

CITY OF CLEVELAND

REQUEST FOR PROPOSALS

City of Cleveland Capital Project Planning Office: To provide professional services necessary to assist the City with the establishment, ongoing management, and operation of a centralized Capital Project Planning Office.



Issued By

Darnell Brown, Chief Operating Officer

Office of the Mayor

RFP # 09007

Date: July 17, 2009

Schedule of Critical Dates:

Proposal is due Tuesday, August 18, 2009 by 12:00 Noon.

Pre-Proposal Conference is Thursday, July 30, 2009 at 9:30 A.M.

Last day to submit questions re: RFP is Thursday, August 6, 2009 at 5:00 P.M.

LATE SUBMISSIONS WILL NOT BE ACCEPTED

The City of Cleveland invites you to respond to our Request for Proposals (RFP) for professional services necessary to assist the city with the establishment,

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ongoing management, and operation of a centralized Capital Project Planning Office. We ask that you strictly adhere to the guidelines outlined in this document.

Proposal Due Date: Tuesday, August 18, 2009 by 12:00 Noon.

Submit Proposals to: Attention: Gwendolyn Bryant

Division of ITS

City of Cleveland

205 West St. Clair Ave., 4th Floor

Cleveland OH 44113

gbryant@city.cleveland.oh.us

Please Submit:

1 Printed and Signed Original Proposal

9 Printed Copies of the Original Proposal

5 Copies of Cost Proposal in separate sealed envelopes

2 CD-ROM containing an electronic version of the Proposal and any supporting documentation, including Cost Submittals.

Content Designation on Outside Cover of Proposal Package as follows:

Capital Project Planning Office Proposal

RFP No. 09007

[NAME OF CONSULTANT]

PLEASE READ THIS ENTIRE DOCUMENT CAREFULLY BEFORE RESPONDING. NO ORAL RESPONSE BY ANY EMPLOYEE, CONSULTANT OR AGENT OF THE CITY SHALL BE BINDING ON THE CITY, OR SHALL IN ANY WAY CONSTITUTE A COMMITMENT BY THE CITY. IF A RESPONDENT FINDS ANY INCONSISTENCY OR AMBIGUITY IN THE RFP, THE RESPONDENT IS REQUESTED TO NOTIFY THE CONTACT LISTED ABOVE IMMEDIATELY.

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1. INTRODUCTION

The City of Cleveland is a municipal corporation and political subdivision of the State of Ohio. It is located on the southern shore of Lake Erie and is the county seat of Cuyahoga County. Cleveland was incorporated as a city in 1836.

The City has a population of approximately 438,000. Cleveland covers 77.9 square miles and is located in the northeast part of the state, approximately 150 miles north-east of Columbus.

The City's Infrastructure includes the following:

1300+ Miles of Roads

2600+ Miles of Sidewalks

200+ Buildings

500+ Bridges

2 Airports, and,

3 Public Utilities: electricity, water and water pollution control.

The City has an operating budget of \$1.1 billion dollars and employs approximately 8,070 full-time employees. Its 2009 General Fund expenditures are estimated at \$541,501,686. The General Fund is tax supported and consists of 14 departments comprising 81 divisions that deliver municipal services including, but not limited to, waste collection, snow removal, police, fire and EMS services, etc. For more information, go to <http://www.city.cleveland.oh.us/>

Additionally, the City operates the nation's eighth largest water system (see <http://www.clevelandwater.com/>) as well as Cleveland Hopkins International Airport and Cleveland Burke Lakefront Airport (see <http://www.clevelandairport.com/>).

The City operates under and is governed by its Charter, which was first adopted

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by the voters in 1913. The Charter establishes certain administrative departments. Cleveland's City Council may establish divisions within departments or additional departments. The Mayor appoints all of the directors of the City's departments.

2. SCOPE OF SERVICES

The City of Cleveland ("City") is soliciting proposals from professional consulting firms ("Consultants") familiar with capital planning and construction in the public sector to provide professional services necessary to assist the City with the establishment, on-going management and operation of a new centralized Capital Project Planning Office (CPPO) within the Office of the Mayor.

The goal of this project is to significantly increase the capital project delivery capacity of the City of Cleveland on a going forward basis resulting in national recognition that Cleveland is the leader in planning, designing and constructing capital infrastructure in the public sector.

The City seeks to maximize the value of construction dollars expended on capital projects while assuring work is performed in a quality manner and in a timely manner consistent with specifications and the needs of City Departments. The City will enter into an agreement with the successful proposer ("Consultant"). It is anticipated that consulting services will be needed for a period of approximately 24-36 months.

2.1. MAJOR COMPONENTS:

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The major components to the consulting services requested by this request for proposal are:

Assistance with the development of the yearly Five Year Capital Improvement Plan, including the prioritization and evaluation of projects;

Assessment of the City's current capital project delivery system;

Management of all aspects of the Capital Improvement Project including, but not limited to,

Coordinating organizational decision-making on procurement strategies for competitive bidding and request for proposals including but not limited to design-bid-build, design-build and construction manager at risk,

Coordinating support documents for the bidding process as required by the Commissioner of Purchases and Supplies,

Coordinating RFP processes with the individual Departmental Directors and staff,

Assisting in the coordination of pre-bid and pre-proposal conferences,

Project budget management,

Construction administration,

Coordinating CSB/MBE/FBE (as defined in Section 8.C below) compliance monitoring on projects.

Project schedule management, and,

Project scope management;

Management of all aspects of each project from prioritizing, design, administrative assistance in the bid or RFP process as appropriate, contract award, construction, turnover, and project closeout;

Development and implementation of a CPPO , including a plan for effective and efficient interface with the various City departments as responsible under the Ordinances and Charter for various parts of the current process, as well as development of a plan for any Charter and Ordinance changes, if any, necessary to implement an optimum design.; and,

Training of current City staff on all aspects of the Capital Improvement process, plus an ongoing training plan for new staff, in order that City staff may carry out

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the services provided by Consultant.

