



Request for Proposal

Department of Port Control

**Learning Management System (LMS)
Issued: January 25, 2023**

**Department of Port Control
Cleveland Hopkins International Airport
5300 Riverside Drive
P.O. Box 81009
Cleveland, Ohio 44181-0009
Phone: 216-265-2724**

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ATTACHMENTS:

- Northern Ireland Fair Employment Practices Disclosure Affidavit
- Request for Taxpayer Identification Number
- Non-Competitive Bid Contract Statement for Calendar Year 2023
- OEO Notice to Bidders and Schedules 1 - 4

EXHIBITS:

- Exhibit "A" - Sub-contractor Addition and Substitution Policy
- Exhibit "B" - Local Producer/Local Sustainable Business Ordinance
- Exhibit "C" – Mandatory FAA Guidelines
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- Exhibit "E" – City of Cleveland Cybersecurity Questionnaire
- Exhibit "F" – Fee Table

INTRODUCTION

The City of Cleveland ("City"), owner and operator of Cleveland Hopkins International ("CLE") and Burke Lakefront ("BKL") airports (collectively, "Airports") and Harbors, through its Director of the Department of Port Control ("Director"), invites written Proposals, from qualified persons and/or firms to provide a subscription-based or licensed-based Learning Management System Suite, which will include both a Learning Management System and a Learning Content Management System. Services will include but is not limited to, implementation, content development, training, testing, maintaining, technical support, and other related services. Qualified persons and/or firms, either singly or in joint venture, or other legal arrangements, (collectively, "Firm") must have the requisite, demonstrated competence and experience to develop, implement and maintain a comprehensive Learning Management ("LMS") Suite, as well as exhibit knowledge of standard Federal Aviation Administration regulation (FAR Part 139) relating to training certification, documentation and recordkeeping compliance for airports.

A non-mandatory pre-proposal meeting will be held, on **Wednesday, February 8, 2023, at 10 a.m. local time, via WebEx Meeting. To call into the meeting call 1-415-655-0002 and the access code is 2633 687 5966.** 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 4:00 p.m. on Monday, February 6, 2023, by e-mail to byohey@clevelandairport.com.** When registering, it will be necessary to provide the names of all attendees. It is also advantageous to provide e-mail addresses for all attendees, although it is not required. Proposers are encouraged to attend the conference, although attendance is not mandatory.

Each Firm shall submit seven (7) complete Proposals, consisting of one (1) unbound original, five (5) identical bound copies and one (1) digital copy in either Microsoft Word (.doc/.docx) or Adobe Acrobat (.pdf) format, to the Department no later than **4:00 p.m. local time on Wednesday, March 8, 2023.** No Proposals 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: **Proposals – Learning Management System ("LMS") Suite**

Cleveland Airport System
DEPARTMENT OF PORT CONTROL
Administrative Offices
5300 Riverside Drive,
P. O. Box 81009
Cleveland, Ohio 44181-0009
Attention: Barbara Yohey, Airport Procurement Officer

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 Wednesday, March 8, 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 service otherwise in the best interest of the City. The Director may, at his sole discretion, modify or amend any and all of the provisions herein.

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

All future documentation, including addenda, response to questions, schedule changes, and additional requirements, for the LMS RFP, will be posted on the above sites, as no additional paper mailings will be made for this Project. Upon receipt of a Letter of Invitation, it is requested that interested Firms contact Barbara Yohey via e-mail: byohey@clevelandairport.com confirmation of receipt and interest.

1. BACKGROUND

The City, owner and operator of the Airport, through its Director, is inviting RFP's from professional individuals and/or firms to provide a centralized LMS for the various Divisions of the Department of Port Control. The services will include, but is not limited to, implementation, content development, training, testing, maintaining, technical support, and other related services. The selected Firm must have demonstrated, working knowledge of standard Federal Aviation Administration regulations (FAR Part 139) for reporting, training, certification, and recordkeeping for airports.

