

Request for Qualifications

Management & Operation of the North Coast Harbor Transient Marina & Restaurant

Issued: April 22, 2013

Department of Port Control Cleveland Hopkins International Airport

5300 Riverside Drive P.O. Box 81009

Cleveland, Ohio 44181-0009

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Attachments:

- . Northern Ireland Fair Employment Practices Disclosure
- . Request for Taxpayer Identification Number
- . Affidavit
- . Non-Competitive Bid Contract Statement for Calendar Year 2013
- . Local Producer/Local Sustainable Business Ordinance

Exhibits:

- . (A) Project Performance Specifications
- . (B) Design Drawings
- . (C) Annual Food and Beverage Demand
- . (D) Subcontractor Addition and Substitution Policy

INTRODUCTION

Over the years many prominent attractions have been added to the Downtown Lakefront, including the Rock & Roll Hall of Fame and Museum, the Great Lakes Science Center, Cleveland Browns Stadium and Voinovich Park. These attractions are located within an area known as the North Coast Harbor District ("NCH"), which is one of Northeast Ohio's most popular tourist destinations, typically drawing over 1.5 million people annually.¹

Grant funding has recently been secured to add a fifty-three (53) slip transient marina and support facility to enhance NCH's appeal to local, national and regional boaters. The City of Cleveland's near-term development strategy, for the area, further contemplates a total of 360,000 square feet of restaurant, retail, entertainment and hotel space spread across six (6) separate parcels. Each of these identified parcels, along with the abovementioned cultural attractions are located steps from the future transient marina, which is expected to be substantially completed by September of 2013.

With the opening of the transient marina approaching quickly, the City, through its Director of the Department of Port Control ("Department"), is seeking Statements of Qualifications ("Statements"), from qualified firms, to operate the marina and to facilitate the development of an adjacent restaurant concept.

In order to allow for broad participation and to minimize the out-of-pocket expenses incurred by interested parties, the City has elected to utilize a three-phase solicitation process:

Phase I: Request for Qualifications

Phase II: Request for Detailed Information (Submission) from short-listed firms

Phase III: Negotiation of Terms and Conditions with the Selected Firm

The intent of this Request for Qualifications is to identify interested firms offering the requisite experience and capacity to manage the subject fifty-three (53) slip marina and the capabilities to facilitate the financing and development of a restaurant catering to marina and non-marina users.

A non-mandatory pre-qualification conference and site visit will be held at Burke Lakefront Airport, Large Conference Room, 1501 North Marginal Road, Cleveland, Ohio 44114 on Friday, May 3, 2013 at 9:00 a.m. local time. At that time, interested parties may ask questions pertaining to this Request for Qualification. For reasons of security, those planning to attend the pre-qualification conference must register by 4:00 p.m. local time, Wednesday, May 1, 2013 by calling Nancy Ortiz at (216) 265-6086 or by e-mail to nortiz@clevelandairport.com. When registering for the conference, it will be necessary to provide the names of all attendees, their dates of birth and social

¹ Source: rockhall.com; <u>www.greatscience.com; www.clevelandbrowns.com</u>

security numbers. Firms are encouraged to attend the conference although attendance is not mandatory.

Each Firm shall submit seven (7) complete Statements, consisting of one (1) un-bound original and five (5) identical bound copies and one (1) CD-ROM containing the Statement and all attachments in Portable Document Format ("PDF") to the Department of Port Control no later than 4:00 p.m. local time on Monday, June 10, 2013. No Statement shall be accepted after that time unless such date or time is extended pursuant to a written addendum issued by the Department of Port Control.

Sealed Statements may be mailed or delivered to the address below and must be identified on the outside of the envelope(s) as: **Statement: Management and Operation of the North Coast Harbor Transient Marina and Restaurant.**

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

Attention: Sharri Muia, Acting Contracts & Procurement Manager

If Statements are hand-delivered, address as above and submit to the Airport Information Counter in the center of the ticketing lobby located on the second level of the passenger terminal building at Cleveland Hopkins International Airport.