2.2. SERVICES TO BE PERFORMED:

In performing the major components listed above, Consultant shall:

1. Develop and implement a CPPO, including the associated tools and performance measures for the City which will include all departments responsible for the planning, financing, designing, managing, and constructing of capital infrastructure projects. The CPPO must interface with any new financial management or accounting financial software/system tool, Geographic Information System tool or other legacy systems as appropriate. The CPPO must appropriately interface with the individual departments and staff, as well as statutory and decision-making bodies such as City Council Committees, The Mayor's Office's Consultant Review Committee, Board of Control, etc.; and,
2. Perform an assessment of the current capital project delivery system(s) at the City and recommend specific interim changes that will enhance the delivery of the current capital projects during the interim period in which the CPPO is being developed and implemented; and,
3. Develop and implement a professional development program that will assess, train and enable project managers, engineers, support staff and construction inspectors to deliver a minimum of \$150 million in durable capital infrastructure projects on an annual basis; the program must anticipate turn-over and training of new personnel on an ongoing basis; and,
4. Simultaneously deliver the City's current capital projects on time and on or under budget while developing and implementing the CPPO for expedited capital project delivery; and
5. Develop and assist the City in implementing a comprehensive plan to attract and retain an available bidders' pool of qualified contractors to compete for the City's capital infrastructure projects. The plan should not only focus on

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increasing the capacity significantly, but shall also consider the City's commitment to City of Cleveland Small Businesses and Regional Cleveland Area Small Businesses, and where appropriate MBEs and FBEs, as mandated in the City's new Cleveland Area Business Code effective June 4, 2008, and address the specific needs of small certified firms, with a focus on the needs of certified CSB/MBE/FBE's to become competitive in the marketplace.

All work shall be coordinated by the Consultant in conjunction with the Mayor's Office through:

Darnell Brown
Chief Operating Officer
Office of the Mayor
City of Cleveland
City Hall, 601 Lakeside Avenue
Cleveland, Ohio 44114
(216) 664-4273

2.3. PROFESSIONAL RESPONSIBILITY DURING THE CONTRACT

2.3.1 - INTRODUCTION

Consultant shall provide and maintain adequate staff to perform the requirements of the contract. Personnel with demonstrated knowledge and experience in the scope of services requested by the request for proposal should be assigned to the project throughout the duration of the contract. The Consultant's Contract Manager shall make himself/herself familiar with the operations of the City, shall seek to work in harmony with all City requirements, and shall be knowledgeable and responsible for all services.

2.3.2 – MEETINGS

Consultant's Contract Manager shall meet periodically with the Chief Operating Officer to review progress and issues related to this contract. The meeting agenda shall be developed and issued by Consultant at least three (3) working

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days in advance of the progress meetings. Meetings will be facilitated and called by the Mayor's Office.

2.3.3 – PROJECT SCHEDULE

Consultant shall develop a schedule for the establishment of a centralized Capital Improvement Project office within the Office of the Mayor and a schedule for the training of City staff on the operation and maintenance of the Capital Improvement Project office.

2.3.4 – INVOICES

Consultant shall be required to submit an invoice monthly. Invoices must be submitted within thirty (30) days after the close of the month included in the invoice. If the 30th calendar day falls on a Saturday or Sunday, the submittal day shall be the previous Friday. Two (2) copies of the invoice shall be submitted to the Chief Operating Officer. Invoices must be detailed and clearly illustrate the work performed.

The City of Cleveland reserves the right to reject any invoices that are incomplete and not in accordance with these instructions. This includes, but is not limited, incomplete information, incorrect information, missing documentation/receipts.

2.3.5 – PROJECT STAFF

The Consultant is required to maintain continuity with regard to the management and technical staff assigned to the project. The City reserves the right to disallow any changes in the Consultant's Contract Manager position, which is defined as the Consultant's principal contact with the City and who will be responsible to the City for managing the contract.

2.3.6 – LOCAL OFFICE

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The Consultant is encouraged to maintain a local office. A local presence of the Consultant in the Greater Cleveland area will be considered in proposal evaluations. However, the City of Cleveland will not be responsible for costs associated with maintaining a local office.

3.0 - BACKGROUND INFORMATION

Authorizing Legislation: Codified Ordinance Section 123.04 authorizes the City to enter into a professional services contract for capital project services. A copy of this ordinance is attached to this request for proposal and labeled Appendix “C”.

City of Cleveland Charter and Codified Ordinances: The Charter of the City of Cleveland and Codified Ordinances are available for review on the Cleveland City Council website. Please visit: <http://www.clevelandcitycouncil.org> and click on “Charter” and Codified Ordinances”. Prospective proposers are encouraged to familiarize themselves with all relevant Charter and Ordinance Sections, such as Ordinance Sections 131, 181, 185, 187, 188 and 189, for examples, as the Charter and Ordinances will bear directly on the work proposed.

City of Cleveland Five Year Capital Improvement Plan: In December of 2006, the City of Cleveland finalized and released the first five year capital improvement plan in over 15 years. The latest (2008) plan is available for review on the City’s website. Please visit <http://www.city.cleveland.oh.us> and click on “5 year capital improvements program”. Consultants are encouraged to review the five year capital improvement plan.