2. SCOPE OF SERVICES

2.1. General Scope

Utilizing its resources, the successful Firm shall provide all professional, experienced personnel and services necessary to provide a subscription-based or licensed-based LMS, which will include both a Learning Management System and a Learning Content Management System, and related services, for the various Divisions of the Department of Port Control.

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

The successful Firm shall be responsible for completing assigned tasks within the time agreed upon with the Department. Failure of the successful firm to complete assigned tasks in a timely manner may, in the City's sole discretion, result in the termination of the contract. 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. The purpose, of this RFP, is to select a qualified firm to address the Department's federal regulatory obligations to provide, but is not limited to, employee certification training, documentation and recordkeeping standards.

2.2 Detailed Scope of Services

The City has established the following scope of services to be provided by the successful Firm. The City reserves the right to revise the scope of services prior to the execution of a contract to (i) reflect changes arising out of this procurement process; (ii) incorporate any City requirements adopted after the publication of this RFP; and (iii) incorporate any other changes it deems necessary. The work to be performed by the selected Firm will include, but may not be limited to:

- A. The LMS shall have the capability for Ground Vehicle Operator trainers to work remotely from the airfield and update training records remotely;
- B. The LMS administrator(s) shall strictly adhere to all Transportation & Safety Administration ("TSA") regulatory guidelines, as they pertain to the learning management system;
- C. The LMS shall be capable of managing an unlimited number of active users and maintain records of inactive employees for a set amount of time (records retention);
- D. The LMS shall support all badged airport personnel, and shall be capable of providing both single-sign on authentication to Microsoft 365 for Department of Port Control employees (~10%), and forms/email authentication for tenant, vendor, airline or other partner employees (~90%);
- E. The LMS shall support the management of multiple airports from one client interface. Both CLE and BKL have their own unique training requirements;
- F. The LMS shall provide a catalog of mandatory trainings including, but not limited to:
 - i. SIDA,
 - ii. airfield driving;
 - iii. airport customer service;
 - iv. airport safety and security; and
 - v. other airport-specific trainings.
- G. The LMS shall provide the ability to add:
 - i. customized, self-created courses;
 - ii. on-the-job training; and
 - iii. professional development paths;

- H. The LMS shall maintain records of in-person courses and practical assessments (for example, if someone completes FEMA NIMS training through the FEMA Independent Study program, we want the ability to store that as a part of their training record within the system);
- I. The LMS shall provide on demand scheduling and calendar invitation features;
- J. The LMS shall store training materials, resources guides, and other documents that can be accessed by system users;
- K. The Firm shall supply initial implementation support, on-going customer service, and custom training development services;
- L. The LMS shall provide:
 - i. an API;
 - ii. development services; or
 - iii. pre-built integrations with external systems including, but not limited to:
 - 1. Airport's badging program (SAFE V4.9.3.1 currently and subsequent versions);
 - 2. Everbridge emergency notification system; and
 - 3. Sharepoint Online.
- M. The Vendor shall demonstrate their experience implementing an LMS in the airport environment, including:
 - i. FAA Part 139 training requirements;
 - ii. ARFF training;
 - iii. airfield ground vehicle operator training;
 - iv. airport security training;
 - v. airport safety training; and
 - vi. development and production of airport-specific training modules.
- N. The LMS shall produce out-of-the-box, pre-set reports, documentation and recordkeeping to the standards expected by the Federal Aviation Administration;
- O. The LMS shall provide Short Message Service (SMS) and email notifications to alert users of upcoming scheduled training or expiration of currency on specific training types;
- P. The LMS shall control whether training videos can be paused and returned to later - OR- has to be played continuously through with no pausing ability (certain trainings like non-mandatory training should be able to be paused and returned to at a later time);
- Q. The LMS shall allow training to be categorized as allowing asynchronous or in-person requirements;

