



2023-RFP-062

2024 GENERAL ENGINEERING SERVICES

## **City of Cleveland**

**Department of Mayor's Office of Capital Projects**

601 Lakeside Ave

Cleveland, OH 44114

RELEASE DATE: March 18, 2024

DEADLINE FOR QUESTIONS: April 3, 2024

RESPONSE DEADLINE: April 26, 2024, 4:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

City of Cleveland  
2024 General Engineering Services

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B - 29B Chap 187 - Cleveland Area Business Code - Notice to Bidders and Schedules 12-7-21

D - Non Comp 2024f

E - Vendor\_entry\_form[1]

F - W 9 Form

# 1. INTRODUCTION

## LATE PROPOSALS WILL NOT BE ACCEPTED

The City of Cleveland invites responses to the Request for Proposal (RFP) for 2024 General Engineering Services.

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

### 1.1. Summary

The Mayor’s Office of Capital Projects, Division of Engineering and Construction is soliciting proposals from qualified consultants to supplement the regular staff of the City of Cleveland to provide General Engineering Services for a period of two (2) years, or until funds are expended. Work will involve materials testing, bridge design and inspections, retaining wall design and inspection, slope stabilization, basic traffic signal design, preliminary engineering activities, environmental services, right of way plans and acquisition, bicycle pedestrian facility design, and roadway design.

The City reserves the right to reject any or all proposals or portions of them, to waive irregularities, informalities, and technicalities, to re-issue or to proceed to obtain the service(s) desired otherwise, at any time or in any manner considered in the City’s best interests. The Director may, at his sole discretion, modify or amend any provision of this RFP.

Specific questions regarding the RFP should be emailed to Rob Chappelle, PE, Design Section Chief, Division of Engineering & Construction, at [rchappelle@clevelandohio.gov](mailto:rchappelle@clevelandohio.gov). Only emailed questions will be accepted until April 3, 2024. An addendum will be posted on the City web site on or about April 5, 2024. No meeting will be held on this proposal. Proposals are due April 26, 2024 by noon, City Hall Room 518. Please refer to the Proposal Requirements section for additional information.

### 1.2. Timeline

<b>RFP Published on City website</b>	March 18, 2024
<b>Last Day to Submit Provider Questions</b>	April 3, 2024, 5:00pm
<b>Publish RFP Addendum</b>	April 5, 2024
<b>Proposal Submission Deadline</b>	April 26, 2024, 4:00pm

## 2. SCOPE OF WORK AND COMPENSATION

### **Scope of Work**

#### Work Categories:

The Division of Engineering and Construction requests Ohio Department of Transportation (ODOT) prequalified consultants in the following Categories. Either the prime consultant or a sub-consultant may fulfill these requirements.

- Geotechnical Engineering General (all)
- Right of Way Plan Development and Acquisition Services (all) – includes SUL
- Environmental Services (all)
- Roadway: Noncomplex Highway, Complex Highway, Safety Study, Bicycle Facilities & Enhancement Design, Interchange Operations (IOS/IMS/IJS), Basic Traffic Signal Design, Survey
- Bridge Level 2, Bridge Inspection Minor, Bridge Inspection Major

In addition to the above ODOT prequalification(s), Consultant team shall also be experienced and qualified for:

- Moveable Bridge Engineering including Mechanical and Electrical Experience
- Consultant team shall include a certified Arborist. Certified arborists can be found at: <https://trees4ohio.org/aws/OCISA/pt/sp/find-an-arborist>
- Sewer TV inspections (see Appendix B)

ODOT Consultant Prequalification lists can be found at:

<https://www.transportation.ohio.gov/working/engineering/consultant-services>

Consultants shall be prequalified at the time of submitting the proposal and maintain prequalification during the length of the contract.

#### Work Tasks

The Division of Engineering and Construction shall assign a work task number and work description to the consultant prior to the commencement of work for each task assigned. Each work task proposal will be negotiated for a lump sum price or cost plus fixed fee, using Consultant rates, overhead, direct costs and fixed fees. Consultant's proposal shall also include a schedule for each task issued.