Facilities Assessment Study and Pavement Management Study: The City of Cleveland, in conjunction with professional consultants, recently completed a facilities conditions assessment study of City-owned facilities and a pavement

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management study. The facilities conditions assessment study is a comprehensive process identifying and quantifying current conditions at City facilities. The purpose of the pavement management study is to provide pavement management data collection and data conversion services for inclusion in the Northeast Ohio Areawide Coordinating Agency (NOACA) Regional Pavement Management Program in a manner that provides a fully operable pavement/asset management system for all City of Cleveland streets. The Consultant shall utilize the results of these studies in providing the services requested by this request for proposal.

Right of Way Ordinance: On October 8, 2007, Cleveland City Council passed Ordinance No. 1242-A-07, relating to the use of the public right-of-way by service providers and to public street pavement preservation. A copy of this ordinance is available for review on Cleveland City Council's website. Please visit <http://www.clevelandcitycouncil.org>, click on *The City Record*, click on October 17, 2007, and view pages 19-26.

Sustainability Program: The City of Cleveland's Sustainability Program is designed to guide the City on projects related to energy, purchasing and facility management. The sustainability program is available for review on the City's website. Please visit <http://www.city.cleveland.oh.us> and click on "City of Cleveland's Sustainability Program".

Geographic Information System (GIS): The City has completed implementation of a city-wide Geographic Information System ("GIS"). The GIS System is fully operational and available to all City Departments.

Cleveland Area Business Code: On February 4, 2008, Cleveland City Council passed Ordinance No. 77-08 enacting the Cleveland Area Business Code. The Cleveland Area Business Code was effective June 4, 2008 and mandates that the City of Cleveland use its purchasing processes to provide and enhance competitive opportunities for small businesses located within the City of Cleveland and Cuyahoga County, Ohio. In instances where the City has developed or obtained, by disparity study or otherwise, a legally sufficient basis in

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evidence to demonstrate past or present discrimination as to the participation of MBEs or FBEs, the Cleveland Area Business Code mandates that the City use its purchasing processes to provide and enhance opportunities for MBEs and FBEs. To review the Cleveland Area Business Code, please visit <http://www.clevelandcitycouncil.org>, click on *The City Record*, click on February 13, 2008, and view pages 25-35.

4. REVIEW AND SELECTION TIMELINE

Release the RFP and post on City of Cleveland web portal on **Friday, 7/17/09**.

Pre-Proposal Conference on **7/30/09 at 9:30 AM**, in the Mayor's Red Room, 2nd Floor, Cleveland City Hall, 601 Lakeside Avenue, Cleveland OH 44114.

Please RSVP names of representatives who will attend *via email* to Gwendolyn Bryant (gbryant@city.cleveland.oh.us) by **Wednesday, 7/28/09 at 3:00 PM**.

All parties who intend to submit a proposal must email a signed Intent to Propose notice to Gwendolyn Bryant (gbryant@city.cleveland.oh.us) by **Wednesday, 8/5/09**. (Form is attached.) Submission of a signed Intent to Propose notice does not obligate a Consultant. The form is used by the City to track the Consultant's List and helps to insure that all potential proposers receive all Addenda and responses to questions.

Deadline for submission of all written questions and requests for clarification is **Thursday, 8/6/09, 5:00 PM**. All questions and requests for clarification must be submitted via *email* to Gwendolyn Bryant (gbryant@city.cleveland.oh.us).

Deadline for submission of sealed proposals is **Tuesday, 8/18/09 by 12:00 Noon**. Late submissions will not be opened or considered.

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5. WHERE TO DIRECT YOUR RESPONSE

Please submit your complete response, formatted exactly as per Sections 5.A.i. and 5.A.ii., to:

Gwendolyn Bryant
Division of Information Technology & Services
City of Cleveland
205 W. St. Clair Ave., 4th Floor
Cleveland, Ohio 44113

The following content designation must be clearly visible on the outside cover of the packaging containing the Consultant's submission:

Capital Project Planning Office Proposal
RFP No. 09007
[NAME OF CONSULTANT]

All hand-carried submissions are to be delivered between 9:00 AM and 4:00 PM EST, Monday through Friday, except for legal federal or state holidays, to the address listed above. Consultants using a commercial carrier service are responsible for ensuring that the carrier service delivers the package to the address specified above by the scheduled deadline for receipt of proposals. Contact Ms. Bryant via email with any questions you may have regarding submissions.

6. SUBMISSION REQUIREMENTS

6. A. Format:

5. A. i. Proposal Copies: Consultants shall submit in 8 1/2" x 11" format one (1) original and nine (9) copies (individually bound) of their response to this request for proposals. Each copy must be clearly marked with the name of the

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Consultant and the words: "Proposal for a Capital Project Planning Office" on the face of each envelope. Along with the printed copies, also submit 2 CD-ROM containing an electronic version of the proposal and all supporting documentation, including the cost proposal.

6. A. ii. Detailed Cost Proposal: The cost proposal must be kept separate and shall be sealed in a separate envelope. Five (5) copies of the financial proposal shall be submitted, with each copy clearly marked with the name of the Consultant and the words: "Proposal for a Capital Project Planning Office—Cost Proposal" on the face of each envelope. **Cost information should not appear anywhere else, other than in the separate Cost Proposal.**

6. A. iii. Sustainability: The City strongly recommends that proposals be constructed of 100% recycled paper products and/or other environmentally friendly components.

6. B. General Conditions: The following general conditions are mandatory:

This document is a request for proposals. It is not an offer or contract. The submission of a proposal in response to this process does not impose any legal obligations upon either the City or the Consultant submitting the proposal, nor does it create any contractual or quasi-contractual relationship between the parties.

The City assumes no responsibility to accept or take action on any proposal. The City is not obligated to respond to any proposal submitted, nor is it legally bound in any manner whatsoever by the submission of a proposal pursuant to this request for proposals.

