



Request for Proposal

Cleveland Hopkins International Airport Neutral Host Distributed Antenna System

Issued: March 15, 2023

**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:

Northern Ireland Fair Employment Practices Disclosure
Request for Taxpayer identification Number
Affidavit
Non-Competitive Bid Contract Statement for Calendar Year 2023
ACDBE Guidelines and Forms

EXHIBITS:

Exhibit “A” Sub-contractor Addition and Substitution Policy
Exhibit “B” Local Producer/Local Sustainable Business Ordinance
Exhibit “C” Mandatory FAA Guidelines
Exhibit “D” – Department of Port Control Specifications
Exhibit “E” – Fee Proposal Schedule
Exhibit “F” – Security Questionnaire

INTRODUCTION

The City of Cleveland (“City”), owner and operator of Cleveland Hopkins International Airport (“CLE”) and Burke Lakefront Airport (“BKL”) (collectively “Airports”), through its Director of the Department of Port Control (“Director”), invites written Proposals from qualified firms to provide a neutral host distributed antenna system to CLE. Qualified firms either singly or in joint venture or other legal arrangements (collectively, the “Firm”, “Respondent” or “Consultant”) must have the requisite, demonstrated competence and experience, and a thorough knowledge of a neutral host distributed antenna system.

A non-mandatory pre-proposal conference will be held on **Monday, March 27, 2023** at 9:00 a.m. local time **via WebEx Meeting. To call into the meeting call 1-415-655-0002 and the access code is 2631 677 6935.** At that time, interested parties may ask questions pertaining to this Request for Proposal (“RFP”). Those planning to attend the pre-proposal conference must register by Friday, March 24, 2023, by e-mail to smuia@clevelandairport.com. It will be necessary to provide the names of all attendees when registering. It is also advantageous to provide e-mail addresses for all attendees, although it is not required. Firms are encouraged to attend the conference, although attendance is not mandatory.

Each Consultant shall submit seven (7) complete Proposals, consisting of one (1) unbound original, five (5) identical bound copies and one (1) digital copy in either Microsoft Word (.doc/.docx) or Adobe Acrobat (.pdf) format, to the City no later than 4:00 p.m. local time on **Friday, April 14, 2023**. No Proposal shall be accepted after that time unless such date or time is extended pursuant to a written addendum issued by the City. **Fee proposal must be in a separate, sealed envelope.**

Proposals may be mailed to the address below and must be identified on the outside of the envelope(s) as: **Proposal – Neutral Host Distributed Antenna System.**

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

Firms may also elect to submit their Proposal electronically. Please send the electronic Proposal submission to airportprocurement@clevelandairport.com. All electronic submissions must be received no later than **4:00 p.m. local time on Friday, April 14, 2023.**

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 proceed to provide the services otherwise in the best interest of the City. The Director may, at his sole discretion, modify or amend any and all of the provisions herein.

The Department of Port Control (“Department”) has instituted a program whereby interested parties may receive this RFP through the City’s website and the Department’s website along with all applicable documentation.

Please refer to the following websites for access to the RFP:

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

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

NOTE: In an effort to comply with the City of Cleveland’s green initiatives, the Department will advertise all Requests for Proposals and Requests for Qualifications on the websites listed above together with all supporting documentation. A Letter of Invitation will be released as notification of the publication of 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 Neutral Host Distributed Antenna System RFP, will be posted on the above sites, as no paper mailings will be made for this Project. Upon receipt of a Letter of Invitation, it is requested that interested Firms contact Sharri Muia via e-mail: smuia@clevelandairport.com as confirmation of receipt and interest.

1. BACKGROUND.

The City, owner and operator of the Airports, through its Director, is inviting Proposals from qualified firms, to act as a service provider, to implement and manage, a Neutral-Host Distributed Antenna System (NH-DAS), at CLE, to provide enhanced cellular telephone access through wireless carrier services, throughout all areas, of the passenger terminal buildings. The Distributed Antenna System shall support the air traveling public, airline tenants, other CLE tenants and CLE Operations.

2. SCOPE OF SERVICES.

2.1 Scope of Services.

Firms shall submit a business model indicating the source of funding to be used for the Project. The Department has no preference for one specific model. The Airport is interested in a model that delivers a premium experience for the air traveling public, satisfies the needs of CLE tenants and requires no capital outlay, by the City.