For work tasks involving testing items, the consultant shall submit invoices generated for other clients within the past 6 months for the city to verify costs. These items may be negotiated based on the City's experience with similar tasks included with other City contracts.

Work task services are a projection. Team members may or may not be used in the life of this agreement.

### **Compensation and Invoicing**

There will be two (2) contracts. The following shall apply to each contract and task orders issued for those contracts:

- Contract Amount: \$600,000
- Labor: Employee Rate
- Overhead: Audited. Consultant shall submit documentation of overhead rate for each task order issued.
- Fixed Fee: Prime is 10% and Sub consultant is 10%
- Prime mark-up: \$1 to \$49,000 is 10%
- Prime mark-up: \$50,000 and above is negotiable

The unit prices and testing rates quoted for each work task shall include all field labor, transportation costs, storage costs, subsistence, secretarial service, office supplies, materials, equipment, reproduction, postage, overhead, profit and other miscellaneous costs pertinent to the services to be provided under this testing, geotechnical, environmental, general engineering and construction services agreement.

The Division of Engineering and Construction reserves the right to eliminate any portion or all of the work or services granted under this contract. In the event of such termination, the Consultant shall be paid for services rendered up to the time of termination.

The Consultant shall submit invoices for payment on a monthly basis. The Consultant's invoice shall identify each task order for which payment is claimed. All invoices shall be summarized by task order and/or Item number and shall include any previous amount due, the amount due under current invoice and the new total amount of work invoiced to date.

### **3. PROPOSAL CONTENTS AND SELECTION CRITERIA**

#### Submittal Procedure

Your proposal shall be submitted in one (1) sealed envelope. Please include one (1) unbound copy of the following forms, as noted below: OEO Schedules 1-4, 2024 Noncompetitive Bid Contract Statement, W-9 Form and Vendor Entry Form. Interested parties should submit three (3) copies of their proposal no later than the time and date stated on the cover letter to:

Richard J. Switalski, P.E.

Division of Engineering and Construction

601 Lakeside Avenue, Room 518

Cleveland, OH 44114-1015

The additional copies of your proposal may be required for internal processing if your proposal is accepted by the City.

Proposal should be organized as follows:

#### Management

Your proposal should include GSA Standard Form 330 – Part II and Standard Form 330 – Part I. Resumes of personnel performing key work tasks shall be submitted within SF 330 – Part I. For those firms with more than one office, include the office location (City) to which the team member is assigned.

It is necessary to provide a GSA Standard Form 330 – Part II and Standard Form 330 – Part I for any firm that will be providing approximately thirty percent (30%) or more of the proposed work.

The meaningful involvement of firms should be discussed, how you intend to manage the work tasks internally and who will have overall responsibility. Multiple pre-qualified firms are encouraged as team members for major bridge, non-complex and complex roadway, traffic and survey, and will be considered in the selection. Prime and Sub-consultant work history should be discussed. Include the Engineers who will actually be performing the major tasks of these services. A detailed work category organization chart is suggested. The quality assurance and quality control (QA/QC) program of the prime consultant should be discussed.

Provide a list of City of Cleveland projects for prime and sub-consultants, if any, the firm has worked on. Give a brief description of company profile, laboratory certifications/accomplishments, work task descriptions and list of City projects in their respective categories, if any, and sub-consultant work tasks in the respective work categories for City projects or other projects.

#### Experience and ODOT Prequalification

Consultant and or team members shall be prequalified in work categories as listed under the General Information heading. Resumes of key personnel that might be assigned to various work categories shall be included within SF 330 – Part I (Management Section).

Please include standard ODOT Prequalification forms with your submittal.

#### Laboratory Certifications

- A copy of the inspection and review by the Cement and Concrete Reference Laboratory of the National Bureau of Standards for each laboratory to be utilized.
- A copy of the accreditation by the Department of Commerce's National Voluntary Laboratory Accreditation Program for each laboratory to be utilized.
- Description of each testing laboratory facility including location, equipment available, list of tests to be performed at each laboratory, experience and qualifications of personnel conducting the tests, list of jobs recently completed, and the resume of its Director.

