E) Successful Proposer, at it own expense, shall maintain statutory unemployment insurance protection for all its employees.
- (F) Maintain such other insurance policies as may be reasonably required by the City.

4. GENERAL INFORMATION

4.1 Submission of Proposal.

- (A) Each Proposer shall provide all information requested by the City in this Request for Proposal. Proposers 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) Proposers are advised to carefully read and complete all information requested in the Request for Proposal. If the Proposer'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 greatest 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 Proposer 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 than 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, the Proposer should clearly mark each page, but only that page, of its Proposal that contains that information. The City will notify the Proposer if such information in its Proposal is requested, but cannot, however, guarantee the confidentiality of any proprietary or otherwise sensitive information in or with the Proposal. Blanket marking of the entire Proposal as "proprietary" or "trade secret" will not protect an entire Proposal and is not acceptable.
- (B) The Director, at his sole discretion, may require any Proposer to augment or supplement its Proposal or to meet with the City's designated representatives for interview or presentation to further describe the Proposer's qualifications and capabilities. The requested information, interview, meeting or presentation shall be submitted or conducted, as appropriate, at a time and place the Director specifies.
- (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 Proposal submission

("Proposal Expiration Date"). Until the Proposal Expiration Date, Proposer agrees that its Proposal shall remain in effect, as submitted, and subject to selection by the City.

4.3 Supplemental Information.

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

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

Prospective Proposers 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 Proposer must be determined to be in compliance with policies and procedures of the City's Office of Equal Opportunity ("OEO"). Accordingly, prospective Proposers 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 Proposer 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 Proposal will be considered the subcontractors that you will use in the contract if awarded to you. (Refer to **Exhibit "A"** regarding the City's Sub-contractor Addition and Substitution Policy and

Procedure.) The City reserves the right to approve an award, but not approve a proposed subcontractor.

The City maintains a list of Vendors Ineligible to Contract or Subcontract with the City at the City of Cleveland website: <http://www.city.cleveland.oh.us>. It is each proposer'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. Proposers shall make every effort to use MBEs and FBEs as subcontractors where available and practical.

Please be aware that the participation of CSB/MBE/FBE firms listed in your Statement will be monitored by the City's Office of Equal Opportunity throughout the duration of the contract. The successful 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. **Successful Firms performing on airport projects have a dual reporting requirement. Successful Firms will be required to provide subcontractor agreements to the Emerging Business Enterprise Development Office. Additionally, successful Firms and subcontractors (Non-CSB/MBE/FBE and CSB/MBE/FBE) will be required to enter all payments and invoice information and certified payroll (where applicable) 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 Qualifications, 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 Proposer 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 Proposer shall comply with all terms, conditions and requirements imposed

on a "contractor" in the Equal Opportunities Clause, Section 187.22 of the Codified Ordinances.

4.5 Outreach Events.

All Proposers 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.

4.6 Equal Opportunity Clause.

The Successful Proposer, 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 Proposer 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 Proposer, 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.

4.7 Short-listing.

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

4.8 Execution of Contract.

The Successful Proposer 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.

4.9 Familiarity with Request for Proposal; Responsibility for Proposal.

By submission of a proposal, the Proposer 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 Proposer will not relieve it from responsibility for all parts of its Proposal and, if selected for a contract, its complete performance of the contract in compliance with its terms. Proposer acknowledges that the City has no responsibility for any conclusions or interpretations made by Proposer on the basis of information made available by the City and the City does not guarantee the accuracy of any information provided and Proposer 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.

4.10 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 6, 2016
Pre-proposal Conference	September 22, 2016
Deadline for Inquiries	September 27, 2016
Written Response to Inquiries	September 28, 2016
Deadline for Proposals	October 10, 2016

4.11 Interpretation of Proposal Document.

- A. If any prospective Proposer 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 27, 2016. 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 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.

5. QUALIFICATIONS FOR PROPOSAL

5.1 Minimum Qualifications.

Each Proposer, 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 Proposal. If Proposer is a partnership or a joint venture, at least one general partner or constituent member must meet the requirements. Each Proposer must:

- (A) Have seven (7) or more years of continuous experience within the last ten (10) years in providing air service planning and economic analysis consulting services to airports.
- (B) Clearly demonstrate and document, within its Proposal, its experience in the types of contract services listed in this Request for Proposal. It is preferred that relevant experience cited on behalf of Proposers be within the last ten years.

Proposers should clearly indicate the specific tasks or areas of expertise that will be subcontracted, and to what entities. Experience cited for proposed subcontractors should demonstrate proficiency in the services proposed for this contract. Please refer to Sections 3.3 for information relative to CSB subcontracts proposed for goal attainment.

- (C) Proposers must submit, with their Proposal, three (3) written, verifiable references, dated within the last three months, from business familiar with the Proposer's consulting services as are outlined in this Request for Proposal; providing positive recommendations for the Proposer'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 services provided.
- (D) 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, Proposer's Proposal may be rejected. If Proposer is a partnership or joint venture, at least one of the general partners or one of the constituent members respectively must possess said minimum qualifications.

- (E) Proposers 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 Proposer at the Airports or elsewhere.
- (F) Proposers must be authorized to conduct business in the State of Ohio, County of Cuyahoga and the City of Cleveland.

