



TBD

FIRE AND EMS FACILITY MODERNIZATION PLAN

City of Cleveland

Department of Mayor's Office of Capital Projects

601 Lakeside Ave

Cleveland, OH 44114

RELEASE DATE: May 3, 2024

DEADLINE FOR QUESTIONS: May 24, 2024

RESPONSE DEADLINE: June 6, 2024, 12:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenow.com/portal/clevelandoh>

City of Cleveland
Fire and EMS Facility Modernization Plan

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- A - Fire Station Wards 2024
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1. INTRODUCTION

LATE PROPOSALS WILL NOT BE ACCEPTED

The City of Cleveland invites responses to the Request for Proposal (RFP) for Fire and EMS Facility Modernization Plan.

We ask that you strictly adhere to the following critical guidelines outlined in this document.

1.1. Summary

The City of Cleveland is seeking a qualified firm, or firms, ("the Consultant") to provide professional consulting services to develop a Fire and Emergency Medical Services (EMS) Facilities Modernization Plan ("the Project") in support of projects administered by the Division of Architecture and Site Development (DASD) of the Mayor's Office of Capital Projects (MOCAP). DASD is responsible for administering the City's Capital Improvement Plan (CIP) for all City-owned facilities and outdoor spaces not in rights-of-way.

The Project is intended to provide guidance toward the creation of a 10-15 year CIP for the several facilities of the Cleveland Division of Fire (CDF) and the Cleveland Division of Emergency Medical Services (CDEMS), including:

- 26 active fire stations including 1 fire boat dock and support facility
- 1 new fire station under construction
- 1 inactive fire station
- 2 fire stations to be decommissioned or repurposed
- Fire Headquarters
- Fire Training Academy
- Maintenance and storage facilities
- 39 active EMS units co-located within Fire Stations + 1 under construction
- 4 EMS satellite units co-located in other city facilities
- EMS Headquarters and Training Academy
- EMS storage facility

These facilities range in age from over 100 years old to brand new. The size, condition, and state of repair of the facilities vary greatly.

1.2. Background

The Cleveland Division of Fire and Division of EMS intends to embark on a multi-year fire and EMS facility modernization program. Goals of this program are:

- To provide better, more efficient delivery of Fire and EMS services to the residents of Cleveland

- To provide a living and working environment for the City’s Fire and EMS employees that meet contemporary best practices for health, safety, comfort, and quality of life
- To envision a “Fire Station of the Future” and develop ways to leverage Fire facilities for other kinds of service delivery to the residents.
- To enhance training and readiness
- To improve energy and resource efficiency
- To create an actionable, cost-informed multi-year plan to implement the overall modernization
- To create a sustainable city resource going forward that can be readily adapted to whatever changing community needs present themselves

1.3. [Contact Information](#)

Mark Duluk

Manager - Division of Architecture and Site Development
601 Lakeside Avenue
Room 517A
Cleveland, OH 44114
Email: mduluk@clevelandohio.gov
Phone: [\(216\) 664-2584](tel:(216)664-2584)

Department:

Mayor's Office of Capital Projects

Department Head:

James DeRosa
Director

1.4. [Timeline](#)

RFP Published on City website	May 3, 2024
Pre-Proposal Conference (Non-Mandatory)	May 16, 2024, 1:00pm Cleveland City Hall Room 517A followed by site visits
Last Day to Submit Provider Questions	May 24, 2024, 12:00pm
Publish RFP Addendum	May 27, 2024
Proposal Submission Deadline	June 6, 2024, 12:00pm

2. SCOPE OF WORK

2.1. Objective

The scope of work for the the Project is to create an actionable 10-15 Capital Improvement Plan (CIP) to support the goals listed the Project background.

In order to succeed at developing the Project, it will be necessary for the Consultant to:

- Conduct a thorough **Assessment** of current Division of Fire and Division of EMS facilities.
- In collaboration with DASD and CDF and EMS, create a **Long-Range Vision** for Fire and EMS facilities.
- Develop a detailed, step-by-step **Strategic Plan** to achieve the Long-Range Vision.

A list of fire stations and EMS stations by Cleveland City Council Ward, along with a typical fire station floor plan, is provided in the Attachments section of this RFP.

2.2. Project Phases and Development Process

The Project will comprise (3) phases: Assessment, Long-Range Vision, and Strategic Plan.

Phase I: Assessment

The goal of the Assessment Phase is to understand and document the existing portfolio of facilities.