- R. The LMS shall allow users to re-take training on-demand;
- S. The Vendor shall update course content at no charge when TSA and/or FAA regulations change;
- T. The LMS must comply with the requirements contained in FAA AC 150/5210-18A;
- U. The LMS must comply with SCORM v1.2;
- V. The Vendor shall obtain additional Learning Management System Software licenses to access the cloud-based software-as a service LMS for online-based training, catalog and modules, customized and created training, certification tracking and the capture of electronic training records for the various Divisions of the Department of Port Control;
- W. The Vendor shall warrant that the equipment and/or software to be delivered shall conform to all items noted in the scope of services. The Vendor shall warrant that all equipment and software is free from defects in materials and workmanship and that all equipment is new and unused, with exception of equipment and materials currently owned by the Department. Failure of any components installed by the vendor, or because of the workmanship of the vendor, within one year of final acceptance shall be corrected by the vendor per this warranty at no cost to the Department. Repeated failure, as determined by the Department, of repaired or replaced components installed by the vendor, or as a result of workmanship of the vendor, shall be corrected by the vendor per this warranty at no cost to the Department.
- X. The Vendor shall provide and/or include extended maintenance support services as part of the agreement including, but not limited to, each contract option as exercised under the contract terms for up to three additional years or until contract expiration.
- Y. In lieu of the Department choosing a yearly maintenance agreement, following the first year, the system provider shall quote costs at an hourly rate for phone support and on-site support to include travel. Travel fees shall include transportation, onsite visits, visitations with staff, general and administrative costs. There shall be no hidden costs associated with this request. Full disclosure of nature and amount of all fees and charges is mandatory. The Department shall not be responsible for the reimbursement of any costs not specifically set forth in the firm's bid. In addition, the Department shall reserve the right to not accept any part or the bidder's entire fee schedule.
- Z. Training shall be included in the project for initial use purposes and for future repair by the Department personnel:
 - 1. Installation, including all components, ports, stations, and any associated hardware, shall be fully labeled and electronically documented;
 - 2. The vendor shall provide operating instructions, technical reference, and any other documentation relevant to the usage and upkeep of the proposed solution shall be provided;

3. On-site training shall include two (2) hours for system administration and configuration training and 2 hours for operator training; and
4. The system provider shall furnish a single hard copy of all operating manuals, specifications and system designs and all the above electronically, system design documentation preferred in Visio format.

3. GENERAL TERMS AND CONDITIONS OF CONTRACT

3.1 Terms and Termination

- A. The Department intends to recommend award, of a contract, to the Firm that best satisfies the needs, of the Department, based on the requirements of this RFP. The Department reserves the right to award more than one contract, using the criteria defined in this RFP, if, in the Department's judgment, there is more than one qualified Firm to fulfill the commitments.
- B. The term of the proposed contract shall be for a period of one (1) year with three (3) one-year options to renew, exercisable by the Director of Port Control.
- C. The City may terminate the contract at any time, for cause, upon failure to perform in a manner satisfactory, to the City, after the selected 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 CSB contractors, the City determines that the successful Firm and/ or its CSB sub-contractors are not functioning in good faith, the successful Firm must submit a corrective action plan within sixty (60) calendar days of the written findings. The City will then review the corrective action plan and, if acceptable, will provide written approval of the plan. If the successful Firm does not meet the provisions of the corrective action plan and the City continues to find the successful Firm and its CSB subcontractors not to be functioning in good faith or in non-compliance with the non-discrimination 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 City contracts.
- E. The City may terminate the contract for cause and without any prior notice should the selected Firm fail to maintain any licenses or permits as required by the contract or fail to adhere to the City's applicable rules and regulations.
- F. The City may, at any time and in its sole discretion, without cause and upon thirty (30) calendar days' written notice, discontinue the contract entirely. Such discontinuance, of the contract, by the City, shall not constitute a breach, of the contract, by the City, and the City shall have no obligation or liability whatsoever;

and selected Firm shall make no claim for payment of damages or of any cost or expense incurred in connection therewith.

- G. Failure, of the selected Firm, to strictly enforce a subcontract agreement, with any of its subcontractors, shall be considered a default, by the selected 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. Selected Firm or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Firm shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of United States Department of Transportation assisted contracts. Failure by the Firm to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City deems appropriate.

The statement above must be included in all sub-contractor and sub-consultant agreements that the prime contractor or prime Firm signs with a subcontractor or sub-consultant.