The City reserves the right to reject any and all proposals received as a result of this request, to negotiate with any firm submitting a proposal, to require additional team members as a requirement of selection, to extend the submission deadline, to amend or cancel, in part or entirety, any or all of this request for proposals if it is in the best interests of the City.

Consultants may consider certain parts of the proposal to be proprietary.

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Consultants should clearly mark all such sections. The City will make a forthright effort to respect such requests. However, the City of Cleveland is subject to the State of Ohio's Public Information Law, and will comply in every respect with the provisions of this law.

No questions will be considered after the deadline for questions as shown in Section 3 above. The City reserves the right to answer questions or to not answer questions. Failure to answer a question cannot be the basis for a protest of award or other action against the City of Cleveland.

Each proposer is responsible for completing and submitting an Intent to Propose notice. The City will make every effort to forward all Addenda and all Responses to Inquiries to all proposers. The City cannot be responsible for proposers' failure to receive information due to their failure to submit an Intent to Propose notice.

RFP responses must be complete, provide all requested information, address all requirements and questions, and be signed by an authorized agent of your company. The name and complete contact information, including e-mail address, for a primary contact for this RFP within your company must be provided. Responses to requirements and questions must be numbered and presented in exactly the same sequence as in the RFP. Responses should be concise yet thorough. The City discourages submission of large volumes of additional material (e.g., marketing literature) beyond what is necessary to respond to each requirement or question completely. Omissions or failure to keep to the format may be cause for rejection of the proposal. However, the City of Cleveland reserves the right to waive any informality, to award a contract or more than one contractor, or to award no contract.

The original RFP response document must be signed and dated on the final page by an officer of the company legally empowered to bind the company to a contract.

By returning a signed proposal, the consultant agrees to abide by these conditions in their entirety. Failure to abide by these conditions may be cause for rejection of the proposal.

By submitting a signed proposal, all responders agree to abide by the decision of the City of Cleveland, which shall be final.

Proposals must remain valid and open for acceptance for a minimum of one

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hundred eighty (180) days after submission to the City.

By responding to this request for proposals, Consultants agree that the City is not liable for any costs incurred by Consultants in preparing or submitting proposals in response to this request for proposals, any costs incurred by Consultant prior to execution of any final Agreement, and any costs relative to opportunity costs for Consultant's efforts.

The City is also not liable for any costs incurred by the selected Consultant prior to commencing work and Consultant shall at no time bill for any such costs.

7. PROPOSAL CONTENTS

The following items must be included by Consultants in responses to this request for proposals. Items should be ordered and numbered in the same order as in the RFP:

7. A. Proposal Details:

Executive summary of the proposal;

A detailed proposal of how Consultant plans to accomplish the work required by the Scope of Services;

Consultant's staffing plan, including complete resumes of all individuals proposed by Consultant to work on this project;

The composition of the centralized office, description of management services provided by Consultant, and an explanation as to how the proposed centralized office will move projects forward more efficiently;

A plan for implementation reflecting services, a proposed "schedule to begin" date, in the city's general fund departments, including the Department of Parks, Recreation & Properties and Department of Public Service. It is the city's expectation that a plan for process improvement for enterprise fund departments will be developed also. The Consultant should make the business case for and effective model for enterprise funds, including a proposed implementation timeline;

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A plan for implementation and graduated stages that addresses current space limitations in the Mayor's Office in the early stages and an idealized office layout of the CPPO in the later stages;

Information clearly identifying any prime and sub-consultant firm's qualifications for providing the requested services and experience establishing, managing, and operating municipal capital offices;

An organizational chart of the proposed team, including subcontractors (please describe each team member, firm, office location, and the specific roles and responsibilities for each and explain how the team will function when asked to perform a task);

A statement as to why Consultant's team and proposal is the best choice for the City;

Complete information regarding Consultant's team experience, qualifications, and past performance on similar projects (team experience should demonstrate specific experience in capital planning and construction in the public sector as well as the establishment, management, and operation of centralized Capital Improvement Project offices within local governments);

A list of similar capital planning and construction consulting services provided to public sector clients, including a detailed description of the project, responsibilities, services, dollar value for each project, and at least one client contact for each project;

A draft plan for attracting qualified City of Cleveland Small Businesses and Regional Cleveland Area Small Businesses, and where appropriate MBEs and FBES, to participate in the City's procurement processes as mandated by the Cleveland Area Business Code;

A complete list of past projects and work performed for the City of Cleveland, if any;

A statement detailing your firm's degree of familiarity with the City of Cleveland and its processes; and

Any other information relevant to the selection criteria listed in this request for proposals that may assist the City in making a final selection.

Complete information clearly identifying any prime and sub-consultant's firm qualifications for providing the requested services and experience in performing

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management and efficiency studies. Describe all sub-consultants who would work with the City on the engagement. Attach their resumes. Include their professional experience and their respective responsibilities in the project. List all previous engagements where you worked with each sub-consultant.

State the name of the person who will be responsible for the day-to-day management of your firm's relationship with the City of Cleveland on this engagement. Enclose a complete professional resume. [Note: This person will work directly with and be directly accountable to the Chief Operating Officer.]

Detailed statement as to why Consultant's team and proposal is the best proposal for the City;

A complete fee proposal as per Section 6. A. ii. Detailed Cost Proposal. Explain your fee structure in detail and proposed payment terms. All services and products, including any computer software required for performance of the scope of services shall be included in the cost proposal.

Detailed estimate of expenses. Refer to Appendix B Reimbursable Expense Policy.

Full details of any office space and technology requirements;

Provide a detailed estimated budget for the project. Explain your process for monitoring project budget.