A. Objective

1. Document physical condition of Fire and EMS facilities
2. Document operational efficiency, including response time, equipment storage and service, living quarters, building systems, and lifespan
3. Compare conditions to current best practices
4. Identify any other community events or services occurring through the Fire and EMS stations

B. Process

1. Visit every Fire and EMS facility and document findings
2. Interview Fire and EMS leadership, end-users (firefighters and EMS members), property maintenance, and DASD personnel
3. Collect data from CFD and EMS and demographic data
4. Model response times
5. Identify areas within the city of greatest need of Fire and EMS services
6. Expect bi-weekly meetings in this phase and (2) 2-day “summits” to offer open houses, community feedback, and key stakeholder workshops

C. Deliverables

1. Assessment report, including:
 - a. Executive Summary
 - b. Documentation of process
 - c. Physical Findings
 - d. Operational Findings
 - e. Reference to current best practice
2. Expect (2) formal internal presentations of Assessment

Phase II: Long-Range Vision

The goal of the Long-Range Vision is to create a desired end-state of Fire and EMS facilities once the full master plan is implemented

A. Objective

1. Identify ideal locations for Fire stations and EMS Units, including new locations and locations to be closed
2. Identify “Station of the Future” baseline typologies for Fire stations of various types/sizes for the areas they serve
3. Identify services or benefits to the residents of Cleveland that could best or most appropriately be delivered through Fire and EMS facilities

B. Process

1. Review data from Phase I
2. Develop multiple possible future scenarios for evaluation
3. Expect weekly meetings in this phase and (2) 2-day “summits” to offer open houses, community feedback, and key stakeholder workshops
4. Community surveys and other means of soliciting community input. May include project website or other online presence

C. Deliverables

1. Long-Range Vision Report, including:
 - a. Executive summary
 - b. Documentation of process
 - c. New proposed Fire service map
 - d. Explanations of closures & new facilities
 - e. Conceptual program & plans of new station typologies

- f. Description of community services/benefits
- 2. Expect (1) internal and (1) public presentation of Long-Range Vision

Phase III: Strategic Plan

The goal of the Strategic Plan is to create a step-by-step process to achieve the Long-Range Vision, including cost, schedule, and workforce needs.

A. Objective

- 1. Divide the Long-Range Vision into discrete projects
- 2. Prioritize and coordinate sequence of projects
- 3. Create more specific descriptions of the work needed for each project
- 4. Create appropriately escalated cost estimate and schedule for each project

B. Process

- 1. Work closely with DASD and Public Safety to establish priorities and understand City funding and procurement process
- 2. Coordinate with other affected City departments, such as Finance, Public Works, and Operations
- 3. Anticipate bi-weekly meetings in this phase and (2) interim reviews

C. Deliverables

- 1. Total final report synthesizing all of the above
- 2. Short executive version of report for broader distribution
- 3. Various public information materials

Expect (1) internal and (1) public presentation of Strategic Plan

3. PROPOSAL SUBMISSION REQUIREMENTS

Each Consultant that wishes to be considered for selection to perform the Scope of Services described in this RFP shall electronically submit to MOCAP two separate, non-editable pdf files, one labelled Services Proposal, and one labelled Fee Proposal.

Services Proposal

- A. **Cover Letter (One page):** Clearly indicate contact information, including phone and e-mail, for project primary contact individual.

- B. **Organization of the Firm (One page):** Include a description of the Consultant Firm including information regarding its primary business, its background and history, its organizational structure, QA/QC program, the number of employees, and commitment to diversity. This section should contain any additional information about the firm that the firm feels will assist in understanding the qualifications of the firm. It is highly desirable that there be a local component to the Consultant Team to facilitate response time to matters that require on-site reviews.

- C. **Project Team (One Page):** Organizational chart showing project team members, roles, and relationships, including subconsultants.

- D. **Project Team Resumes (One Page Each):** Professional resume for each team member shown on the organizational chart, including relevant licenses and qualifications and list of significant projects.

- E. **Project Approach:** The Consultant shall include a description how they plan to achieve the goals of this project, with specific descriptions of information gathering, evaluation, prioritization design, and documentation, and of their management, technical, and QA/QC approach taking into account the unique project goals and constraints. Include a specific and complete list of proposed deliverables.

- F. **Relevant Project Experience (One Page Each):** Project sheets for completed relevant projects demonstrating ability to successfully lead and execute the type of work required for this project.

- G. **Capacity to Perform Work (One Page):** Provide a description of the Consultant's capacity to perform work requested by describing the Team's current workload, including consideration for current City project workload, and the availability of the staff to meet required schedules. Identify all City projects currently being worked on and stage of development. Describe the methods utilized to track work progress, budgets, and deadlines. Describe any support personnel or technical resources the Consultant plans to use to assist in performing work as required on

schedule, and within budget.

