



## **REQUEST FOR QUALIFICATIONS For Design-Builder**

**RFQ #** RFQ #34337

**RFQ Title:** Design-Build Services for the Pedestrian and Bicycle Bridge from the Malls to the Lakefront in the City of Cleveland (County of Cuyahoga), Ohio

**Issuing Department:** The Office of Procurement & Diversity  
2079 East 9<sup>th</sup> Street, 2<sup>nd</sup> Floor  
Cleveland, OH 44115

**Using Department:** The Department of Public Works

**RFQ Due Date & Time:** **August XX, 2015** no later than 11:00 AM  
**To the Issuing Dept:** The Office of Procurement & Diversity

**All Inquires should be directed to:** Lori Birschbach-Tober  
216-443-7650  
or  
[lbirschbachtober@cuyahogacounty.us](mailto:lbirschbachtober@cuyahogacounty.us)

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**ALL QUALIFICATIONS ARE TO BE MAILED OR HAND-DELIVERED DIRECTLY TO THE ISSUING DEPARTMENT SHOWN ABOVE. ANY PACKET RECEIVED AFTER THE TIME AND DATE SPECIFIED ABOVE WILL BE RETURNED UNOPENED.**

All County contracts are subject to all applicable County ordinances, including, but not limited to, the Cuyahoga County Ethics Ordinance, Cuyahoga County Inspector General Ordinance, and Cuyahoga County Board of Control, Contracting and Purchasing Ordinance, and the successful design-builder shall comply with all such ordinances as an integral part of all County contracts. Copies of all County ordinances are available on the County Council's web site at <http://council.cuyahogacounty.us/>.

## **PUBLIC NOTICE REQUEST FOR QUALIFICATIONS (RFQ # 34337)**

The Cuyahoga County Department of Public Works is now soliciting qualifications from firms interested in providing Design-Build Services to Cuyahoga County for the new Pedestrian and Bicycle Bridge from the Malls to the Lakefront, in the City of Cleveland, Ohio.

Copies of the qualification specifications are available from the Office of Procurement and Diversity. Firms may call the Office of Procurement and Diversity at (216) 443-7200 to request a copy of the RFQ by US Mail, e-mail or fax.

Firms are also encouraged to register with the County's BuySpeed Vendor Registration Program on the Internet at [www.opd.cuyahogacounty.us](http://www.opd.cuyahogacounty.us) to receive notices of future bid opportunities [Phone: (216) 443-7200]. Awarded Contractors must be registered with the Cuyahoga County Inspector General. Information can be accessed on the Internet at [www.inspectorgeneral.cuyahogacounty.us](http://www.inspectorgeneral.cuyahogacounty.us)

Completed qualifications must be submitted to the **Office of Procurement and Diversity**, 2079 East 9<sup>th</sup> Street, 2<sup>nd</sup> Floor, Cleveland, Ohio, 44115 no later than 11:00 a.m. on August XX, 2015.

Lenora M. Lockett, Director  
Office of Procurement & Diversity

Publish in the Plain Dealer on August XX, 2015

This notice may be viewed at the following Cuyahoga County Internet site: [www.opd.cuyahogacounty.us](http://www.opd.cuyahogacounty.us) by selecting "Notices and Contracts Search." At "Select Item Type to view by" click on "Notices." Next enter the "Notice Bid Close Date" range or "Notice Number" and select "search" to view applicable notices.

# **Department of Public Works**

## **Instructions**

### **For Preparing Statement of Qualifications**

Statements of Qualifications will be accepted at the Office of Procurement and Diversity, 2079 East 9<sup>th</sup> Street, 2<sup>nd</sup> Floor, Cleveland, Ohio 44114, until 11:00 A.M. (local time), on **August XX, 2015** for the provision of design-build services required for the following:

#### **Project/Contract Description**

The purpose of the project is to complete final design and construct an iconic Pedestrian and Bicycle Bridge connecting Mall C at the Cleveland Convention Center with the Great Lakes Science Center, Rock and Roll Hall of Fame and Museum, and new development along the Lake Erie waterfront in Cleveland, Ohio. The new bridge shall be a cable-stayed structure having a minimum effective deck width of 14 feet crossing over the Norfolk Southern, CSX, Amtrak and GCRTA rail lines as well as the Cleveland Memorial Shoreway (SR 2) and Erieside Avenue. The bridge is approximately 1,300 feet long, including approaches and ramps. In addition to the bridge, the project will consist of design and construction of the touchdown locations, site/civil improvements, utility relocations, wayfaring signage and markings, environmental compliance, railroad and ODOT coordination and other enhancements and improvements.