3.2 Sub-contractors/Sub-consultant

Clearly indicate the specific tasks, or areas of expertise, that are subcontracted, and to what entities. Experience cited for proposed subcontractors/sub-consultants shall demonstrate proficiency in the services proposed for this contract. Adding subcontractors/sub-consultants later into the procurement will require the City's Board of Control approval and, depending on the specialty, may stop progress on the procurement. Subcontractors/sub-consultants not approved by the Board of Control will not be allowed to work on the procurement in any aspect.

3.3 Financial Proposal

Firm should submit its fee proposal, utilizing **Exhibit "E"**, for all its services, in a separately sealed envelope, clearly marked on the outside. See Proposal Content for details.

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 NCH Facilities; (ii) information regarding lawsuits or complaints filed against the selected Proposer pursuant to the ADA; and (iii) plans for future actions to enhance both ADA mandated and voluntary accessibility.

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

Prospective Firms are advised that in order to enter into a contract with the City for providing the services outlined in this RFP, the successful Firm must be determined to be in compliance with policies and procedures of the City's Office of Equal Opportunity ("OEO"). Accordingly, prospective Firms are required to complete the attached Office of Equal Opportunity Schedules 1 through 4 and submit those materials with its Proposal. **All schedules must be completed, signed and dated; or the submittal may be considered non-responsive.** The completed schedules will be submitted to the City's OEO for evaluation. The successful Firm will be required to submit to the City's OEO 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 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 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 Firm's responsibility to propose only eligible contractors. The City cannot approve a subcontractor whose name appears in this listing.

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

Please be aware that the participation of CSB/MBE/FBE firms listed in your Proposal will be monitored by the City's OEO throughout the duration of the contract. The successful Firm will be responsible for providing the City's OEO 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 RFP, 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 OEO's requirements and/or its other contracting goals, please contact the Office of Equal Opportunity at (216) 664-4152.

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

3.6 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 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, covering the successful Contractor and the City as their interest may appear, for each occurrence.

- 1. 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.

2. 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, 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, 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: The professional liability insurance (including errors and omissions) shall have limits each occurrence and subject to a deductible 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.
- D. Workers' Compensation and Employer's Liability Insurance: The 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 for 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 Department, in this RFP. Firms must organize their packages 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 or her 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 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 Equal Opportunity Clause

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

No contractor shall discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. Contractors shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. As used in this chapter, "treated" means and includes without limitation the following: recruited whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship, promoted, upgraded, demoted, transferred, laid off and terminated. Contractors shall post in conspicuous places available to employees and applicants for employment, notices to be provided by the hiring representative of contractors setting forth the provisions of this non-discrimination clause.

Within sixty (60) calendar days after entering into a contract, the successful Firm, as contractor, shall file a written affirmative action program with the OEO 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.

4.5 Outreach Events

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

4.6 Short-listing

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

4.7 Execution of Contract

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

4.8 Familiarity with Request for Proposal; Responsibility for Proposal

By submission of a Proposal, the Firm acknowledges that it is aware of and understands all requirements, provisions and conditions in the 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 selected 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.

4.9 Anticipated Proposal Processing

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

Release of Request for Proposal: **January 25, 2023**

Pre-proposal Conference: **February 8, 2023**

Deadline for Inquiries: **February 15, 2023**

Written Response to Inquiries: **February 24, 2023**

Deadline for Proposals: **March 8, 2023**

4.10 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 Department of Port Control, Cleveland Airport System, 5300 Riverside Drive, P. O. Box 81009, Cleveland, Ohio 44181-0009 no later than **4:00 p.m. February 15, 2023**. Requests for clarification or interpretation may be submitted via e-mail to byohey@clevelandairport.com.
- B. **The City is not responsible for any explanation, clarification, interpretation, representation or approval made concerning this RFP or a Proposal 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. QUALIFICATIONS FOR PROPOSAL

5.1 Minimum Qualifications.

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

- A. Provide evidence that it has a minimum of five (5) continuous years of experience in developing, implementing, and maintaining aviation-related learning management systems in compliance with FAR Part 139 as described in this RFP.