- H. **Special Commendations (Optional):** The Consultant shall provide any other pertinent data, information and other extraordinary circumstances which will clearly demonstrate their unique ability to provide the required Professional Services in a manner not detailed previously within this RFP.
- I. **Proposed Project Schedule:** Provide a conceptual Project Schedule indicating a proposed timeline for the performances of all Professional Services as detailed in the “Scope of Services” section of this RFP. The Consultant must be prepared to commence work immediately after the execution of a Contract for Professional Services.
- J. **Compliance Affidavit:** Non-Competitive Bid Contract Statement for Calendar Year 2024 for use with contracts to be awarded in 2024. All Consultants submitting proposals for contracts awarded on or after January 1, 2024 must initially submit a notarized 2024 affidavit. If award of contract extends into 2025, then an updated form shall be required. The 2024 Statement is provided in the Proposal Submittals section of this RFP.
- K. **Northern Ireland Fair Employment Practices Disclosure:** Interested Consultants shall review and respond accordingly to the Northern Ireland Fair Employment Practices Disclosure form as part of their proposal. The Ireland disclosure is provided in the Proposal Submittals section of this RFP.
- L. **Certificate of Insurance:** Submit a Certificate of Insurance form indicating limits of professional services (errors and omissions) and general liability coverage as a separate attachment to their Proposal, and shall at all times during the term of the contract resulting from this RFP, maintain the following insurance coverage:
1. The insurance company or companies providing the required insurance shall be authorized by the Ohio Department of Insurance to do business in Ohio and rated “A” or above by A. M. Best Company or equivalent. The Successful Proposer, as contractor, shall provide a copy of the policy or policies and any necessary endorsements, or a substitute for them satisfactory to and approved by the Director of Law, evidencing the required insurances upon execution of the contract.
 2. Professional liability insurance with limits of not less than \$200,000.00 for each occurrence and subject to a deductible for each occurrence of not more than \$25,000.00 per occurrence and in the aggregate, and if not written on an occurrence basis, shall be maintained for not less than two (2) years after satisfactory completion and written acceptance of the services

under the contract.

3. Workers' compensation and employer's general liability insurance as provided under the laws of the State of Ohio.
4. Statutory unemployment insurance protection for all of its employees.
5. Such other insurance coverage(s) as the City may reasonably require.
6. Certificate of Authorization or Certificate of Exemption: Submit a current "Certificate of Authorization" or a "Certificate of Exemption" to practice as a Professional in the State of Ohio issued by the State of Ohio, for each specified discipline: Architecture, Structural Engineering, Electrical Engineering, Mechanical Engineering, Civil Engineering and Landscape Architecture. Submit any other certifications, licenses, etc. to confirm professional competency in related services noted.

Fee Proposal

A. **Compensation:** The Consultant's proposal shall indicate the proposed fee for each Component of service as defined previously, shall include an appropriate amount for reimbursable expenses in each Component, and shall indicate a total Lump Sum Fee broken down by Component as follows:

1. Phase I: Assessment: _____
2. Phase II: Long-Range Vision: _____
3. Phase III: Strategic Plan: _____
4. Reimbursables: _____
5. Base Services Fee (1+2+3+4) _____
6. Contingency (10% of 5) _____
7. **Total Compensation (5+6):** _____

a. **Contingency:** The Contingency is eligible for use in performing Professional Services necessary to complete the project as contemplated in this RFP but are unforeseen at the time of issuance of this RFP. Any change in Professional Services to be paid from this Contingency shall be preceded by a Clarification, an itemized scope and fee breakdown provided by the Consultant, and a written determination by the Director's designee, and approved by the Director, that the change qualifies for payment at rates specified in this

RFP and does not exceed the available Contingency amount. The Consultant’s cost for overhead, profit and other expenses contemplated for assessment against the Contingency are to be included in the Lump Sum Fee and not in the Contingency.

- b. **Reimbursable Expenses:** Reimbursable expenses shall be accounted for and reimbursed according to the City of Cleveland Professional Services Contracts Reimbursable Policy included as Attachment A of this RFP. The Consultant shall identify all items along with estimated costs for any reimbursable expenses required to complete for each Component of the project. This shall include, but is not limited to: deliveries, postage, printing, reproduction, geotechnical services, surveys, testing, fees, plan review fees, permits, special inspection fees and any other approved expenses usually associated with this type of project. Reimbursable expenses, including subconsultant fees, shall be billed at cost invoiced, without any mark-up. Costs for mileage, travel, parking, tolls, lodging, meals and dues/membership fees to professional societies/organizations are NOT eligible for reimbursement and will not be considered. No qualification of the financial offer will be accepted. Reimbursable Expense Allowance amounts not expended in a previous Component may only be carried over to subsequent Components after written approval.

- B. **Professional Services Fee Proposal:** The Fee Proposal shall indicate the makeup of your proposed fee including hourly rates, direct costs, overhead, profit, and indirect expenses based upon the total estimated hours to be spent to provide the services.

In addition to the Lump Sum Fee broken down as described above, shall be a separate breakdown of the Consultant Team’s Hourly Rates based upon discipline(s), classification(s) and staffing. Hourly Rates for the following classifications shall be included in the Proposal:

Principal: \$_____ per hour
Primary Staff: \$_____ per hour
Administrative Support: \$_____ per hour

Although Consultants’ proposed fees are not the deciding factor in the selection of the Consultant, it will be evaluated with other criteria herein and submitted with the proposal.

- C. **Equal Opportunity Documentation:** Provided in Proposal Submittals section of this RFP is the Mayor's Office of Equal Opportunity Cleveland Area Business Code (CSB) Notice to Bidders & Schedules. The Proposer must complete and sign each of the Schedules 1 through 4 as per the instructions.

The Proposer must complete and sign each of the Schedules 1 through 4 as per the instructions for the Design Services portion of the contract only. Determination of a Good Faith Effort will be based on the Design Services fees only.

The successful Proposal will be required to submit Schedules 1 through 4 for the Construction Services portion of the contract prior to completion of Design Services and commencement of Construction Services.