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

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

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

http://www.clevelandairport.com/Doing-Business/Bids---RFPs-(1).aspx

NOTE: In an effort to comply with the City of Cleveland's green initiatives, the Department of Port Control will advertise all future Requests for Proposals and Requests for Qualifications on the websites listed above

together with all supporting documentation. A Letter of Invitation will be released as notification of the publication of Request for Proposal or Request for Qualifications for future projects.

All future documentation including addenda, response to questions, schedule changes and additional requirements for the Management and Operation of the North Coast Harbor Transient Marina and Restaurant will be posted on the above sites as no additional paper mailings will be made for this Project.

1. BACKGROUND

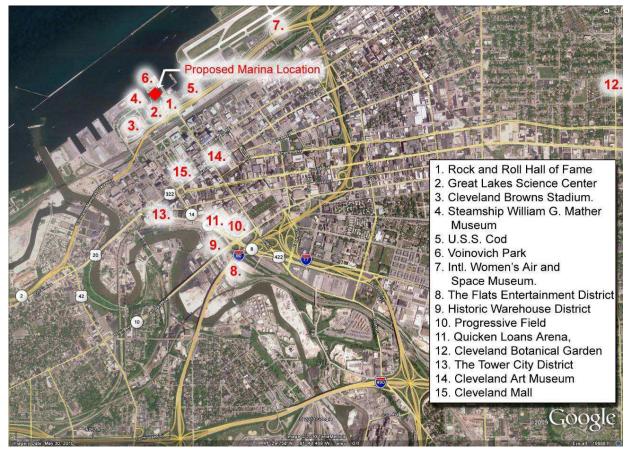
1.1 Marina Location

The selected location for the marina, designated a safe harbor of refuge, is steps away from the Rock and Roll Hall of Fame, Great Lakes Science Center, NASA Glenn Visitor Center and Cleveland Browns Stadium. Collectively these attractions, along with the protected water basin, form the downtown neighborhood district commonly known as the North Coast Harbor. The coordinates for this site are as follows:

Latitude: 41.4994954; Longitude:-81.6954088, or Latitude (DMS): 41° 29' 58 N;

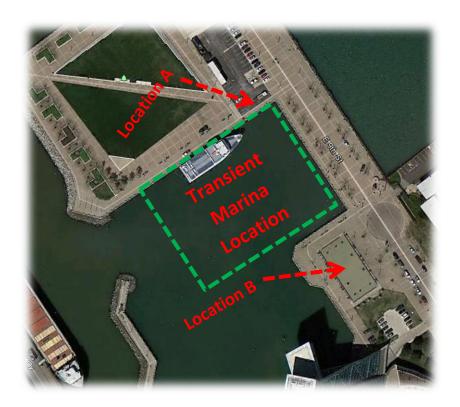
Longitude

(DMS): 81° 41' 43 W.



1.2 Restaurant Development Pad Location

Two potential development sites have been identified for the proposed restaurant. Dimensioned parcel maps for each option will be provided to the short listed firms prior to Phase II of this procurement. The locations are denoted by the arrows on the map below.



1.3 Property Management, Security and Special Event Programming

Downtown Cleveland Alliance will provide common area property management and services. They will provide a full range of property management, maintenance and repair services to the North Coast Harbor area. They will also provide security guard services during all normal North Coast Harbor operating hours, as well as before, during and after special events.

Special Event Planning is an important component of establishing a vibrant and enjoyable waterfront. Downtown Cleveland Alliance will be responsible for organizing, implementing, promoting, as well as executing an annual comprehensive special events calendar detailing immediate, short term and long term activities for the North Coast Harbor and all areas in and around the waterfront.

1.4 North Coast Harbor Development Plan

The development plan for the area immediately surrounding the marina suggests infill development including a range of restaurants, retail, entertainment and hotel uses. The plan also recommends programming the East 9th Street Pier, north of Erieside Avenue, with seasonal and year-round attractions.

To harness the value of its significant visitor population and to realize its larger potential as a destination, the City recommends the incorporation of the following elements in any forthcoming development of the district:

- A multi-level glass arcade, providing an all-weather connection between attractions, with integrated space for retail and concessions;
- Designated areas along the East 9th Street Pier for Food Trucks;
- Expanded angled street parking along the East 9th Street Pier; and
- Various streetscape improvements to the East 9th Street Pier designed to create a more festive environment and to reinforce pedestrian connections to the Central Business District.