Vendors shall:

1. Provide an integrated IT implementation, maintenance and contractual/leasing proposal.
2. Provide their recommended optimal infrastructure model for implementation. This model shall be flexible/re-configurable to adapt to changes in the layout of the terminal and concourses of CLE.
3. Describe technical assessments necessary to determine an optimal implementation.
4. Propose a multi-year/long-term contract, or other agreement, for sharing infrastructure, risk and revenue, including a competitive Minimum Annual Guarantee (“MAG”).
5. Explain why their proposed model provides the best return for CLE.
6. Describe their framework approach, to administer and maintain NH-DAS infrastructures, to deliver high availability, scalable capacity, seamless performance and robust security.
7. Describe their ability to provide the requested solution and identified service.

8. Describe the length of time they have provided Cellular Carrier NH-DAS services, including examples of types, size and scope of services provided.
9. Provide examples of agreements and coordination with the Wireless Services Providers (“WSPs”) that are expected to be operating at the Airport (Verizon, AT&T, T-Mobile, etc.). and
10. The Respondent must be in good standing with CLE.

SYSTEM OPERATIONS

1. Provide detailed information on the management and maintenance of the system and services provided. This section shall address day to day operational requirements, reporting, coordination and existing and potential (new) WSPs, interfacing with tenants and users of the system, and the proposed coordination and interaction with CLE staff.
2. Provide an explanation of tiered support and contact methods for escalation in the event of a system outage. Support shall be available 24/7/365. and
3. Respondents shall explain/provide disaster recovery/backup plan to ensure continuity of the system and all associated data. This section should also describe the proposed system redundancy/resiliency.

PROJECT OBJECTIVES

In connection with this Cellular Carrier NH-DAS, CLE has established the following project objectives. The vendor shall:

1. Provide all necessary equipment, materials, supplies and labor to design and install a Cellular Carrier NH-DAS System throughout the entire Airport. The purpose is to ensure adequate signal coverage to enhance the quality of customer and operational voice and data services using commercial wireless carrier networks. The installation shall be performed in a manner that complies with all applicable building codes. The successful Respondent shall coordinate design and construction elements with on-going projects at the Airport.
2. The proposed NH-DAS shall be a WSP-neutral solution which supports the various WSPs desiring to supply 5G wireless service in the Airport. This shall be independent of the wireless frequencies and format used by the various WSPs.
3. Design of a Cellular Host NH-DAS to support multiple cellular carriers including all current wireless communications and broadband data requirements.
4. Maintain, monitor, and manage the Cellular Host NH-DAS to include regular service and maintenance, active monitoring and system restoration, Cellular Host NH-DAS system upgrades and enhancements to support the latest wireless carrier technologies, and management of wireless carrier access to the NH-DAS. The Cellular Carrier NH-DAS shall be operated as a neutral-host system and shall not discriminate against any wireless carrier, frequencies, or technologies. The Cellular Carrier NH-DAS shall not cause harmful interference with CLE’s operational and public safety radio communications systems.
5. In the event the successful Respondent and/or the individual cellular carriers begin to provide new service offerings, utilizing new technologies (e.g., providing broadband data service using 5G technologies), any additional revenue generated, through the use of the Cellular Carrier NH-DAS, will be subject to a new revenue sharing agreement with CLE, to be negotiated prior to such services being brought online.

6. Providing all preventative maintenance and system repairs, including system updates throughout the term of the contract, as required for the normal operation of the Cellular Carrier NH-DAS.
7. Any and all electrical work, including installation of new electrical outlets required to support the Cellular Carrier NH-DAS equipment. All electrical installations shall conform to the latest CLE standards as well as NEC and local codes and requirements.
8. The successful Respondent shall comply with all codes, ordinances, regulations, and any other legal requirements of public authorities which will bear on the implementation of work for the project.
9. The successful Respondent shall provide all required notices and plans prior to performing any work that may affect Airport operations and/or the availability of the system(s). These notices and plans must be approved by CLE prior to commencement of work.
10. All contractors working for CLE are required to go through the airport badging process which shall be at the successful Respondents expense. and
11. Provides cellular wireless coordination, design of a Cellular Carrier NH-DAS including in building and exterior areas of the airport, construction of all components of the Cellular Carrier NH-DAS, and monitoring and maintenance of the Cellular Carrier NH-DAS. All work should be coordinated closely with the airports project manager.