The subcontracting goal for this Professional Services project is: 10% CSB

Note that many certified MBE and FBE firms are also certified as CSBs. Proposers are strongly encouraged to utilize firms which are also MBE and/or FBE to fulfill the CSB goals in an effort to maximize community benefits for this project.

The Cleveland Area Business Code, Chapter 187 of the Codified Ordinances Cleveland, Ohio, 1976, is incorporated in and made part of the RFP, and any resulting contract by this reference, as fully as if attached. Refer to Exhibits. This document is also available at ClevelandOhio.gov/oeo.

- a. **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 (“C.O.”), and any Regulations promulgated under the Code. Specifically, compliance under any resulting agreement shall include, but not be limited to, the Contractor’s:
 - i. Compliance with its proposal representations regarding CSB, MBE, and/or FBE participation in performance of the Agreement;
 - ii. Compliance and cooperation with Project Monitors, whether from the Mayor’s Office of Equal Opportunity (the “OEO”) or the contracting department;
 - iii. 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
 - iv. Attendance at and participation in all required project meetings, including OEO compliance meetings, and progress meetings called by the contracting department’s director(s) at key intervals during performance of the contract services.
- b. **Compliance Requirements**
 - i. Under the Cleveland Area Business Code, the City of Cleveland is firmly committed to assisting Minority Business Enterprises (MBEs), Female Business Enterprises

(FBEs), and Cleveland – area Small Businesses (CSBs) by providing and enhancing economic opportunities to participate in City contracts. The successful Proposer for a contract will be a firm that shares that commitment. Accordingly, a Proposer is strongly encouraged to utilize the services of qualified MBE/FBE/CSB sub-consultants that are certified by the Mayor’s Office of Equal Opportunity (the “OEO”) in its proposal.

- ii. The standard sub-contracting goal for professional services for this contract is 10% Cleveland Area Small Business (“CSB”) subcontractor participation. Please review the attached Office of Equal Opportunity documents to ascertain the goal for the proposed contract. Proposers are required to make a good-faith effort to subcontract portions of the work to certified Minority Business Enterprise (“MBE”), Female Business Enterprise (“FBE”), and Cleveland – area Small Businesses (CSB) firms, consistent with the subcontracting goal(s) applicable to this RFP.
- iii. To document its good-faith effort to utilize certified MBE, FBE and CSB sub-consultants, each proposer must complete Schedules 1 through 4 found in the Cleveland Area Business Code – Notice to Bidders and Schedules. These schedules identify the Proposer’s proposed use of MBE, FBE and CSB sub-consultants on the project, which evidences the proposer’s good-faith effort to obtain the participation of certified sub-consultants. The Proposer shall submit the completed forms with its proposal and they will be forwarded to the City’s Office of Equal Opportunity for evaluation. Failure to submit complete schedules may result in the rejection of a proposal. Proposers who do not make a good faith effort to meet the participation goal mentioned previously will not be considered “responsive.”
- iv. Proposers may obtain a listing of firms certified by the OEO as CSBs, MBEs and FBEs by checking the City’s website at ClevelandOhio.Gov/oeo. On the Office of Equal Opportunity page, you will find a selection in the right-hand column for “B2Gnow Certification Registry.”
- v. Proposers are responsible for obtaining the most current list and for contacting potential CSB/MBE/FBE sub-consultants. The City assumes no responsibility for matching prime consultants with qualified, certified MBE, FBE, and/or CSB sub-consultants.
- vi. The City Office of Equal Opportunity will monitor participation of MBE, FBE, and/or CSB sub-consultants throughout the duration of the engagement or project. The successful proposer, as contractor, will be responsible for providing the OEO

with all information necessary to facilitate this monitoring.

c. Failure to Comply

- i. When determining the Contractor's future eligibility for a City contract, the City shall consider a Contractor's failure to comply with the representations of its proposal and the requirements under the Code as a failure to faithfully perform a contract.

Organization of ProposalThe Proposer should carefully read all instructions and requirements and furnish all information requested. If a Proposal does not comply with all terms, conditions, and requirements for submittal, the City may consider it unacceptable and may reject it without further consideration.

Marketing documents, such as brochures, advertisements, etc. shall not be permitted.

Proposal as a Public RecordUnder the laws of the State of Ohio, all parts of a proposal, other than trade secret or proprietary information and the fee proposal may be considered a public record which, if properly requested, the City must make available to the requester for inspection and copying. Therefore, to protect trade secret or proprietary information, the Proposer should clearly mark each page - but only that page - of its proposal that contains that information. The City will notify the proposer if such information in its proposal is requested, but cannot, however, guarantee the confidentiality of any proprietary or otherwise sensitive information in or with the proposal. Blanket marking of the entire proposal as "proprietary" or "trade secret" will not protect an entire proposal and is not acceptable.

InterviewsBased on preliminary scoring of point-based items described above the City may create a short list of Consultant(s) and conduct interviews as warranted. Further instruction will be provided to the short listed Consultant(s) when notified of the forthcoming interview.