Detailed information regarding Consultant's team experience, qualifications, and past performance on similar projects (team experience should demonstrate specific experience in performing management efficiency studies in the public sector as well as within local governments);

A minimum of three (3) references. Include a list of similar management organizational and efficiency consulting services provided to public sector clients including a detailed description of the project, responsibilities, services, dollar value for each project, and at least one client reference for each project;

Detailed statement describing experience in working with complex public sector entities to implement an organizational change that required formulating a change plan within the confines of local public laws, ordinances, and regulations, including recommending, planning and implementing any necessary changes to those same laws, ordinances, and regulations, as part of the plan; and,

Any exceptions taken to either the RFP itself, or the legal contracting

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requirements as outlined below.

7. B. Professional Qualifications:

Submit supporting materials sufficient to establish professional qualifications for this work. Respond in writing to the following:

Describe your company in detail (its composition, history, and range of services).

List all current major projects.

Describe the company's future direction and plans, and provide a current customer list.

What are your company's unique qualifications for this project? What sets you apart from competing firms?

Provide a detailed profile of your company's financial position and your most recent audited financial statements. Describe any events that may have had a material adverse effect on your firm's financial position since that date.

Identify any client relationship your company has with any public or private entity that could be viewed as a definite or potential conflict of interest if your firm were selected to work on this project.

Describe any other relationship that could appear to be a conflict of interest if your firm were selected.

Is your company or anyone at your company under investigation, or has anyone been notified of any investigation by any federal or state regulatory agency? If the answer is yes, please explain.

7.C. Cleveland Area Business Code

7. C. I. Office of Equal Opportunity CSB/MBE/FBE Schedules:

The City of Cleveland sets very high expectations for our business partners in the areas of Equal Opportunity and Local Small Business, Minority-Owned and Female-Owned Business participation, and the City holds itself to the same standards. The [Office of Equal Opportunity Forms \(Notice to Bidders and Schedules\)](#) which describe these requirements, are available on the City of

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Cleveland web portal. From City Departments, select “Office of Equal Opportunity” and then select “Forms and Publications.”

7. C. II. INCORPORATION OF CLEVELAND AREA BUSINESS CODE; OEO NOTICE TO BIDDERS & SCHEDULES

The *Cleveland Area Business Code*, Chapter 187 of the Codified Ordinances Cleveland, Ohio, 1976, and the *OEO Notice to Bidders & Schedules* are incorporated in and made part of this solicitation and any resulting contract, by this reference, as fully as if attached.

7. C. III. Participation Goal: The Participation Goal for this project is 30% CSB Participation. Consultants are expected not only to make a strong good faith effort to meet this goal, they are encouraged to exceed the goal. All Schedules must be completed, signed, and returned with your proposal. To receive credit, all CSB/MBE/FBE firms must be certified with the City of Cleveland. A complete listing of all certified MBE/FBE firms is available at the City of Cleveland web portal. From City Departments, select “Office of Equal Opportunity” and then select “CSB/MBE/FBE Registry.”

Good faith effort, as outlined in the submitted schedules, and evaluated by the Office of Equal Opportunity, may be considered as relevant, and will be evaluated as one basis for making an award, in compliance with Section 187 C.O.

6. C. IV. OEO Notice to Bidders Schedules 1-4 must be completed and included in the consultant’s response to this RFP. These forms may be downloaded from the City of Cleveland web portal. From City Departments, select “Office of Equal Opportunity” and then select “Forms and Publications.”

7. D. Additional Required Forms:

The following form must also be completed and emailed to the City at the address shown on the Form:

1. Intent to Propose Form (attached).

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The following additional forms must also be completed and included in the consultant's response to this RFP. These forms may be downloaded from the City of Cleveland web portal. From City Departments, select "Office of Equal Opportunity" and then select "Forms and Publications."

2. Non-Competitive Bid Contract Statement Affidavit for 2009. This form must be notarized.

3. Northern Ireland Fair Labor Practices Disclosure.

4. MBE/FBE Certification Application (if you qualify and are not currently certified by the City of Cleveland). Available at http://www.city.cleveland.oh.us/clnd_images/OEO/certification_application.pdf

5. If you are currently certified, you must enclose copies of all current CSB/MBE/FBE Certifications in your response.

6. Complete and return a **W-9 Form**, available on the City's web portal and also at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

7. Consultant Application Form (required only if you are not currently a consultant with the City of Cleveland). Copies of the above forms are available at the City web portal.

8. SELECTION PROCESS

The City's selection of a Consultant will be based on both the substantive content of a Consultant's proposal and the Consultant's compliance with the proposal submittal procedure described in this Request for Proposals.

Procedural compliance includes:

1. Proposal submitted by the deadline set forth above;
2. Consultant's response to the required elements set forth in this Request for Proposals; and,
3. Compliance with all required forms including completeness, signatures where required, and the notarization of certain forms.

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The City reserves the right to ask for additional information and clarification from any or all of the Consultants at any time in the process.

The City will select the Consultant whose proposal is found to be the most advantageous to the City. After selection, the successful proposer should be prepared to immediately execute a contract prepared by the City. If the successful proposer is not able to immediately execute a contract and commence services, the City may disqualify the successful proposer.

8. A. OVERALL EVALUATION

The City's selection of a Consultant will be based predominately upon the substantive content of a Consultant's proposal and the Consultant's professional qualifications. The City will also consider the Consultant's compliance with the proposal submittal procedure described in this Request for Proposals.

Procedural compliance includes: proposal submitted by the deadline set forth above; Consultant's response to all required elements set forth in this Request for Proposals; and careful and complete compliance with all forms included as Appendices in this Request for Proposal, including the notarization of certain forms.

It is the Consultant's responsibility to identify and describe clearly the services being offered in response to this RFP. Consultant is cautioned that organization of the response, as well as thoroughness, is critical to the City's evaluation process. The City assumes that a Consultant's mode of response during the RFP process can be considered as indicative of how that Consultant might behave on a contract. As such, all aspects of the consultant's response will be considered.