2.2 Requested Special Provisions.

The following is a list of requested special provisions:

- (a) Ninety (90) calendar day Notice of Cancellation. Ten (10) calendar day notice for non-payment of premium.
- (b) Worldwide coverage territory.
- (c) Include excess coverage on annual automobile race, plane pull, air show and any other special event provided dates are advised and evidence of primary policy limit of \$25,000,000.00 each occurrence and in the aggregate. and
- (d) Multi-year policy endorsement.

2.3 Claims Service.

Claims service is to be provided on a local basis. Should the claims service provider be or become unsatisfactory to the Director, the insurance company and/or underwriter shall use its best efforts to correct the unsatisfactory services and/or retain a different service provider.

The Successful Firm shall furnish, to the Director, on a monthly basis, as well as on the anniversary of the policy, a schedule showing the dates of each occurrence, amount of each claim and to whom paid, the date on which payment was made and the date and reserve amount of each claim on file which has not yet been settled or dismissed.

3. GENERAL TERMS AND CONDITIONS OF THE CONTRACT.

3.1 Terms and Termination.

- A. The Director intends to recommend award of a contract to the firm that best satisfies the needs of the Department based on the requirements of this RFP. The

Director reserves the right to award more than one contract, using the criteria defined in this RFP, if, in the Director's judgment, there is more than one qualified firm to fulfill the commitments.

- B. The term of the contract shall be for a period of five years, with three one-year options, exercisable by the Director of Port Control.
- C. The Director may terminate the contract, at any time, for cause, upon failure to perform in a manner satisfactory to the Department 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, unsatisfactory performance of services, unsatisfactory operating practices or unsatisfactory equipment and failure to comply with other provisions of the contract. The City shall, in the sole exercise of its business judgment, determine whether the service or any part thereof, is being performed in an unsatisfactory manner.
- D. If at any time during review or audit of the successful Firm and its ACDBE subcontractors the City determines that the successful Firm and its ACDBE subcontractors are not functioning in good faith, the successful Firm must submit a corrective action plan within five (5) 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 ACDBE 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.
- E. 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.
- 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 Firm shall make no claim for payment of damages or of any cost or expense incurred in connection therewith.
- G. 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.
- H. By submitting a Proposal in response to this RFP, a Firm 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 RFP.

- I. The contract, to be awarded, under this RFP shall be a fixed-price contract subject to a contract ceiling dollar amount. Said amount includes all fees, to be charged, for the services, plus all related costs and expenses of the successful Firm in performing such services.

3.2 Sub-contractors/Sub consultants.

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

3.3 Financial Proposal.

Firm should submit its fee proposal, for all its services, in a separately sealed envelope, clearly marked on the outside. **Firms must provide their fee proposal, utilizing the Fee Proposal Schedule in Exhibit E.** No qualification of the financial offer will be accepted. The fee proposal shall be considered a firm and final offer and will not be subject to negotiation.

3.4 Americans with Disabilities Act.

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

3.5 Insurance.

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

- A. Comprehensive General Liability Insurance. The comprehensive general liability insurance policy ("CGL") shall (1) be occurrence type; (2) name City and the Designer as an additional insureds; (3) include products/completed operations coverage; (4) have limits of not less than a combined single limit of Five Million Dollars (\$5,000,000.00), covering the successful Contractor, the City and the Designer as their interest may appear, for any one incident; and (4) be primary and non-contributory, notwithstanding any other insurance covering City. Such policy or policies shall include "Contractual Liability", the "Explosion Hazard",

the "Underground Property Damage Hazard", and the "Collapse Hazard". If Contractor shall use motor vehicles on the aircraft ramps, taxiways or runways of the Airport and such vehicles are not escorted by escorts authorized and approved by the City, the limit of the CGL insurance required to be maintained by the Contractor shall be increased to a limit of not less than Ten Million Dollars (\$10,000,000.00), covering the successful Contractor and the City as their interest may appear, for each occurrence.