4. OTHER CONDITIONS AND INFORMATION

Formats for Deliverables

All deliverables for all Components shall be submitted in native software formats (e.g.: “~.pdf” AND “~.dwg” AutoCAD® for Drawing files; “~.pdf” AND “~.shp” ESRI® Shapefiles AND “~.gdb” ESRI® Geodatabases AND “~.mxd” and/or “~.aprx” ESRI® maps/projects AND Microsoft Word® “~.doc” for Specification files and Meeting Minutes; “~.pdf” AND Microsoft Project® for Project Schedules; “~.pdf” AND “~.xls” for cost estimates) via electronic download at the end of each Component as Record Deliverables. Files may be compressed in a “~.zip” file format.

Meeting Minutes

The Consultant shall record and issue meeting minutes for all meetings, conferences, and conference calls attended by the Consultant to all attendees.

Project Schedule

The Consultant shall submit within ten (10) calendar days after the award and/or execution of the Contract a Project Schedule which shall include:

- A. Proposed duration of each Component.
- B. Milestone dates including review submittals.
- C. Allowance for reasonable time required for all reviews/approvals by all authorities.

The Consultant shall produce, maintain, update biweekly, and submit the Project Schedule at each Component of the project, or as requested by the City.

Professional Services Payments

Payments for Professional Services shall be made in accordance with the Consultant’s Proposed Fee. Consultant shall be responsible for management of the Professional Services Fee as follows:

- A. Requests for Payment, to include (provide sample for City approval):
 - 1. Fee Breakdown by Component per Proposal.
 - 2. Percent Complete, Amount Earned, Previous Fee Billing, and Current Billing by Component.
 - 3. Reimbursable Expenses by Component, broken down by Current, Prior, and Billed-to-Date.
 - 4. Staff logs/hours expended and reimbursable receipts for each Request for Payment.
- B. Requests for Payment shall be submitted on a monthly basis not to exceed the amounts stipulated in the Fee, including reimbursable expenses, for each Component.
- C. Payments may not exceed 90% of each Component until the Component is satisfactorily completed and accepted by the City.

- D. Final payment will be made only when all record and project close-out documents have been accepted by the City as complete.

- E. Any portions of Fees or Reimbursable Allowances not utilized for any Component may only be utilized in later Components with prior written authorization by the City.

Composition of Consultant Team

While it is the responsibility of the proposers to determine the composition of their consultant team, it is anticipated that the consultant team may include:

- A. Public Engagement Consultant
- B. Social Media Consultant
- C. Website Consultant

Proposal Acceptance

The City reserves the right to accept proposals, in whole or in part, to reject any or all proposals or portions thereof, to waive irregularities, informalities, and technicalities, to re-issue or to proceed to obtain the services(s) desired otherwise, and to negotiate separately, as necessary, to serve the best interest of the City of Cleveland. The Director may, at his sole discretion, modify or amend any provision of this notice, or the RFP. Firms whose proposals are not accepted will be notified in writing. The Director of the Department of Public Works, or his designee, will make notification of the award. For this Request for Proposal, the proposal must remain valid for 180 days after submission.

Costs Incurred

The City is not liable for any costs incurred by any responding firms before execution of a contract and issuance of written Notice to Proceed.

Economy of Preparation

Proposals should be prepared simply and economically in 8-1/2" × 11" vertical format, providing straightforward, concise descriptions and information. Company brochures and marketing materials will not be accepted.

Agreement

The successful Consultant Team shall be required to execute an agreement substantially in the form of the Sample Professional Services Agreement provided as Attachment A as amended to incorporate the full range of services described in this RFP. Where a conflict arises between the terms and conditions of the RFP and the Consultant Proposal then the terms and conditions of the RFP shall prevail, unless specifically addressed in the Professional Services Contract.

5. EQUAL OPPORTUNITY 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 (“C.O.”), and any *Regulations* promulgated under the *Code*, which *Code* and *Regulations* are incorporated into and made part of this RFP by this reference as fully as if rewritten in it or attached. Specifically, compliance under any resulting agreement 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;
- Compliance and cooperation with Project Monitors, whether from the Mayor’s Office of Equal Opportunity (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 performance of the contract services (e.g. 25% completion, 50% completion, 75% completion).

Failure to Comply- When determining the contractor’s future eligibility for a City contract, the City shall consider a contractor’s failure to comply with the representations of its proposal and the requirements under the *Code* as a failure to faithfully perform a contract.