- B. Possess all applicable licenses, certificates, permits or other authorizations required by all governmental authorities, including the City.
- C. Authorized to conduct business in the State of Ohio, County of Cuyahoga and the City of Cleveland.

6. PROPOSAL CONTENT

The Proposal submittal shall consist of the following documents in the sequence 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: The cover letter should identify the Firm and state other general information that they desire to be included 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.
- 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. 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/Experience: This section gives Firms the opportunity to discuss their industry experience and what defines them as a leader in their industry. Firms may submit as much information in this section as is needed to differentiate itself and its Proposal from the other Firms.

Please include, at a minimum, the following information: (i) clearly communicate how you meet or exceed the minimum qualifications; (ii) describe the nature of your business experience in providing emergency alert notification system services to for medium sized airports; (iii) give the name, location and date of all similar contracts that have been terminated or canceled within the past three (3) years, prior to the expiration of their contractual term, and also list any judgments terminating or any pending lawsuits or unresolved disputes for the termination of such services provided by you within the past three (3) years; and (iv) give the names and addresses of at least three (3) references as to your professional capability. The references should include the name of the contact person, e-mail address and telephone number.

- D. Key Staff: Firms 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 RFP. Key staff is defined as productive staff having major Plan responsibilities.

1. Personnel proposed shall have the desired qualifications and aviation-related experience in his/her area of expertise. It is preferred key staff experience cited be within the past five years.
 2. Individuals proposed and accepted, by the Department, as personnel, for this contract, are expected to remain dedicated to the contract.
 3. In the event any key staff person(s) becomes unavailable for continuation of the work assignment, the selected Firm shall replace said individual(s) with personnel of equal ability and qualifications. However, any changes to designated key staff personnel require the prior written approval of the Department. If acceptable, changes shall be in effect without additional cost to the Department and without formal modification of the contract.
 4. The selected Firm 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 contract. Upon written notification from the Department, the selected Firm shall promptly offer a replacement with equal ability and qualifications for the Department's approval. The selected Firm shall be responsible for any costs arising from the action of the Department relative to this requested action.
- E. 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.
- F. Financial Proposal: The Proposer shall complete and submit their fee proposal, utilizing **Exhibit E**, Fee Table, and include with your Proposal submission. 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.
- G. Affidavit: Firms shall submit, with its Proposal, an affidavit stating that neither it nor its agents, nor any other party for it has paid or agreed to pay, directly or indirectly, any person, Firm or corporation any money or valuable consideration for assistance in procuring or attempting to procure this contract, and further agreeing that no such money or reward will be hereafter paid.
- H. Financial Background: The Proposer shall include the following financial information: (i) audited balance sheet and income statement for the last three (3) fiscal years and unaudited balance sheet and income statement for each fiscal quarter thereafter prepared in accordance with generally accepted accounting principles, reflecting the current financial condition of the Proposer. If a publicly held corporation, the Proposer should provide in lieu of the foregoing: consolidated financial statements as submitted to the Securities and Exchange Commission ("SEC") on Form 10k, the most recent Form 10Q, and any Forms 8k

filed with the SEC in the last twelve (12) months. Owners of closely held corporations must submit a personal financial statement, current within three (3) months from date of submittal; (ii) ownership structure of the Proposer (If the Proposer is a corporation and the outstanding stock of said corporation is held by fewer than ten (10) individuals, the name and residence address of each stockholder and his/her shares of outstanding stock must be listed.); (iii) provide three (3) bank and trade references; and (iv) proof of a surety bond or an irrevocable letter of credit equal to one (1) year's management fee.