- a. This insurance shall include coverage for damage of property of any nature in care, custody, or control of the contractor or any property over which the successful Contractor is directly or indirectly exercising physical control by reasons of the work to be performed.
 - b. Contractor may utilize Excess or Umbrella coverage to satisfy limit requirements as long as those policy do not restrict the primary policy in any way.
- B. Business Automobile Liability Insurance. The business automobile liability insurance policy shall cover each automobile, truck or other vehicle used in the performance of the services in an amount not less than a combined single limit of Five Million Dollars (\$5,000,000.00), covering the successful Contractor and the City as their interest may appear, for any one incident for bodily injury (including death at any time occurring) and property damage per occurrence for any work and/or access to the landside area of the Airport and a combined single limit of Ten Million Dollars (\$10,000,000.00), covering the successful Contractor and the City as their interest may appear, for any one incident for bodily injury (including death at any time occurring) and property damage per occurrence for any work and/or access to the airside area of the Airport.
- C. Professional liability insurance (including errors and omissions) shall have limits of not less than One Million Dollars (\$1,000,000.00) each occurrence and subject to a deductible each occurrence of not more than Fifty Thousand Dollars (\$50,000.00) per occurrence and in the aggregate and if not written on an occurrence basis, shall be maintained for a period of not less than two (2) years following the completion of the services provided under the contract. The policy shall include valuable papers coverage with limits of not less than One Hundred Thousand Dollars (\$100,000.00).
- D. Workers' compensation and employer's liability insurance as provided under the laws of the state of Ohio. Notwithstanding the foregoing successful Contractor shall increase the limit of employer's liability insurance to a limit of not less than One Million Dollars (\$1,000,000.00) each occurrence or any other increased amount as the City may reasonably require. Successful Contractor shall save the City harmless from any and all liability from or under said act.
- E. The successful Contractor shall take out and maintain in the name of the City of Cleveland as owner, and himself as Contractor, all builder's risk insurance in an amount equal to one hundred percent (100%) of his construction contract.

- F. Successful Contractor shall maintain statutory unemployment insurance protection for all its employees.
- G. The policy or policies shall be with companies authorized to do business in the State of Ohio and rated A- VII or above by A. M. Best Company or its equivalent.
- H. The policy or policies shall contain the following special provision: “The Company agrees that thirty (30) calendar days prior to cancellation or reduction of the insurance afforded by this policy, with respect to the contract involved, written notice will be sent by certified mail to the Director of Port Control, City of Cleveland.”
- I. Maintain such other insurance policies such as Garage Keepers and the like as may be reasonably required by the City.
- J. An original certificate of insurance, declarations pages of the policy (ies) or insurance binder(s) shall be deposited with the Department of Port Control City of Cleveland before the commencing of any work under the contract.
- K. Successful contractor shall name the City of Cleveland and the Department of Port Control as an additional insured on their General Liability and Auto policies.
- L. All policies shall contain a waiver of subrogation wherein the insurer(s) waives all rights of recovery against the City of Cleveland and Department of Port Control. All policies shall be primary and non-contributory.
- M. Contractor shall require any and all of its subcontractors to procure, maintain and pay premiums for the insurance coverages and limits of liability outlined above with respect to products, services, work and/or operations performed in connection with this Agreement.
- N. The maintenance of such insurance as outlined herein shall in no way constitute a waiver of legal liability for damages to any adjoining buildings or their contents or the work and property of others on the site beyond the limits of insurance thus maintained. The Contractor shall hold harmless the Airport Engineer and their agents for and from any injury or damage resulting from the negligent or faulty performance by the Contractor or his subcontractors. All insurance shall be carried without interruption to the end of the guarantee period.

4. GENERAL INFORMATION

4.1 Submission of Proposal.

- A. Each firm shall provide all information requested, by the City, in this RFP. Firms must organize their submittal to address each of the elements outlined and in the same order listed in Section 6 of this RFP.

- B. Firms are advised to carefully read, and complete, all information requested in the RFP. If the Firm's response, to this RFP, 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 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 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 Firm 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 RFP. 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, Firm 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 a Firm 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 Firm's qualifications and abilities. The decision regarding which Firm(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 Firm may not substitute material elements of its written Proposal, nor may Firm provide previously omitted material.

4.4 Airport Concessions Disadvantage Business Enterprise Participation

In accordance with the regulations of the United States Department of Transportation, 49 CFR, Part 23, the City of Cleveland, Department of Port Control has implemented an Airport Disadvantaged Business Enterprise Program ("ACDBE"). This program applies to all projects that are federally funded, in whole or in part and to all recipients that received a grant for airport development at any time after January 1988 that authorized under Title 49 of the United States Code. The objectives of the ACDBE program are to ensure nondiscrimination in the award and administration of United States Department of Transportation assisted contracts, and assist to remove barriers to the concessions opportunities of minority business enterprises owned by socially and economically disadvantaged individuals that have been certified by the Ohio Uniform Certification Program and/or the Ohio Department of Transportation.