- Under the *Cleveland Area Business Code*, the City of Cleveland is firmly committed to assisting Minority Business Enterprises (MBEs), Female Business Enterprises (FBEs), and Cleveland- area small businesses (CSBs) by providing and enhancing economic opportunities to participate in City contracts. The successful proposer for a contract will be a firm that shares that commitment. Accordingly, a proposer is strongly encouraged to utilize the services of qualified MBE/FBE/CSB sub consultants that are certified by the Mayor’s Office of Equal Opportunity (the “OEO”) in its proposal.
- The standard subcontracting goal for professional services contracts is 10% Cleveland Area Small Business (“CSB”) subcontractor participation. Please review the attached Office of Equal Opportunity documents to ascertain the goal for the proposed contract. Proposers are required to make a good-faith effort to subcontract portions of the work to certified Minority Business Enterprise (“MBE”), Female Business Enterprise (“FBE”), and CSB firms, consistent with the subcontracting goal(s) applicable to this RFP.
- To document its good-faith effort to utilize certified MBE, FBE and CSB sub consultants, each proposer must complete Schedules 1 through 4 found in the *Cleveland Area Business Code - Notice to Bidders and Schedules*. These schedules identify the Proposer’s proposed use of MBE,

FBE and CSB sub-consultants on the project, which evidences the proposer's good-faith effort to obtain the participation of certified sub-consultants. The Proposer shall submit the completed forms with its proposal and they will be forwarded to the City's Office of Equal Opportunity for evaluation. Failure to submit complete schedules may result in the rejection of a proposal

- Proposers may obtain a listing of firms certified by the OEO as CSBs, MBEs and FBEs by checking the City's website at roposers are responsible for obtaining the most current list and for contacting potential CSB/MBE/FBE sub consultants. The City assumes no responsibility for matching prime consultants with qualified, certified MBE, FBE, and/or CSB sub-consultants.
- The City Office of Equal Opportunity will monitor participation of MBE, FBE, and/or CSB sub-consultants throughout the duration of the engagement or project. The successful proposer, as contractor, will be responsible for providing the OEO with all information necessary to facilitate this monitoring.
- The *Cleveland Area Business Code*, any *Regulations* promulgated under the *Code*, and the OEO *Notice to Bidders & Schedules* are, by this reference, incorporated in and made part of this solicitation and any resulting contract as fully as if written in it or attached.
- 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 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 nondiscrimination clause.
- Within 60 calendar days after entering into a contract, the successful Proposer, as Contractor, shall file a written affirmative action program with the OEO containing standards and procedures and representations assuring that the Contractor affords all qualified employees and applicants for employment equal opportunities in the Contractor's recruitment, selection, and advancement processes.

6. THE CITY'S RIGHTS AND REQUIREMENTS

- A. The Director, at his/her sole discretion, may require any proposer to augment or supplement its proposal or to meet with the City's designated representatives for interview or presentation to further describe the proposer's qualifications and capabilities. The requested information, interview, meeting, or presentation shall be submitted or conducted, as appropriate, at a time and place the Director specifies.
- B. The City reserves the right, at its sole discretion, to reject any proposal that is incomplete or unresponsive to the requests or requirements of this RFP. The City reserves the right to reject any or all proposals and to waive and accept any informality or discrepancy in the proposal or the process as may be in the City's best interest.

C. **Proposal as a Public Record**

Under the laws of the State of Ohio, all parts of a proposal, other than trade secret or proprietary information and the fee proposal may be considered a public record which, if properly requested, the City must make available to the requester for inspection and copying. Therefore, to protect trade secret or proprietary information, the proposer should clearly mark each page - but only that page - of its proposal that contains that information. The City will notify the proposer if such information in its proposal is requested, but cannot, however, guarantee the confidentiality of any proprietary or otherwise sensitive information in or with the proposal. Blanket marking of the entire proposal as "proprietary" or "trade secret" will not protect an entire proposal and is not acceptable.

D. **Cleveland Area Business Code**

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 ("C.O."), and any *Regulations* promulgated under the *Code*, which *Code* and *Regulations* are incorporated into and made part of this RFP by this reference as fully as if rewritten in it or attached. Specifically, compliance under any resulting agreement 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;
- Compliance and cooperation with Project Monitors, whether from the Mayor's Office of Equal Opportunity (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 performance of the contract services.

Failure to Comply When determining the contractor’s future eligibility for a City contract, the City shall consider a contractor’s failure to comply with the representations of its proposal and the requirements under the *Code* as a failure to faithfully perform a contract.

- a. Under the *Cleveland Area Business Code*, the City of Cleveland is firmly committed to assisting Minority Business Enterprises (MBEs), Female Business Enterprises (FBEs), and Cleveland- area small businesses (CSBs) by providing and enhancing economic opportunities to participate in City contracts. The successful proposer for a contract will be a firm that shares that commitment. Accordingly, a proposer is strongly encouraged to utilize the services of qualified MBE/FBE/CSB sub-consultants that are certified by the Mayor’s Office of Equal Opportunity (the “OEO”) in its proposal.
- b. The standard subcontracting goal for professional services contracts is 10% Cleveland Area Small Business (“CSB”) subcontractor participation. Please review the attached Office of Equal Opportunity documents to ascertain the goal for the proposed contract. Proposers are required to make a good-faith effort to subcontract portions of the work to certified Minority Business Enterprise (“MBE”), Female Business Enterprise (“FBE”), and CSB firms, consistent with the subcontracting goal(s) applicable to this RFP.
- c. To document its good-faith effort to utilize certified MBE, FBE and CSB sub-consultants, each proposer must complete Schedules 1 through 4 found in the *Cleveland Area Business Code - Notice to Bidders and Schedules*. These schedules identify the proposer’s proposed use of MBE, FBE and CSB sub-consultants on the project, which evidences the proposer’s good-faith effort to obtain the participation of certified sub-consultants. The proposer shall submit the completed forms with its proposal and they will be forwarded to the City’s Office of Equal Opportunity for evaluation. Failure to submit complete schedules may result in the rejection of a proposal.