1.5 Grant Funded Marina Construction Program

The Department has selected Kokosing Construction Company, Inc. to design, permit, engineer, fabricate and construct the Transient Marina and related landside improvements (i.e. amenities building, lighting, security cameras). The aforementioned construction project does NOT include the construction of the restaurant. The successful Firm will be required to fund any work necessary to develop this concept. For more details please review the project performance specifications (Refer to Exhibit A) and design drawings (Refer to Exhibit B).

1.6 Transient Slip Availability

There are approximately 1,559 dedicated slips available to the 32,000 transient boaters that traverse Lake Erie annually. The proximity of these slips, to the proposed marina, is as follows: 16% are within 50 miles of Downtown Cleveland, 5% are located in Cuyahoga County and only 2% are located within 3 miles of Downtown. Based on this data, both the Ohio Department of Natural Resources and the Greater Cleveland Boating Association have made the addition of transient infrastructure to the downtown lakefront a top priority.

1.7 Concession Demand

The North Coast Harbors' 1.6 million visitors, coupled with the 5,542 workers located within .25 miles, generate over \$50 million in annual food and beverage

demand.² (**Refer to Exhibit "C"**) Currently, there is an area supply of \$550,000 annually in food and beverage service, leaving the majority of this demand unmet. As depicted in the following graphic, over \$30 million of this demand is concentrated in the summer months.



2. SCOPE OF SERVICES

2.1 General Scope

This section describes a general overview of the anticipated responsibilities of the selected Firm(s). Upon conclusion of the selection process, these responsibilities will be more narrowly-defined and detailed in the formal agreement that will be negotiated between the selected Firm(s) and the Department.

Please note that 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 qualification

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² Source: ESRI; InfoUSA; Office-Worker Retail Spending in a Digital Age, 2012, International Council of Shopping Centers, Tourism Economics, SB Friedman, City of Cleveland

process; (ii) incorporate any City requirements adopted after the publication of this Request for Qualifications and (iii) incorporate any other changes it deems necessary.

The successful Firm(s) shall comply with all directions, rules and procedures prescribed by the Department and all present and future laws, ordinances, orders, directives, codes, rules and regulations of the federal, state and local governmental agencies, including those of the Department, which may be applicable to the Project.

2.2 Minimum Operating & Management Standards

The successful Firm will assume overall responsibility and cost for the day-today operation of the Marina, boater amenities facility, restaurant and any related equipment and concessions, to the satisfaction of the City.

2.3 Minimum Maintenance Standards

The successful Firm will, at its sole cost and expense, provide all routine maintenance, repairs and janitorial services required to keep all premises, related appurtenances and equipment in a good state of repair, free from hazardous conditions and deterioration.

2.4 Restaurant Development

The successful Firm, or through a third party agreement, shall be granted the right to finance, design, construct and operate a restaurant adjacent to the marina.

2.5 Other Goods and Services

The successful Firm shall provide other goods and services, to boaters and non-boaters, as deemed appropriate by the City and the Firm, including, but not limited to:

- A. Rental of watercraft including: jet skis, row boats, paddle boats, kayaks and other personal watercraft;
- B. Rental of bicycles, scooters and motorized vehicles as permitted by law; and
- C. Sale of bait and tackle, boating supplies, clothing, food and other merchandise typically sold at convenience type stores and gift shops.