The City has the right to accept a proposal exactly as submitted. Therefore, proposals must be complete. Do not assume that consultants will receive an opportunity to alter or correct submissions. However, the City reserves the right to ask for additional information and clarification from any or all of the Consultants at any time in the process, and/or to enter into negotiations with

Request for Proposals for a Capital Project Planning Office

one or more consultants. The City may or may not require presentations from one or more consultants. Do not assume such an opportunity.

The City will select the Consultant whose proposal is found to be the most advantageous to the City. After selection, the successful consultant must be prepared to immediately execute a contract prepared by the City. If the successful consultant is not able to immediately execute a contract and commence services within a timeframe acceptable to the City, the City may disqualify the successful consultant.

8. B. TECHNICAL EVALUATION

Proposals will be technically evaluated based upon the following criteria:

Team experience, qualifications, and past performance on similar projects (team experience should demonstrate specific experience in capital planning and construction in the public sector as well as the establishment, management, and operation of centralized Capital Improvement Project offices within local governments) ;

Past performance, if any, on projects performed for the City of Cleveland;

Familiarity with the City of Cleveland and its processes;

Proposed team organizational structure, responsibilities, and management;

MBE/FBE Prime Consultants;

Quality of written and oral presentations by the proposed project team (oral presentations may or may not be requested by the City);

Acceptance of contract conditions and requirements;

Availability of resources;

Local presence in the Cleveland area;

Fees will not be considered in the technical evaluation (proposals will be evaluated first on qualifications and technical merit and then, once the rankings are established, the fee submittals will be considered); and

A firm's involvement in any current litigation with the City will be taken into

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account during the proposal evaluation.

8. C. APPLICATION OF Chapter 187 Cleveland Area Business Code

8.C. 1. USE OF CSB, MBE, OR FBE PROPOSALS FOR PROFESSIONAL SERVICES CONTRACTS

Definitions. Unless defined in this paragraph or elsewhere in this solicitation of proposals, the following terms shall have the meaning(s) given them in the *Cleveland Area Business Code*, Chapter 187 of the Codified Ordinances of Cleveland, Ohio, 1976.

“City of Cleveland Small Business” or “CCSB”.

“Cleveland Area Small Business” or “CSB”.

“Cleveland Area Business Code” or “CAB Code”.

“Female Business Enterprise” or “FBE”.

“Minority Business Enterprise” or “MBE”.

“Office of Equal Opportunity” or “OEO”.

“Proposal” means an offer to contract with the City in response to this solicitation of proposals (whether called a “Request for Proposals,” “Request for Quotes,” or otherwise) for a personal (“professional”) services Contract.

“Proposer” means a Person submitting a Proposal to the City.

“Regional Cleveland Area Small Business” or “RCSB”

Evaluation Credit. For the purpose of comparing competing Proposals only, the City’s contracting department may apply an Evaluation Credit of five percent (5%) of the total points awarded for a Proposal received from a CSB, MBE, or FBE or from a CSB, MBE, or FBE joint venture. The contracting department shall apply evaluation credit according to the following criteria:

Where the City has evidence demonstrating past or present discrimination as to participation of MBEs or FBEs in specific types and categories of contracts, a contracting department will apply evaluation credit to a Proposal when the Proposer is a type of MBE or FBE, and proposing to participate in a type and category of contract, for which discrimination has been demonstrated. If a contracting department applies evaluation credit to one or more proposals from

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a MBE or FBE for a contract, it may not apply evaluation credit to any proposal from a CSB under review for award of that contract.

If the City has no discrimination evidence described in paragraph 1 above permitting it to apply evaluation credit, a contracting department will apply evaluation credit to the proposal of a CSB when the CSB has its principal office physically located within Cleveland's municipal boundaries (a "CCSB"). If it does, no other proposer shall receive such evaluation credit.

If the City has no discrimination evidence described in paragraph 1 above permitting it to apply evaluation credit and no proposal from a CCSB, a contracting department will apply evaluation credit to the proposal of a CSB having its principal office physically located outside Cleveland's municipal boundaries but within Cuyahoga County's boundaries (a "RCSB").

The City may consider a proposer's location as a factor in selecting a proposal for contract award.

C. Procedure. The contracting department will use the total points awarded for a proposal after applying evaluation credit to compare competing proposals to determine which to recommend for a contract award. The City will use the evaluation of a proposal determined after applying evaluation credit to approve that proposal for a contract award. The application of evaluation credits shall not alter the amount of a proposal submitted by a proposer or of the contract executed based on the proposal. The City will use only the actual proposal upon which the City and the proposer have agreed for approval and a contract award based on that proposal.

8.C. II. PROPOSER'S GOOD-FAITH EFFORT

Each proposer shall make and document its good-faith efforts to meet every CSB, MBE, and FBE goal that applies to the contract for which it is submitting a proposal. The City will consider a proposer's good-faith efforts to meet or exceed CSB, MBE, and/or FBE subcontractor participation goals set by the Director of the Office of Equal Opportunity for the contract in recommending and approving a proposal for contract award.

"Good-faith effort" as used in this solicitation and any resulting contract shall mean and include, without limitation, the proposer's:

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Active efforts to obtain participation in the contract from CSBs, MBEs, and/or FBEs equal to or exceeding the specific goal(s) set for the contract;

Completion and submission in association with its proposal, as required, all reports, forms, and documents, including, but not limited to, employment reports, certified payrolls, and other information the Director of the OEO may need to ascertain and verify the specific practical steps the proposer has taken or is taking to meet or exceed the CSB, MBE, and FBE goal(s) for the contract, and the proposer's equal employment practices; and

Attendance at and participation in all required pre-contract award meetings.