Proposers may obtain a listing of firms certified by the OEO as CSBs, MBEs and FBEs by checking the City’s website at <http://www.city.cleveland.oh.us>. On the home page, select “Office of Equal Opportunity” from the drop-down menu of City departments. On the Office of Equal Opportunity page, you will find a selection in the left-hand column for “CSB/MBE/FBE Registry”.

Proposers are responsible for obtaining the most current list and for contacting potential CSB/MBE/FBE sub-consultants. The City assumes no responsibility for matching prime consultants with qualified, certified MBE, FBE, and/or CSB sub-consultants.

The City Office of Equal Opportunity will monitor participation of MBE, FBE,

and/or CSB sub-consultants throughout the duration of the engagement or project. The successful proposer, as contractor, will be responsible for providing the OEO with all information necessary to facilitate this monitoring.

The *Cleveland Area Business Code*, any *Regulations* promulgated under the *Code*, and the *OEO Notice to Bidders & Schedules* are, by this reference, incorporated in and made part of this solicitation and any resulting contract as fully as if written in it or attached.

- d. 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 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 nondiscrimination clause.

E. Term of Proposal’s Effectiveness.

By submission of a proposal, the proposer agrees that its proposal will remain effective and eligible for acceptance by the City until the earlier of the execution of a final contract or 180 calendar days after the proposal submission deadline (the “Proposal Expiration Date”).

F. Execution of a 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. Attached hereto or which are a part hereof and all applicable federal, state and local laws and ordinances prior to or at the time of execution of the contract.

G. Short-listing

The City reserves the right to select a limited number (a “short list”) of proposer’s to make an oral

presentation of their qualifications, proposed services, and capabilities. The City will notify the proposers selected for oral presentations in writing.

H. Proposer's Familiarity with RFP; Responsibility for Proposal

By submission of a proposal, the proposer acknowledges that it is aware of and understands all requirements, provisions, and conditions in and of this RFP and that its failure to become familiar with all the requirements, provisions, conditions, and information either in this RFP or disseminated either at a pre-proposal conference or by addendum issued prior to the proposal submission deadline, and all circumstances and conditions affecting performance of the services to be rendered by the successful proposer will not relieve it from responsibility for all parts of its Proposal and, if selected for 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. 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.

I. Interpretation

The City is not responsible for any explanation, clarification, interpretation, representation or approval made concerning this RFP or a Proposal or given in any manner, except by written addendum. The City will mail, e-mail, or otherwise deliver one copy of each addendum issued, if any, to each individual or firm that requested and received a RFP. Any addendum is a part of and incorporated in this RFP as fully as if originally written herein.

7. PROPOSAL SELECTION CRITERIA

7.1. Phase 1

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<p>Quality of Proposal</p> <p>Quality of Proposal includes Organization of the Firm, Specific Approach to this Project, Ability to Perform the Scope of Services, Capacity to Perform Work, including consideration for current City project workload, and Special Commendations as defined in the “Proposal Submission Requirements” section of this RFP.</p>	N/A	N/A
2.	<p>Credentials of Key Personnel</p> <p>Credentials of Key Personnel includes Qualifications of the Project Team and Project Team as defined in the “Proposal Submission Requirements” section of this RFP, particularly the project manager who will be the lead person on this project, and their prior experience and demonstrated ability to perform the scope of work.</p>	N/A	N/A
3.	<p>Demonstrated Ability</p> <p>Proposed Schedule to complete the work and demonstrated ability to meet proposed schedules and budgets.</p>	N/A	N/A
4.	<p>Current Work under City Contracts</p> <p>Comparably qualified firms with little to no work under current City contracts may receive additional consideration.</p>	N/A	N/A

7.2. Phase 2

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<p>Compensation / Fee Review</p> <p>This item will be reviewed after the evaluations of qualifications have been completed.</p>	N/A	N/A