3. GENERAL TERMS AND CONDITIONS OF THE CONTRACT

3.1 Terms and Termination.

- A. The Department intends to recommend award of a contract to the firm that best satisfies the needs of the Department based on the requirements of this Request for Qualifications.
- B. The term of the contract will be negotiated, based on the level of investment the Proposer makes to develop the restaurant and other amenities.
- C. The City may terminate the contract at any time for cause upon failure to perform in a manner satisfactory to the City after the successful Proposer has received written notice as provided in the contract. Such written notice may specify, among other matters, bankruptcy, unsatisfactory adherence to schedules, unsatisfactory performance of services, unsatisfactory operating practices or unsatisfactory equipment and failure to comply with other provisions of the contract. The City shall, in the sole exercise of its business judgment, determine whether the service or any part thereof, is being performed in an unsatisfactory manner.
- D. If at any time during review or audit of the successful Proposer and its CSB/MBE/FBE subcontractors the City determines that the successful Proposer and its CSB/MBE/FBE subcontractors are not functioning in good faith, the successful Proposer must submit a corrective action plan within sixty (60) calendar days of the written findings. The City will then review the corrective action plan and, if acceptable, will provide written approval of the plan. If the successful Proposer does not meet the provisions of the corrective action plan and the City continues to find the successful Proposer and its CSB/MBE/FBE subcontractors not to be functioning in good faith or in non-compliance with the nondiscrimination provisions of this contract the City shall impose such sanctions as it may determine to be appropriate, including but not limited to (i) cancellation, termination or suspension of the contract or (ii) suspension from participation in future CLE contracts.
- E. Failure of the successful Proposer to strictly enforce a subcontract agreement with any of its subcontractors shall be considered a default by the successful Proposer and grounds for termination of its contract.
- F. By submitting a Statement of Qualifications in response to this Request for Qualifications, a Proposer is certifying that all work will be performed in conformance with applicable local, state and federal laws and regulations and accepts the terms and conditions set forth herein, all of

which will be made a part of any contract awarded as a result of this Request for Qualifications.

4. GENERAL INFORMATION

4.1 Submission of Statement.

- A. Each Proposer shall provide all information requested by the City in this Request for Qualifications. Proposers must organize their packages to address each of the elements outlined and in the same order listed in Section 7 of this Request for Qualifications.
- B. Proposers are advised to carefully read and complete all information requested in the Request for Qualifications. If the Proposer's response to this Request for Qualifications 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 Statements should comply with the following guidelines: Unless absolutely necessary, copies should minimize or eliminate use of non-recyclable or non-re-useable materials. Materials should be in a format permitting easy removal and recycling of paper. A Proposer should, to the extent possible, use products consisting of or containing recycled content in its Statement 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 statement, other than trade secret or proprietary information, may be considered a public record which, if properly requested, the City must make available to the requester for inspection and copying. Therefore, to protect trade secret or proprietary information, the Proposer should clearly mark each page, but only that page, of its Statement that contains that information. The City will notify the Proposer if such information in its Statement is requested, but cannot, however, guarantee the confidentiality of any proprietary or otherwise sensitive information in or with the Statement. Blanket marking of the entire Statement as "proprietary" or "trade secret" will not protect an entire Statement and is not acceptable.
- B. The Director, at his sole discretion, may require any Proposer to augment or supplement its Statement or to meet with the City's

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

- C. The City reserves the right, at its sole discretion, to reject any Statement that is incomplete or unresponsive to the requests or requirements of this Request for Qualifications. The City reserves the right to reject any or all Statements and to waive and accept any informality or discrepancy in the Statement or the process as may be in the City's best interest.
- D. All Statements 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 Statement submission ("Statement Expiration Date"). Until the Statement Expiration Date, Proposer agrees that its Statement shall remain in effect, as submitted, and subject to selection by the City.

4.3 <u>Supplemental Information</u>.

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

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

Prospective Proposers are advised that in order to enter into a contract with the City of Cleveland for providing the services outlined in this Request for Qualifications, the successful Proposer must be determined to be in compliance with policies and procedures of the City's Office of Equal Opportunity ("OEO"). Accordingly, prospective Proposers are required to complete the attached Office of Equal Opportunity Schedules 1 through 4 and submit those materials with its Statement. All schedules must be completed, signed and dated; or the submittal may be considered non-responsive. The completed schedules will be submitted to the City's Office of Equal Opportunity for evaluation. The Successful Proposer will be required to submit to the City's Office of Equal Opportunity a comprehensive work force evaluation and an affirmative action plan no later than sixty (60) days after entering into a contract with the City.

The City of Cleveland has established the following subcontracting goals this project.

10% Cleveland Area Small Business ("CSB") -Management 15% Minority Business Enterprise ("MBE") – Vertical Construction 8% Cleveland Area Small Business ("CSB") – Vertical Construction 7% Female Business Enterprise ("FBE") – Vertical Construction

Please complete Schedule 2 – Schedule of Subcontractor Participation and provide a detailed plan with your Statement indicating how CSBs will be utilized during the project.