An **ACDBE Goal of 3%** has been established for this Concession. ACDBE participation may be in the form of one or more joint ventures, partnerships, subcontracts or other legal arrangements meeting the eligibility standards in 49 CFR Part 23.

The selected Concessionaire will be required to submit information concerning the ACDBE firm(s) that will participate in the Concessions including the name and address of each Concessionaire and Sub-concessionaire, the estimated annual gross receipts to be earned by each named Concessionaire and Sub-concessionaire, a description of the legal arrangements to be utilized and the total overall estimated annual gross receipts to be earned.

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

The selected Concessionaire will be required to comply with the Department's ACDBE Program for the entire term of the contract.

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

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

All proposed sub-concessionaire listed in your Statement must receive written Board of Control approval in advance. The sub-concessionaires you propose in your sealed Statements will be considered the sub-concessionaire that you will use in the contract if awarded to you. After award, if the Concessionaire seeks termination or substitution of a sub-concessionaire, the request must be submitted in writing to the Department of Control's Office of Compliance and Inclusion (OCI). Additionally, see **Exhibit "A"** regarding the City's Sub-contractor Addition

and Substitution Policy and Procedure. The City reserves the right to approve an award, but not approve a proposed sub-concessionaire.

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

In addition, the City of Cleveland is firmly committed to assisting ACDBEs and SBEs through its contracting activities, and the City intends to contract with Concessionaire that share that commitment. Concessionaires shall make every effort to use ACDBEs as sub-concessionaire where available and practical.

Please be aware that the participation of ACDBE Concessionaire listed in your Statement will be monitored by the Department's Office of Compliance and Inclusion ("OCI") throughout the duration of the contract. The selected Concessionaire will be responsible for providing the Department's OCI with any and all information necessary to facilitate this monitoring, including sub-concession agreements, invoices and cancelled checks. Selected Concessionaire performing on CLE concessions have a **dual reporting requirement**. Selected Concessionaire will be required to provide sub-concessionaire agreements to the Department OCI.

Additionally, selected Concessionaire and sub-concessionaire (ACDBE and Non ACDBE) will be required to enter ALL payments, canceled checks and invoices associated with the contract and or agreements into the contract monitoring system, B2Gnow software. Certified payrolls (where applicable) are submitted to OCI on a weekly basis.

If any time during review of audit of the selected Concessionaire and its ACDBE sub-concessionaires the City determine that the selected Concessionaire and its ACDBE sub-concessionaires are not functioning in good faith, the selected Concessionaire must submit a corrective action plan within five (5) calendar days of the written findings. The City then will review the corrective action plan and, if acceptable, will provide written approval of the plan. If the selected Concessionaire does not meet the provisions of the corrective action plan and the City continues to find the selected Concessionaire and its ACDBE sub-concessionaires not to be functioning in good faith or in non-compliance with the non-discrimination provisions of the contract, the City shall impose sanctions as it may determine the appropriate, including but not limited to (i) cancellation, termination or suspension of the contract or (ii) suspension from participation in future Department contracts.

It is the City's objective that the ACDBE performs a commercially useful function. An ACDBE 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 ACDBE must have a necessary and useful role in the transaction of a kind for which there is a market outside the context of the ACDBE program. In the event sub-concessionaires performance is in the form of joint venture partnership, OCI will adhere to the guidelines provided in Airport Concessions Disadvantaged Business Enterprise Joint Venture Guidance.

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

4.5 Equal Opportunity Clause

Within sixty (60) calendar days after entering into a concessionaire agreement, the successful Concessionaire shall file a written affirmative action program with the OCI containing standards and procedures and representations assuring that the concessionaire affords all qualified employees and applicants for employment equal opportunities in the Concessionaire's recruitment, selection and advancement process.

The successful concessionaire will be required to include the following clause in all sub-concessionaire agreements:

This agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. The concessionaire or contractor agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23.

4.6 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 CLE. This may include a nominal fee up to Three Hundred Dollars (\$300.00) at the Director's discretion.

4.7 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.

4.8 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.

4.9 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 RFP, and that its failure to become familiar with all the requirements, provisions, conditions and information either in this RFP 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 a 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.