- I. Joint Ventures or Partnerships: If the Proposal submitted is on behalf of a joint venture or partnership, an executed copy of the joint venture or partnership agreement must be submitted with the Proposal and will become an attachment to the Department'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.
- J. Additional Submittal Requirements: Firms shall complete, execute and return with its Proposal the following documents, copies of which are attached to this RFP: (i) Northern Ireland Fair Employment Practices Disclosure; (ii) Federal Taxpayer Identification; (iii) Affidavit; and (iv) Non-Competitive Bid Contract Statement for Calendar Year 2022.
- K. Environmental Sustainability: Describe how the proposed services/project/solution incorporates environmental sustainability.
- L. OEO Participation: Firms shall submit the names of persons, subcontractors, joint ventures or others to be used in meeting OEO goals or requirements. A list with sub-consultants' location shall be included in the submittal along with an estimate of anticipated percentage of work to be sub-contracted to CSB and Non-CSB proposed sub-consultants.
- M. Cybersecurity Questionnaire: Firms shall complete and submit the attached cybersecurity questionnaire (Exhibit "F").
- N. Supplemental Information:
 - 1. The City may require a Firm to further supplement its written Proposal to obtain additional information regarding its qualifications or to meet with the City's designated representatives to further describe the Firm's qualifications and abilities.
 - 2. The decision regarding which Firm(s) will be asked to supplement their Proposal or meet with City representatives is in the Director's sole discretion.
 - 3. Supplements will be utilized for clarification purposes only and the Firm may not substitute material elements of its written Proposal nor may the Firm provide

previously omitted material. The requested information or meeting shall be respectively furnished or take place at the time and place specified by the City.

4. Within ten (10) calendar days of the Effective Date of the contract, the Successful Proposer will be required to have a team in place, and on site, to commence the hiring and training of its employees and to fulfill any and all requirements related to the maintenance, operation and management of the Parking Facilities. The City expects the Successful Proposer to develop an aggressive timetable for implementing its management plan. Proposer should discuss in detail its proposed start up plan and should also state the time frame within which the Proposer will implement the plan.

7. INQUIRIES

Interested parties may submit questions pertaining to the RFP. Questions must be submitted, in writing, to the Department of Port Control, 5300 Riverside Drive, P. O. Box 81009, Cleveland, Ohio 44181-0009 no later than **4:00 p.m. February 15, 2023**. The Department will post online, via Addendum, responses to all questions received. Questions may be submitted via e-mail to byohey@clevelandairport.com. Verbal responses given by representatives, of the City, at any time, may not be relied upon by the Consultant in submitting its Proposal or in the performance of its obligations under the RFP.

8. DISQUALIFICATION OF FIRM/PROPOSAL

The City does not intend, by this RFP, to prohibit or discourage submission, of a Proposal, that is based upon Firm'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 Firm submit only one Proposal, including all alternatives, to the Proposal, that the Firm desires the City to consider, it will accept Proposals from different business entities or combinations having one or more members in interest in common with another Firm. The City may reject one or more Proposals if it has reason to believe that Firms have colluded to conceal the interest of one or more parties in a Proposal, and will not consider a future Proposal from a participant in the collusion. In addition, the City will not accept a Proposal from or approve a contract to any Firm that is in default as surety or otherwise upon an obligation to the City or has failed to perform faithfully any previous contract with the City, or is currently in default under any contract with the City.

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

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

9. EVALUATION OF PROPOSAL

The City Department issuing this RFP will evaluate each Proposal submitted. The City 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 RFP. The City reserves the right to request a "best and final offer" from Firms meeting the minimum requirements.

The City 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 Firm or the contract executed based on the Proposal. As used herein "Local Producer" and "Local Sustainable Business" are defined in City of Cleveland Ordinance No. 1660-A-09 (Refer to **Exhibit "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 Firm. Instead, the rating reflects the City's best attempt to quantify each Firm's ability to provide the services set forth in the contract and to meet the specific conditions and criteria included in this RFP.

1. Qualifications/Experience. As described in 6.C
(Rating up to 40 points)
2. Key Staff. As described in 6.D
(Rating up to 15 points)
3. Management Approach/Plan. As described in 6.E
(Rating up to 30 points)
4. Financial Background. As described in 6.H
(Rating up to 15 points)
5. OEO Participation. As described in 6.L
(Pass/Fail)

10. 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.