Any and all proposed subcontractors, whether City certified or not, must be divulged and listed in the sealed Statement. 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 Statement 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 Statement must receive written Board of Control approval in advance. The subcontractors you propose in your sealed Statements will be considered the subcontractors that you will use in the contract if awarded to you. **See Exhibit "D"** regarding the City's Sub-contractor Addition and Substitution Policy and Procedure. The City reserves the right to approve an award, but not approve a proposed subcontractor.

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

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

Please be aware that the participation of CSB/MBE/FBE firms listed in your Statement will be monitored by the City's Office of Equal Opportunity throughout the duration of the contract. The successful Proposer will be responsible for providing the City's Office of Equal Opportunity with any and all information necessary to facilitate this monitoring, including subcontractor agreements, invoices and cancelled checks. Successful Proposers performing on CLE projects have a dual reporting requirement.

Successful Proposers will be required to provide subcontractor agreements to the Emerging Business Enterprise Development Office. Additionally, successful Proposers and subcontractors (Non-CSB/MBE/FBE and CSB/MBE/FBE) will be required to enter all payments, invoice information and certified payrolls (where applicable) associated with the contract into the PRISM monitoring system and the B2Gnow software (canceled checks and invoices must be scanned and attached to the file). If the successful Proposer fails to fulfill the CSB participation percentages set forth in this Request for Qualifications, the successful Proposer may be subject to any and all penalties listed in Section 187.20 of the Cleveland Codified Ordinances.

Note: The submission of the referenced forms is not required with the response to this Request for Qualifications. These forms will only be submitted by the firm selected to enter into contract negotiations, after the qualification evaluation process. The forms will be completed at the completion of the fee negotiation. However, the CSB/MBE/FBE firms and the anticipated percentages must be identified in the submittal.

It is the City's objective that the CSB/MBE/FBE performs a commercially useful function. A CSB/MBE/FBE is considered to perform a commercially useful function when it is independently responsible for the execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing and supervising the work involved. In light of industry practices and other relevant considerations, the CSB/MBE/FBE must have a necessary and useful role in the transaction of a kind for which there is a market outside the context of the CSB/MBE/FBE program.

If you have any questions in regard to either the City's Office of Equal Opportunity's requirements and/or its other contracting goals, please contact the Office of Equal Opportunity at (216) 664-4152.

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

4.5 Outreach Events.

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

4.6 Equal Opportunity Clause.

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

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

Within sixty (60) calendar days after entering into a contract, the successful Proposer, as contractor, shall file a written affirmative action program with the Office of Equal Opportunity containing standards and procedures and representations assuring that the contractor affords all qualified employees and applicants for employment equal opportunities in the Contractor's recruitment, selection and advancement process.

4.7 Short-listing.

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

4.8 Execution of Contract.

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

4.9 Familiarity with Request for Qualifications; Responsibility for Statement.

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

4.10 Anticipated Statement Processing.

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

Release of Request for Qualifications	April 22, 2013
Pre-qualification Conference	May 3, 2013
Deadline for Inquiries	May 15, 2013
Written Response to Inquiries	May 24, 2013
Deadline for Statements	June 10, 2013

4.11 Interpretation of Statement Document.

- A. If any prospective Proposer finds discrepancies or omissions in this Request for Qualifications or if there is doubt as to the intended meaning of any part of this Request for Qualifications, a written request for clarification or interpretation must be received by the Procurement Section of the Department of Port Control, Cleveland Airport System, 5300 Riverside Drive, P. O. Box 81009, Cleveland, Ohio 44181-0009 no later than Wednesday, May 15, 2013. Requests for clarification or interpretation may be submitted via e-mail to smuia@clevelandairport.com, with carbon а copy to dcartellone@clevelandairport.com.
- B. The City is not responsible for any explanation, clarification, interpretation, representation or approval made concerning this Request for Qualifications or a Statement given in any manner except by written addendum. The City will mail, e-mail or otherwise

deliver one copy of each addendum issued to each individual or firm that requested and received a Request for Qualifications. Any addenda so issued are a part of and incorporated into this Request for Qualifications as if originally written herein.