4.10 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	March 15, 2023
Pre-proposal Conference	March 27, 2023
Deadline for Inquiries	March 31, 2023
Written Response to Inquiries	April 5, 2023
Deadline for Proposal	April 14, 2023

4.11 Interpretation of Proposal Document.

- A. If any prospective Firm finds discrepancies or omissions in this RFP, or if there is doubt as to the intended meaning of any part of this RFP, 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 March 31, 2023. Requests for clarification or interpretation may be submitted via e-mail to smuia@clevelandairport.com.
- B. **The City is not responsible for any explanation, clarification, interpretation, representation or approval made concerning this RFP or a statement given in any manner except by written addendum.** The City will post online each addendum issued for this RFP. Any addenda so issued are a part of and incorporated into this RFP, as if originally written herein.

5. **QUALIFICATION OF PROPOSAL.**

5.1 Minimum Qualifications.

- A. Firm must provide evidence that it has a minimum of five (5) continuous years of experience in the last eight (8) years in the implementation and management of N-DAS.

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 the prospective consultant's Proposal may be rejected. If 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.

- B. Firms 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 Airport or elsewhere.

- C. Firms must be in compliance with all applicable rules and regulations promulgated by the Department of Insurance of the State of Ohio and the Office of the Insurance Commissioner.
- D. 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 shall consist of the following documents in the sequence listed below. To facilitate quick reference, each section of the proposal shall be offset with a tab. The Proposal may be disqualified if the documents are not submitted in the sequence listed below.

- (a) Cover Letter: The cover letter should identify the firm and state other general information that the firm desires to include regarding the firm's business organization. At a minimum the cover letter must include the name, form of business entity (e.g. corporation, partnership, joint venture, etc.), principal address, federal tax identification number, telephone number and facsimile number of the firm.

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 a business that meets the requirements of this request for proposals. 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 potential consultant 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 a business that meets the requirements of this request for proposals 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 insurance 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 the firm's background, level of expertise, direct relevant experience and ability to perform. The executive summary should make the firm's case as the best candidate for providing the required services. This section should be structured so that it can serve as a stand-alone summary.
- (c) Qualifications: The qualifications statement is an opportunity for each firm to detail its qualifications, experience and what defines it as an industry leader. Firms may include as much information in this section as is needed to

differentiate itself from the other firms. Please include, at a minimum, the following information: (i) clearly communicate how you meet or exceed the minimum qualifications; (ii) describe the nature of your business experience in the management and implementation of NH-DAS and state the number of persons you currently employ in such programs; (iii) give the name, location and date of all similar contracts that have been terminated or canceled within the past three (3) years prior to the expiration of their term and also list any judgments terminating, or any pending lawsuits or unresolved disputes for the termination of such services provided by you within the past three (3) years; and (iv) give the names and addresses of at least three (3) references as to your professional capability. The references should include the name of the contact person, e-mail address and telephone number.

- (d) Project Approach: Provide a statement discussing your understanding of the opportunity at the Airports, including those factors that are critical to making the opportunity a success. Firms must provide a detailed discussion of how firm will approach this opportunity to ensure that the City's goals and objectives will be realized. The statement should also identify and discuss key issues impacting the services as defined in this RFP and the Department as well as discuss methods/models that would address key issues.
- (e) Key Staff: Firms should identify the key staff proposed for this contract and provide their curriculum vitae. As to each staff member identified, set forth their specific responsibilities and availability. In addition, provide for each proposed key staff member a one page resume detailing both general experience and specific experience related to the services as defined in this RFP. Identify any proposed personnel that participated in the management and implementation of NH-DAS for airports referred to in Section 2.1 (a) and describe the role each individual had in the procurement(s). Include references and contact numbers for such work assignments.
- (f) Management Approach: Provide an organizational chart of the firm showing all major component units; where the management of this contract will fall within the organization and what resources will be available to support this contract in both primary and secondary or back-up roles. A discussion of project management responsibilities, including participation in meetings and providing the services required under this contract should also be included.
- (g) ACDBE Participation: Firms shall complete and submit all forms found within the ACDBE Guidelines and Forms attachment. requirements.
- (h) Financial Offer: The Proposer shall complete and submit the **Fee Proposal Schedule found in Exhibit "E"**. **Failure to complete and submit this Fee Proposal Schedule ("Exhibit E") may result in rejection of its Proposal.**
- (i) Security Questionnaire: The Proposer shall complete and submit the **Security Questionnaire found in Exhibit "F"**. **Failure to complete and submit this Security Questionnaire ("Exhibit F") may result in rejection of its Proposal.**

- (j) 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 Agreement subject to proposal, and further agreeing that no such money or reward will be hereafter paid.
- (k) Additional Submittal Requirements: Firms shall complete, execute and return with its Statement the following documents, copies of which are attached to this Request for Qualifications: (i) Northern Ireland Fair Employment Practices Disclosure; (ii) Information for Form 1099; (iii) Affidavit and (iv) Non-Competitive Bid Contract Statement for Calendar Year 2023.
- (l) Insurance Coverage: Demonstrate that Firm has the ability to secure the insurance required in Section 3.5 of this RFP 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 Proposer's corporate umbrella policies (e.g. revenue, expense, manpower, etc.).