### Forms

The following information should be included in your proposal only for the prime consultant:

- Form W-9 and Vendor Entry Form:

List your form of business entity and your taxpayer ID number. If submitted as a joint venture, a separate number for each member of the venture is required unless one number has been obtained for the venture. A Taxpayer ID number is required for entities other than a sole proprietorship or an individual, for which a social security number is appropriate.

- Noncompetitive Bid Contract Statement:

The form titled "Noncompetitive Bid Contract Statement For Calendar Year 2024" shall be filled out and submitted with the proposal.

### Sub-consultant Information

The following information is required for each sub-consultant:

- Sub-consultant's name and mailing address
- Sub-consultant's telephone and fax numbers
- A description of the work and the percentage of work that is anticipated
- A list of projects, if any, on which your firm and the Sub-consultant have both worked on

Provide a list of all sub-consultants (i.e. CSB and others), their work assignments and the percent of the projected work each will be performing.

The Cleveland Area Business Code contained in Chapter 187 of the Codified Ordinances, of Cleveland Ohio 1976 was enacted in an effort to increase the participation of local small business enterprises in City of Cleveland Contracts. The City has, therefore, established as one of its objectives, the meaningful involvement of Cleveland Small Businesses (CSB). The Mayor's Office of Capital Projects has a participation goal of thirty (30) percent for Cleveland Small Businesses (CSB) on this contract.

Each Consultant representing itself as a Cleveland Area Small Business (CSB) within the OEO schedules must be certified with the Office of Equal Opportunity as a CSB, CSB/MBE or CSB/FBE. Certified CSB firms can be found at:

<https://www.clevelandohio.gov/city-hall/departments/law/divisions/office-equal-opportunity>

(Under the “Business Description” enter key words for business description (e.g. engineering, architectural services, environmental, survey)

### Office of Equal Opportunity (OEO) Reports

Attached to this proposal are four (4) documents identified as Schedules 1 through 4, from the O.E.O. office. Although some terms, wording, descriptions, etc. in these documents do not necessarily apply to a professional services contracts, the applicable forms must be completed and returned with your proposal. Note all subcontractors need to be listed on Schedule 2 and all sub consultants must execute Schedule 3. Return all schedules whether or not they apply to the project. The object of these forms is to facilitate OEO approvals. OEO will not evaluate MBE and FBE participation for professional service contracts.

### Selection Criteria

Selection shall be based on the following and weighted as noted below:

- Project Manager (10%)
- Experience of personnel assigned for the various prequalification categories mentioned earlier in this RFP. Only resumes of key personnel and/or firm qualifications are necessary. (35%)
- Experience of firm for similar projects (Prime Consultant and Subconsultants) (10%)
- Firms Current Workload/Availability of Personnel (15%)
- CSB Participation (15%)
- Responsiveness to RFP (5%)
- QA/QC Processes (10%)

### The City’s Rights and Requirements

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.

### Disqualification of a Proposer/Proposal:

The City does not intend by this RFP to prohibit or discourage submission of a proposal that is based upon a Proposer’s trade experience in relation to the nature or scope of work, services, or product(s) described in this RFP or to prescribe the manner in which its services are to be performed or rendered.

The City will not be obligated to accept, however, significant deviations from the work or services sought by this RFP, including terms inconsistent with or substantially varying from the services or the financial and operational requirements of the RFP, as determined solely by the City. The City reserves the right to reject any proposal that does not furnish or is unresponsive to the information required or requested herein. The City reserves the right to reject any proposal or waive or to accept any deviation from this RFP or in any step of the proposal submission or evaluation process so as to approve the award of the contract considered in the City’s best interest, as determined in the City’s sole discretion.



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

The City reserves the right to reject any or all proposals. Failure by a Proposer to respond thoroughly and completely to all information and document requests in this RFP may result in rejection of its proposal. Further, the City reserves the right to independently investigate the financial status, qualifications, experience, and performance history of a 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 varies from the provisions of this RFP, if agreed to by another Proposer.