5. QUALIFICATIONS FOR STATEMENTS

5.1 Minimum Qualifications.

The Department intends to select a Firms(s) based on a review and evaluation of the information provided in response to the Request for Qualifications and subsequent negotiations. Please note the Department does not expect respondents to provide detailed development and financial plans at this time. Instead, the Department seeks to ascertain the respondent's level of accomplishment, experience, capabilities and general approach to managing and operating the transient marina and restaurant.

6. STATEMENT CONTENT

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

- A. <u>Cover Letter</u>: The cover letter should identify the firm and state other general information that the Proposer desires to include regarding the Proposer's business organization. At a minimum the cover letter must include the name, form of business entity (e.g. corporation, partnership, joint venture, etc.), principal address, federal tax identification number, telephone number, email address and facsimile number of the Proposer.
- B. <u>Executive Summary</u>: The executive summary should provide a clear and concise summary of Proposer's background, level of expertise, direct relevant experience and ability. The executive summary should make the Proposer's case as the best candidate for providing the requested services Proposers should structure this section in a manner that allows it to serve as a stand-alone summary when separated from the other sections of the Statement.
- C. <u>History of Key Team Members:</u> Identify the legal entity that will serve as the principal in the proposed business venture and provide a brief profile of that entity and the parent company, if applicable.
- D. <u>Project Team:</u> Provide resumes for the key individuals who will be responsible for managing and operating the marina and related assets and business lines, including the restaurant. Describe the roles and

- responsibilities for each member of the project team. Also describe each team member's contractual arrangement among the parties.
- E. <u>Qualifications/Experience</u>: This section gives respondents 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 Statement from other firms. Please include, at a minimum, the following information:
 - 1. Experience and abilities in maintaining and managing similar size and types of marinas;
 - 2. Experience marketing, promoting and advertising similar types of facilities;
 - 3. A sample Standard Operating Procedure Manual;
 - 4. Information on features, programs and operations that are not specifically requested through this Statement of Qualifications, but would be provided by the Firm as basic services and would have benefits to the City of Cleveland and/or Marina customers;
 - 5. Descriptions of any marina related projects financed by the respondent (i.e. concession facilities, public space enhancements, boater amenities etc.) including: brief descriptions (date, location and narratives) for each concept, photographs of the projects and references for each project;
 - 6. Describe your plans/approach for facilitating the development of a restaurant to support the marina, i.e. prospective brand(s), conceptual renderings, etc.;
- F. <u>Project Approach</u>: Provide a statement discussing your understanding of this operation and management opportunity, including those factors that are critical to making the opportunity a success. Briefly detail how the firm will approach this opportunity to ensure that the marina and restaurant are successful. Please include, at a minimum, the following information:
 - 1. Proposed marketing strategy.
 - 2. Proposed development concept for the restaurant.
 - 3. List of other goods and services to be provided to the public.
 - 4. Estimated operating budget, inclusive of maintenance costs, for the management of the marina and restaurant.
- G. <u>Management Approach</u>: 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;
- H. <u>Financial Statements</u>: Please attach the latest audited financial statements for the legal entity that will serve as the principal in the proposed development;

- I. <u>CSB/MBE/FBE Participation</u>: Firms shall submit the names of persons, subcontractors, joint ventures or others to be used in meeting CSB/MBE/FBE goals or requirements. A list with the firm(s) location shall be included in the submittal along with an estimate of anticipated percentage of work to be subcontracted to CSB/MBE/FBE and Non CSB/MBE/FBE proposed sub Proposers;
- J. <u>Affidavit</u>: Firms shall submit with its Statement 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;
- K. <u>Joint Ventures or Partnerships</u>: If the Statement 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 Statement and will become an attachment to the City's contract. The award of a contract to the joint venture or partnership may be indicated as a condition precedent for the commencement of either such agreement;
- L. <u>Additional Submittal Requirements</u>: Firms shall complete, execute and return with its Statement the following documents, copies of which are attached to this Request for Qualifications: (i) Northern Ireland Fair Employment Practices Disclosure; (ii) Request for Taxpayer Identification Number and Certification; (iii) Affidavit and (iv) Non-Competitive Bid Contract Statement for Calendar Year 2013;
- M. <u>Environmental Sustainability</u>: Describe how the proposed services/project/solution incorporate environmental sustainability; and
- N. <u>Insurance Coverage</u>: Firms shall identify the types of insurance coverage and corresponding liability levels it intends to maintain if selected.