6. PROPOSAL CONTENT

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

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

If a corporation, state the full name and title of each of the corporate officers and their experience as an owner, operator, or manager of an air services planning and economic analysis consulting firm. The state of incorporation is to be included. If the Proposer is not an Ohio corporation, a statement advising whether or not the Proposer 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 Proposer 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 as an owner, operator or manager of an air services planning and economic analysis consulting firm 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 as an air services planning and economic analysis consultant 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 Proposer's background, level of expertise, direct relevant experience and ability. The executive summary should make the Proposer's case as the best candidate for providing air services planning and economic analysis consulting services to the Department. Proposer 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: Proposer shall include a list of exceptions to the Request for Proposal, if any. If there are no deviations or exceptions to any portion of this Request for Proposal, Proposer shall state that on the "Exceptions" page. If no deviations or exceptions are identified and the City accepts the Proposer's proposal, Proposer shall conform to all of the requirements contained in the Request for Proposal.
- (D) Experience – Commercial Aviation: This section gives Proposers the opportunity to discuss their industry experience and what defines them as a leader in their industry. Proposer may submit as much information in this section as is needed to differentiate its company and proposal from the other Proposers. 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 in providing air services planning and economic analysis consulting services to medium or large airports, tourism entities or travel companies 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 five (5) 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 five (5) years.
- (E) Experience – Corporate/General Aviation: Proposer should discuss its experience in promoting corporate and/or general aviation activities, citing examples of previous work, including the name, location and date of all similar contracts that have been terminated or canceled within the past five (5) 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 five (5) years.
- (F) Key Staff: The Proposer should indicate the key staff proposed for this contract, setting forth the specific responsibilities and availability of each proposed key staff person. Provide for each proposed key staff person a one page resume detailing both general experience and specific experience related to the services as defined in this Request for Proposal. Identify any proposed personnel that participated in projects listed as

references and describe the role each individual had in the project(s). (Refer to sub-paragraph 6 (H) below.)

- (G) Statement of Project Goals: In a brief narrative format, the Proposer should set forth its understanding of the anticipated project goals, and discussing the unique nature of task-order, on-call services.
- (H) Management Approach: Provide an organizational chart of the Proposer's firm 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 Airports for this contract should also be included.
- (I) Work Product Samples: Proposer is to submit a case history which demonstrates its ability to develop a carrier/market-specific action plan. Be specific as to how and why Proposer decided to approach the project a certain way. This case history should address the following elements: (i) market research; (ii) concept; (iii) strategy; and (iv) supporting tactics (e.g. traffic forecast). In addition, provide examples and discuss, in narrative, the Proposer's capacity to produce quality materials in written, graphic and pictorial form.

Proposer is to submit what it considers the "best" carrier/market-specific air service proposal developed in the last three (3) years, and describe why Proposer believes it to be the best. Specify which key staff participated in developing the proposal, and describe their respective roles.

Note: The case history and the sample proposal can be the same proposal if the Proposer feels it is the "best" one developed by the firm. The sample proposal must have been developed within the past three (3) years. The case history does not have this restriction.

- (J) Financial Offer: The Proposer shall submit its best financial offer including hourly staff rates as necessary and approved reimbursables for any flat rates for travel. No qualification of the financial offer will be accepted. The financial offer shall be considered a final offer and will not be subject to negotiation.
- (K) CSB Participation: Proposers shall submit the names of persons, subcontractors, joint ventures or others to be used in meeting CSB/MBE/FBE goals or requirements.
- (L) Proposer's Affidavit: Proposer 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 subject to proposal, and further agreeing that no such money or reward will be hereafter paid.

- (M) Additional Submittal Requirements: Proposer 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 Tuesday, September 27, 2016. 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 Proposer in submitting its Proposal or in the performance of its obligations under the Request for Proposal.

8. DISQUALIFICATION OF PROPOSAL

The City does not intend by this Request for Proposal to prohibit or discourage submission of a Proposal that is based upon Proposer'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 Proposer submit only one proposal including all alternatives to the Proposal that the Proposer 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 Proposer. The City may reject one or more proposals if it has reason to believe that Proposers 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 Proposer 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 Proposer 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 financial status, qualifications, experience and performance history of a Proposer.

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 Proposer.

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's 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 Proposers 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 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 proposal comparison when evaluating competing proposals. The use of Evaluation Credits does not alter the proposal submitted by a Proposer 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 "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 Proposer. Instead, the rating reflects the City's best attempt to quantify each Proposer'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 – Commercial Aviation as described in Part 6 (D).
(Selection rating up to 20 points)
- (B) Experience – Corporate/General Aviation as described in Part 6 (E).
(Selection rating up to 5 points)
- (C) Key Staff as described in Part 6 (F). (Selection rating up to 20 points)

- (D) Management Approach as described in Part 6 (H). (Selection rating up to 20 points)
- (E) Work Product Samples as described in Part 6 (I). (Selection rating up to 15 points)
- (F) Financial Offer as described in Part 6 (J). (Selection rating up to 20 points)
- (G) CSB Participation as described in Part 6 (K). (Pass/Fail)