## 4. ADDITIONAL REQUIREMENTS AND INSURANCE LIMITS

### ADDITIONAL REQUIREMENTS AND DEFINITIONS:

#### Fee Definitions:

##### *Actual Cost Plus Net Fee with an upset maximum (Cost Plus):*

The City will pay actual salary, overhead and expenses up to the upset maximum, and the consultant is expected to complete the work as scoped within the fee stated. The Net Fee will be paid whether or not the upset maximum is achieved. The only method of revising the upset maximum is through a change in the scope of work. If a change of complexity is claimed and granted, the modification will contain a Net Fee of zero dollars.

##### *Lump Sum:*

This is a bottom line figure and includes costs for labor, overhead, direct costs, cost of money and profit. As with Cost Plus, the consultant is expected to complete the work as scoped at the fee stated, and the only method of revising the Lump Sum Fee is through a change in the Scope of Work. If a change in complexity is claimed and granted, the modification will contain a net fee of zero dollars.

The consultant shall submit the proposed number of man-hours for prime consultant and all subconsultants for each task order issued, unless otherwise directed by the Division of Engineering and Construction.

#### Fee Information Required

If a fee based on Actual Cost Plus Net Fee with an upset maximum is offered for a task order, the proposal shall indicate the make-up of the hours, hourly rates, overhead, direct costs, cost of money and profit. Overhead percentage shall be documented by audit and back up submitted for each task order issued. The weighted average rate per hour will be monitored on invoices and shall not exceed the rate from the proposal without justification.

If a fee based on Lump Sum is offered for a task order, the proposal shall indicate the make-up of the fee hours and direct costs.

Work sheets should be furnished for obtaining hours quoted. The intent is to show that the task order has received a reasonable degree of estimation.

#### City Administration

Overall contract administration, coordination and drawing review will be furnished by the City of Cleveland through:

Richard J. Switalski, P.E.

Administrative Manager

Division of Engineering & Construction

601 Lakeside Avenue, Room 518

Cleveland, OH 44114-1015

Telephone: (216) 664-2381

### 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 requested 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.

### Cleveland Area Business Code

Requirements: During performance of the 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.

- A. Under the *Cleveland Area Business Code*, the City of Cleveland is firmly committed to assisting Minority Business Enterprise (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 the 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 in Part B 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 on the City’s website at:

<https://www.clevelandohio.gov/city-hall/departments/law/divisions/office-equal-opportunity>

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 disable 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 sitting forth the provisions of this nondiscrimination clause.

- E. 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.

#### 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 240 calendar days after the proposal submission deadline (the "Proposal Expiration Date").

#### 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.

#### "Short-listing"

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

#### Proposer's Familiarity with RFP and Responsibility for Proposal

By submission of a proposal, the Proposer acknowledges that they are aware of and understand all requirements, provisions, and conditions contained in 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.

#### 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 an RFP. Any addendum is a part of and incorporated in this RFP as fully as if originally written herein.

### **INSURANCE LIMITS**

The Successful Proposer, at its expense, shall at all times during the term of the contract resulting from this RFP, maintain the following insurance coverage. 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.

The consultant shall indemnify and save harmless the City of Cleveland and/or any other City or agency as required from and against all suits or claims that may be based upon any injury to persons or damage to property arising out of any error, omission or negligent act of the consultant or its subcontractor. The consultant shall, at its own expense, defend the City of Cleveland and/or any other City or agency as required in all litigation, pay all attorney's fees, damages, court costs and other expenses arising from such claims in connection therewith.

The City will require the successful proposer to maintain comprehensive general public and professional liability insurance insuring the consultant against the indemnification obligation stated above.

The comprehensive general liability insurance policy only shall name the City as additional insured, shall have limits of not less than \$500,000.00 for injuries, including accidental death, to one person and not less than \$1,000,000.00 on account of one occurrence involving more than one person, and property insurance in an amount of not less than \$200,000.00, and shall be primary with respect to the consultant's general liability, notwithstanding any other insurance covering the City. The professional liability insurance shall have limits of not less than \$100,000.00 for any one incident.

The consultant shall also carry full insurance coverage on drawings, specifications and other valuable information against loss by fire damage, destruction, theft, etc., while said documents are on their premises, of not less than \$10,000.00.