7. INQUIRIES

Interested parties may submit questions pertaining to the Request for Qualifications. Questions must be submitted, in writing, to the Procurement Section of the Department of Port Control, 5300 Riverside Drive, P. O. Box 81009, Cleveland, Ohio 44181-0009 no later than Wednesday, May 15, 2013. The Department will use its best efforts to provide all prospective Proposers that have received a Request for Qualifications package with a copy of its response. Questions may be submitted via e-mail to smuia@clevelandairport.com, with a carbon copy to dcartellone@clevelandairport.com. Verbal responses given by representatives of the City at any time may not be relied upon by the Proposer in submitting its Statement or in the performance of its obligations under the Request for Qualifications.

8. DISQUALIFICATION OF PROPOSER/ STATEMENT

The City does not intend by this Request for Qualifications to prohibit or discourage submission of a Statement that is based upon Proposer's trade experience relative to the scope of work, services or product(s) described in this Request for Qualifications or to proscribe the manner in which its services are to be performed or rendered. The City will not be obligated to accept, however, significant deviations from the work or services sought by this Request for Qualifications, including terms inconsistent with or substantially varying from the services or the financial and operational requirements of the Request for Qualifications, as determined solely by the City. The City reserves the right to reject any and all Statements or to waive and accept any deviation from this Request for Qualifications or in any step of the Statement submission or evaluation process so as to approve the award of the contract considered to be in the City's best interest, as determined in the City's sole discretion.

Although the City prefers that each Proposer submit only one Statement including all alternatives to the Statement that the Proposer desires the City to consider, it will accept Statements from different business entities or combinations having one or more members in interest in common with another Proposer. The City may reject one or more Statements if it has reason to believe that Proposers have colluded to conceal the interest of one or more parties in a Statement, and will not consider a future Statement from a participant in the collusion. In addition, the City will not accept a Statement from or approve a contract to any Proposer that is in default as surety or otherwise upon an obligation to the City or has failed to perform faithfully any previous contract with the City, or is currently in default under any contract with the City.

The City reserves the right to reject any or all Statements. Failure by a Proposer to respond thoroughly and completely to all information and document requests in this Request for Qualifications may result in rejection of its Statement. Further, the City reserves the right to independently investigate the financial status, qualifications, experience and performance history of a Proposer.

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

9. EVALUATION OF STATEMENTS

The City department/division issuing this Request for Qualifications will evaluate each Statement submitted. The Department will present its recommendations to the City's Board of Control ("Board"). The Board may, but shall not be obligated to, entertain formal presentations. The City will only consider Statements that are received on or before the submission deadline, and which meet all

the requirements of this Request for Qualifications. The City reserves the right to request a "best and final offer" from Proposers meeting the minimum requirements.

CLE shall apply an Evaluation Credit of two percent (2%) of the total points awarded for a Statement received from a Local Producer and two percent (2%) of the total points awarded for a Statement 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 Statement comparison when evaluating competing Statements. The use of Evaluation Credits does not alter the Statement submitted by a Proposer or the contract executed based on the Statement. As used herein "Local Producer" and "Local Sustainable Business" are defined in City of Cleveland Ordinance No. 1660-A-09 (Refer to Exhibit "B" attached hereto).

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

- **1.** Key Team Members. (Rating up to 15 points)
- **2.** Project Team. (Rating up to 30 points)
- **3.** Qualification/Experience. (Rating up to 20 points)
- **4.** Project Approach. (Rating up to 25 points)
- **5.** Management Approach. (Rating up to 10 points)
- **6.** CSB/MBE/FBE Participation: Firms shall submit the names of persons, subcontractors, joint ventures or others to be used in meeting CSB/MBE/FBE goals. (Pass/Fail)

EXHIBIT "A"

EXHIBIT "B"

EXHIBIT "C"

EXHIBIT "D"