7.3. Phase 3

No.	Evaluation Criteria	Scoring Method	Weight (Points)
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1.	<p>Compliance with Cleveland Small Business (“CSB”) Participation and Evaluation Credits</p> <p>In Accordance with the City’s goal of increasing the level of certified Cleveland Small Business, Minority Business Enterprise, and Female Business Enterprise participation in City contracts, the Consultant shall strive to meet the following subconsultant/subcontractor participation goals:</p> <p>For Professional Services: 10% certified CSB</p> <ul style="list-style-type: none"><i>Note that firms which are CSB/MBE or CSB/FBE are eligible for CSB participation and are strongly encouraged.</i> <p>Participation percentage is measure as the subcontractors’ contract value as a percentage of the total base bid contract value. Note that suppliers (i.e. subcontractors providing material only, not labor) are evaluated, for OEO participation purposes at 60% of the supplier’s contract value.</p> <p><u>IMPORTANT NOTE:</u> Submissions evaluated as “non-responsive” and/or “not making a good faith effort” will be eliminated from further consideration.</p> <p>A. CSB, MBE, or FBE Proposals for Professional Services Contracts:</p> <ol style="list-style-type: none">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.<ol style="list-style-type: none">“City of Cleveland Small Business” or “CCSB.”“Cleveland Area Small Business” or “CSB.”	N/A	N/A
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	<ul style="list-style-type: none">c. "Cleveland Area Business Code" or "CAB Code."d. "Female Business Enterprise" or "FBE."e. "Minority Business Enterprise" or "MBE."f. "Office of Equal Opportunity" or "OEO."g. "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.h. "Proposer" means a Person submitting a Proposal to the City.i. "Regional Cleveland Area Small Business" or "RCSB." <p>2. 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. The contracting department shall apply evaluation credit according to the following criteria:</p> <ul style="list-style-type: none">a. 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 may		
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	<p>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 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.</p> <p>b. If the City has no discrimination evidence described in paragraph 1 above permitting it to apply evaluation credit, a contracting department may apply evaluation credit to the proposal of any CSB(s) where 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.</p> <p>c. 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 may 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</p>		
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	<p>boundaries (a "RCSB").</p> <p>3. Procedure: The contracting department may use the total points awarded for a proposal after applying evaluation credit to compare competing proposals to determine which proposal to recommend for a contract award. The City may 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 contract amount of a proposal submitted by a proposer, or of the contract executed based on the proposal.</p> <p>B. Proposer's Good-Faith Effort: Each proposer shall make and document its good-faith efforts to meet any CSB, MBE, and FBE goal that applies to the contract for which it is submitting a proposal. The City may 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.</p> <p>"Good-faith effort" as used in this solicitation and any resulting contract shall mean and include, without limitation, the proposer's:</p> <ol style="list-style-type: none">1. 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;2. Completion and submission in association with its proposal, as		
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	<p>required, all reports, forms, and documents, including, but not limited to, employment reports, certified payrolls, and other information that 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</p> <p>3. Attendance at and participation in all required pre-contract award meetings.</p> <p>4. The Director of the OEO may 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.</p> <p>C. 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.</p>		
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8. PROPOSAL SUBMITTALS

8.1. [Services Proposal*](#)

*Response required

8.2. [Fee Proposal*](#)

*Response required

8.3. [City Required Forms](#)

8.3.1. [NOTICE TO BIDDERS AND OEO SCHEDULES*](#)

Please download the below documents, complete, and upload.

- [NOTICE TO BIDDERS AND OEO S...](#)

*Response required

8.3.2. [NON-COMPETITIVE BID CONTRACT STATEMENT FOR CALENDAR YEAR 2024*](#)

Please download the below documents, complete, and upload.

- [NON-COMPETITIVE BID CONTRAC...](#)

*Response required

8.3.3. [Certificate of Insurance*](#)

*Response required

8.4. [Northern Ireland Fair Employment Practices Disclosure](#)

INSTRUCTIONS: Pursuant to Codified Ordinance Sec. 181.36, the information requested on this page must be supplied by all contractors and any subcontractors having more than a fifty percent (50%) interest in the proposed contract prior to any contract being awarded by the City of Cleveland. Any contractor or subcontractor who is deemed to have made a false statement shall be declared to have acted in default of its contract and shall be subject to the remedies for default contained in its contract. For failure to cure such a default, the contractor or subcontractor shall be automatically excluded from bidding for the supply of any goods or services for use by the City for a period of two (2) years.

8.4.1. [CHECK WHICHEVER IS APPLICABLE:*](#)

Select all that apply

The undersigned or any controlling shareholder,* subsidiary, or parent corporation of the undersigned is NOT ENGAGED IN ANY BUSINESS OR TRADING FOR PROFIT IN NORTHERN IRELAND. (if paragraph A. is checked, proceed to the signature line.)

The undersigned or any controlling shareholder,* subsidiary, or parent corporation IS ENGAGED IN ANY BUSINESS OR TRADING FOR PROFIT IN NORTHERN IRELAND. (if paragraph B. is checked, please either check the stipulation contained in paragraph C. or attach documentation that shows that the undersigned has complied with the stipulation contained in paragraph C.)

The undersigned and all enterprises identified in paragraph B. are TAKING LAWFUL AND GOOD FAITH STEPS TO ENGAGE IN FAIR EMPLOYMENT PRACTICES WHICH ARE RELEVANT TO THE STANDARDS EMBODIED IN THE "MacBRIDE PRINCIPLES FOR FAIR EMPLOYMENT IN NORTHERN IRELAND." A copy of the MacBride Principles can be obtained from the Office of the

#TBD

Title: Fire and EMS Facility Modernization Plan

Commissioner of Purchases and Supplies. In lieu of checking this paragraph, the undersigned must attach documentation which the undersigned believes shows compliance with the stipulation contained in this paragraph C.

*Response required

8.4.2. *By confirming, the proposer affirms that they are in compliant Northern Ireland Fair Employment Practices.**

Please confirm

*Response required