The submission of a Proposal shall be considered evidence that the firm has satisfied itself relative to all conditions of this RFP, and has ascertained either by inspection, investigation, or otherwise, all circumstances, procedures, conditions and requirements affecting the awarding of the contract.

7. INQUIRIES.

Interested parties may submit questions pertaining to the RFP. 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 March 31, 2023. The City will post on-line, via addendum, responses to all questions received. Questions may be submitted via e-mail to smuia@clevelandairport.com. Verbal responses given by representatives of the City at any time may not be relied upon by the firm in submitting its Proposal or in the performance of its obligations under the RFP.

8. INTERPRETATION OF REQUEST FOR PROPOSAL DOCUMENT

- (a) If any prospective firm finds discrepancies or omissions or there is doubt as to the intended meaning of any part of this RFP, a written request for clarification or interpretation must be received by the Procurement Department, Cleveland Airport System, 5300 Riverside Drive, P. O. Box 81009, Cleveland, Ohio 44181-0009 no later than March 31, 2023. Requests for clarification or interpretation may be submitted via e-mail to smuia@clevelandairport.com.
- (b) The City is not responsible for any explanation, clarification, interpretation, representation or approval made or given in any manner except by written addendum. The Department will post online, via Addendum, responses to all questions received. Any addenda so issued are to be considered a part of this RFP as if initially contained herein.

- (c) The agreement to be awarded hereunder is a contract and 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 Consultant shall comply with all terms, conditions and requirements imposed on a “contractor” in the Equal Opportunities Clause, Section 187.11 of the Codified Ordinances.

9. DISQUALIFICATION OF CONSULTANT/ PROPOSAL

The City does not intend, by this RFP, to prohibit or discourage submission of a Proposal that is based upon Consultant’s trade experience relative to the scope of work, services or product(s) described in this RFP 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 RFP, including terms inconsistent with or substantially varying from the services or the financial and operational requirements of the RFP, 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 RFP 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 Consultant submit only one Proposal, including all alternatives to the Proposal, that the Consultant 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 Consultant. The City may reject one or more Proposals if it has reason to believe that Consultants 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 Consultant that is in default as surety or otherwise upon an obligation to the City or has failed to perform faithfully any previous contract with the City, or is currently in default under any contract with the City.

The City reserves the right to reject any or all Proposals. Failure, by a Consultant, to respond thoroughly, and completely, to all information and document requests, in this RFP, 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 Consultant.

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

10. EVALUATION OF PROPOSALS.

The City department/division issuing this RFP will evaluate each Proposal submitted. The Department will present its recommendations to the City’s Board of Control. The Board of Control 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 RFP. The City reserves the right to request a “best and final offer” from Consultants meeting the minimum requirements.

CLE 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 Consultant 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 Consultant. Instead, the rating reflects the City’s best attempt to quantify each Consultant’s ability to provide the services set forth in the contract and to meet the specific conditions and criteria included in this Request for Proposal.

1. Qualifications/Experience. (Rating up to 25 points)
2. Project Approach. (Rating up to 25 points)
3. Key Staff. (Rating up to 15 points)
4. Management Approach. (Rating up to 35 points)
5. ACDBE Participation: Firms shall submit the names of persons, subcontractors, joint ventures or others to be used in meeting ACDBE. (Pass/Fail)

11. SCORING PROCEDURE

The contracting department may use the total points awarded for a Proposal, to compare competing Proposals to determine which to recommend for a contract award. The ranking of the Proposal Qualifications review will be 50% of the Proposer’s score, with the highest score having the highest numerical ranking, based on the number of proposals received. The ranking of the estimated Proposal Pricing (fee) will be 50% of the Proposer’s score, with the lowest price having the highest numerical ranking, based on the number of proposals received. The winning Proposal will be the highest total of these combined rankings. In case of a tie score, the Proposer with the highest score in the Qualifications review will be the selected Firm.