The Director of the OEO will determine a proposer's good-faith efforts regarding proposed CSB, MBE, and FBE participation in the contract and its employment practices, as provided under the *Cleveland Area Business Code*, from the proposer's documentation and actions, information obtained from other sources, and monitoring by the OEO, as applicable.

9. CONTRACT REQUIREMENTS

A. Board of Control: Award of a contract requires Board of Control approval.

Upon approval by the Board of Control of the City of Cleveland, any recommendation for award, the Request for Proposals, the winning response, any and all published Addenda, all additional information requested, and all written correspondence shall then be understood to constitute an offer and an acceptance and shall become part of any final contract or contracts.

B. The Contract: The City of Cleveland's Law Department will formulate the final contract, which shall be authorized under the Charter and Ordinances of the City of Cleveland. Any contract disputes or issues arising under the contract shall be adjudicated in the City of Cleveland under the laws of the City of Cleveland and the State of Ohio.

C. Expenses: The City's Reimbursable Expense Policy shall govern all expense payments under the contract. Compliance is of the essence of the contract. See Appendix "B."

D. Additional Terms and Conditions; substantially in the form represented below, will be included in the contract between the City of Cleveland and the selected consultant. Please review for compliance. No specific response to this section is required, unless you take exception. Exceptions are strongly discouraged. However, should you have a valid reason for an exception; you must say so in writing and explain fully in your proposal in Item 6. A. (16).

General Liability and Automobile Liability Insurance – The successful company will be required to take all necessary precautionary measures and to perform the work required for this professional services engagement in such a manner as to adequately protect people and safeguard property and existing facilities in place from any damage due to operations. Any damage to existing facilities caused by the successful company's operations or equipment shall be satisfactorily replaced or repaired by the company at its own expense within 72 hours of the damaged goods.

Insurance Requirements - The successful company shall purchase and maintain during the term on the engagement general liability insurance including but not limited to personal injury, property damage, contractual liability, owner's and contractor's protective liability and products/completed operations coverage wherein the City of Cleveland is named as an additional insured. Coverage shall protect the successful company and any sub-consultant performing work under the engagement from claims for damage for personal injury, bodily injury, including accidental death, as well as for claims for property damages which may arise from operations under the engagement, whether such operations be by the successful responder, or by any sub-consultant or by anyone directly or indirectly employed by any of them. An original certificate of insurance and a copy of the additional insured endorsement naming the City of Cleveland as an additional insured shall be deposited with the Department of Finance, City of Cleveland, prior to execution of an engagement. Such documents shall be as to form, coverage, carrier and limits satisfactory to and approved by the Director of Law. The additional insured coverage provided the City under contractor's general liability, notwithstanding other insurance covering the City. The amounts of such insurance shall be as described below. Note: Self-insurance is

unacceptable.

General Liability – The policy (ies) shall have limits not less than a combined single limit of \$2,000,000 providing the coverage required in the Paragraph 1) above for personal injury and property damage per occurrence and in the aggregate including but not limited to contractual liability and owners and contractors protective liability, as well as products/completed operations coverage of \$2,000,000 in the aggregate. Coverage shall not be on a claims made basis. If a deductible or self-insured retention is assumed, it may not exceed \$100,000 per occurrence and in the aggregate. The insurance shall include coverage for damage of property of any nature in the care, custody, or control of the successful company, or any property over which the successful company is directly or indirectly exercising physical control by reason of the work to be performed.

Special Hazards – Business Automobile Liability - The following special hazards shall also be covered during the term of the engagement by rider or riders to the policy(ies) above required, or by separate policies of insurance in amounts as follows:

Business automobile liability insurance to cover each automobile, truck or other vehicle used in the performance of the contract in an amount not less than a combined single limit of \$2,000,000 for bodily injury and property damage per occurrence.

Special Provisions – The policy(ies) of insurance furnished hereunder shall contain the following special provision: The company agrees that ten (10) days prior to cancellation or reduction of the insurance afforded by this policy, with respect to the contract involved, written notice will be mailed by certified mail, return receipt requested, to the Director, Department of Finance, City of Cleveland.

Indemnification – The maintenance of the insurance required above shall in no way constitute a waiver of the company's 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 successful company

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shall hold the City of Cleveland, its officers, agents and employees free and harmless from any injury or damage resulting from the negligent or faulty performance by the successful company or his sub-consultants.

Contractor's Responsibility to Owner – All work, equipment and manpower necessary for completion of the engagement must be included in the cost quote, at no extra costs to the City of Cleveland. The Contractor shall be responsible for the planning, scheduling and coordination of all work to be performed under this request, and the entire project as a whole, so the engagement will proceed without delay. If, for any reason, a major change in the approved schedules is anticipated, the contractor shall make the necessary changes to the schedule and resubmit the revised schedule for approval by the designated Department of Finance representative.

Liability, Bonds and Insurance

Liability – The contractor will assume full responsibility for any act of its employees. The contractor is responsible for the safety of its personnel and for assuming the continuing safety of the facility. The contractor is responsible for assuring that all of its personnel, equipment, and materials are in conformance with the Occupational Safety and Health Act and all other applicable State, Local, and Federal laws and regulations.

Bonds – The contractor shall provide any official bonds required, and pay any fees or costs involved to ensure its employees can act in the manner necessary to carry out duties under the contract.

Insurance – The contractor shall, at its own expense, keep and maintain worker's compensation and employer's liability insurance. A copy of the company's workman compensation certificate must be provided before execution of the contract. The contractor shall also keep and maintain comprehensive automobile liability and comprehensive general liability insurance including all hazards and broad form contractual liability with limits of no less than \$500,000 for each person and \$500,000 for each occurrence and \$500,000 for property damage. In addition, the contractor shall maintain umbrella liability with limits of liability of the \$1-million each occurrence and limits of liability of \$1-million aggregate. Such insurance shall include the interest of the contracting

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company as additional insured. The contractor shall also show evidence of 3rd Party Dishonesty Bond of Fidelity Bond in the amount of \$50,000 coverage.

Sub-consultants – The contractor shall not sub-contract or assign any portion of its work under this contract without the prior written approval from the City.

Taxes – The contractor accepts full and exclusive responsibility and liability for payment of Federal and State payroll taxes and for contributions for unemployment insurance, old age pensions, annuities, retirement, and other benefits, imposed or assessed under any provision of any; law of State or Federal and measured by wages, salaries or other remuneration paid or payable by the Contractor to its employees engaged in the work under this contract or any operation incidental thereto.

Security

Limited Access to Buildings/Offices – The contractor will not permit any individual to have access to any facility assigned under the contract until the Contracting Officer determines that such access is in the best interests of the Contracting Officer.

Criminal Liability – Failure to safeguard any proprietary information that may come to the Contractor or his employees or disclosure of information relating to the services hereunder to persons authorized to receive it may subject the Contractor to criminal liability. Additionally, criminal proceedings will not preclude the Contracting Company from pursuing civil action against the contractor.

HB694: Effective immediately, pursuant to the Ohio Revised Code, as referenced below, the following language is hereby made a part of this contract: "Contractor hereby certifies that beginning on the date the contract is awarded and extending until one year following conclusion of the contract, all persons identified in Ohio Revised Code Sections 3517.13(I)(3) and 3517.13(J)(3), as applicable, are in compliance with Ohio Revised Code Sections 3517.13(I)(1) and

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3517.13(J)(1)." By entering into this contract, or by submitting this proposal, if this notice is part of a proposal, the person(s) signing the document is affirming their compliance with the referenced sections of the Ohio Revised Code, herein incorporated into this contract, or any contract created pursuant to this Request for Proposals, in its entirety.

COMPLIANCE WITH THE CLEVELAND AREA BUSINESS CODE

Definitions. Unless defined in this paragraph or elsewhere in this solicitation of proposals, the following terms shall have the meaning(s) given them in the *Cleveland Area Business Code*, Chapter 187 of the Codified Ordinances of Cleveland, Ohio, 1976.

"City of Cleveland Small Business" or "CCSB".

"Cleveland Area Small Business" or "CSB".

"Cleveland Area Business Code" or "CAB Code".

"Female Business Enterprise" or "FBE".

"Minority Business Enterprise" or "MBE".

"Office of Equal Opportunity" or "OEO".

"Proposal" means an offer to contract with the City in response to this solicitation of proposals (whether called a "Request for Proposals," "Request for Quotes," or otherwise) for a personal ("professional") services Contract.

"Proposer" means a Person submitting a Proposal to the City.

"Regional Cleveland Area Small Business" or "RCSB".

B. Requirements. During performance of this Agreement, Contractor shall comply with all applicable requirements of the *Cleveland Area Business Code*, Chapter 187 of the Codified Ordinances of Cleveland, Ohio, 1976, and any *Regulations* promulgated under the *Code*, which *Code* and *Regulations* are incorporated into and made part of this Agreement by this reference as fully as if attached. Specifically, compliance shall include, but not be limited to, the Contractor's:

Compliance with its proposal representations regarding CSB, MBE, and/or FBE participation in performance of the Agreement;

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Compliance and cooperation with Project Monitors, whether from the OEO or the contracting department;

Accurate, complete, and on-time submission of all reports, forms, and documents including, but not limited to, employment reports, certified payrolls, monitoring forms, and other information the Director of the OEO may require, whether in printed or electronic form, to ascertain and verify Contractor's compliance; and

Attendance at and participation in all required project meetings, including OEO compliance meetings, and progress meetings called by the contracting department director(s) at key intervals during the contract services (e.g. 25% completion, 50% completion, 75% completion).

C. Failure to Comply. In determining Contractor's future eligibility for a City contract, the City shall consider Contractor's failure to comply with its proposal representations and the requirements of the *CAB Code* as a failure to faithfully perform a contract

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Appendix "A"

Intent to Propose Form

Project: Capital Project Planning Office

RFP No. 09007

Date _____

It is the intention of _____ to submit a
[COMPANY NAME]

proposal on the above project for the City of Cleveland. We accept the terms, conditions, and proposal guidelines. Our proposal will be submitted **no later than Tuesday, August 18, 12:00 PM Noon.**

Representative/Contact:

Signature

Title (Print)

Print Name

Phone #

Street Address

City/State/Zip

E-Mail

Fax #

RETURN TO GWENDOLYN BRYANT (gbryant@city.cleveland.oh.us) BY
THE REQUIRED SUBMISSION DATE, AS INDICATED IN THE
REQUEST FOR PROPOSALS

APPENDIX "C"

**Codified Ordinance Section 123.04 Employment of Professional Service
for Capital Improvement Program**

The Mayor is hereby authorized to employ by written contract such professional or expert services as the Board of Control shall deem necessary to supplement the regularly employed staff of the City in order to facilitate the preparation of plans, drawings, detailed specifications and estimates of costs, and the supervision of construction of projects included in the capital improvement program as the same may from time to time be adopted. The selection of the persons or firms to furnish such expert services shall be made upon the nomination of the director of the department concerned from a list of qualified persons available for such employment as may be determined after a full and complete canvass by the official designated by the Mayor for the purpose of compiling such list. Each such contract shall be prepared by the Director of Law, certified by the Director of Finance and a written report of the execution of every such contract with an abstract of its terms shall be filed with Council forthwith.

(Ord. No. 49-53. Passed 1-19-53, eff. 1-21-53)