Twelve (12) bound copies and one digital copy on disk of the Statements of Qualifications are required to be submitted, by the designated date and time, in a sealed package and labeled as:

#### **"Statement of Qualifications for Design-Build Services for the Pedestrian and Bicycle Bridge from the Malls to the Lakefront"**

The Selection Committee shall review all Statements of Qualifications submitted by Design-Build Teams and only those that meet the requirements detailed herein will be permitted to continue with the selection process. The Design-Build Teams deemed qualified by the Selection Committee to provide design-build services will receive the Phase I Request for Proposals ("Phase I RFP"), which shall include the criteria drawings and detailed description of the Project. The Design-Build Teams shall provide with their responses to the Phase I RFP their project approach, the scope and duration of their services and work, and their financial proposal, which shall include the Design-Build Team's fee, general conditions costs, personnel costs, and contingency requirements. After submission of proposals in response to the Phase I RFP, Design-Build Teams will be interviewed by the Selection Committee. The Selection Committee will rank the Design-Build Team based on their qualifications, technical approaches and pricing proposals, and the two (2) Design-Build Teams deemed most advantageous for the Project will be issued the Phase II Request for Proposals ("Phase II RFP"). During the approximately four (4) month Phase II RFP stage, the remaining two (2) Design-Build Teams shall work with the County to further develop the design of the Project. The Phase II RFP responses submitted by the Design-Build Teams shall include more detailed drawings and specifications, an open book Guaranteed Maximum Price ("GMP"), a detailed schedule and specific construction methodology. The County will negotiate a contract with the top ranked Design-Build Team.

## **Purpose**

Cuyahoga County, in partnership with the City of Cleveland and the Group Plan Commission, is dedicated to the construction of an iconic and architecturally significant Pedestrian and Bicycle Bridge to serve as a connection and as an attraction for Downtown Cleveland and the developing lakefront for use by all residents and visitors to the area. Currently there is no direct connection between these two important features of Downtown Cleveland. The Pedestrian and Bicycle Bridge will serve as a gateway between the Malls and the Lakefront and its attractions.

In accordance with Chapter 504 of the Cuyahoga County Code (available for viewing at: <http://code.cuyahogacounty.us/>), Cuyahoga County (the "County") is seeking a Design-Build Team to provide professional design, pre-construction and construction services for the Pedestrian and Bicycle Bridge from the Malls to the Lakefront, to be located in Downtown Cleveland, Ohio.

## **Schedule**

The selected Design-Build Team will need to commit to a Project schedule to meet the expected bridge opening date of Summer 2017.

## **Project Delivery and Project Participants**

The Project will be constructed using the "bridging" design-build project delivery format generally described below. The design, pre-construction, and construction phase services ("Services") shall be set forth in more detail in the Design-Build Agreement ("Agreement").

**1. Criteria Architect/Engineer.** The County has separately contracted with Parsons Brinckerhoff as criteria architect/engineer ("Criteria Architect/Engineer") to develop the Pedestrian and Bicycle Bridge, including preparation of the conceptual/criteria drawings and specifications ("Criteria Documents"). The Criteria Architect/Engineer shall continue to work for the County throughout the Project, including reviewing design documents and validating the County's design intent during the completion of the design by the Design-Build Team through its Engineer-of-Record ("EOR"). The Criteria Architect/Engineer also shall be responsible for, among other duties, reviewing the final construction drawings, shop drawings, Value Engineering proposals, CPM project schedules and other Design-Build Team submittals, reviewing and certifying Design-Build Team pay applications and verifying the dates of substantial and final completion.

**2. Design-Builder and EOR Team.** The Design-Build Team shall work cooperatively with the County, Criteria Architect/Engineer, the City of Cleveland, the Group Plan Commission, Cumberland Real Estate Development and other professionals selected by the County, and shall provide, among other services, cost estimating, budgeting, value engineering, constructability review, coordination of all architectural and engineering disciplines, scheduling and pre-construction planning throughout pre-construction phase of this Project. The Design-Build Team, through its EOR, shall produce the final construction documents. The Design-Builder shall hold the contract of the EOR. The EOR will assemble a team that shall, at a minimum, provide the following services: architectural, structural, bridge and roadway design, civil, surveying, right-of way, geotechnical, environmental, lighting, technology, utility and railroad coordination, and landscape architecture ("EOR Team"). The Design-Build Team shall not include any firms or engineers that assisted with the preliminary design under the Criteria

Architect/Engineer, except for the vibration analysis consultant from the Criteria Architect/Engineer team, who may be retained by the Design-Build Team.

**3. Development of the GMP.** As more particularly described in the **SELECTION PROCESS** Section of this RFQ, prior to selecting the Design-Builder for the Project, the County will engage in an "open book" process in which the County, Criteria Architect/Engineer and each of the two (2) highest ranked Design-Build Teams will separately advance the design beyond the Criteria Documents, review bids for trade work, analyze the costs proposed for general conditions, and Design-Builder's overhead and fee. The GMP shall be agreed to before the County and the selected Design-Builder sign the Agreement.

**4. Construction Documents Stage.** After the Agreement has been signed, the Design-Build Team shall prepare the final design and construction documents. During this stage of document production, the design documents will continue to be reviewed by the County and Criteria Architect/Engineer for consistency with the design intent of Criteria Documents and the documents upon which the GMP is based.

**5. Selection of Subcontractors; Self-Performed Work.** The parties will engage in an "open book" process in which the County, Criteria Architect/Engineer and Design-Build Team will review bids for trade work. For each subcontract, there will be competitive pricing obtained from a list of mutually agreed upon and pre-qualified subcontractors. While self-performed work by Design-Builder may be permitted with the County's approval, the Design-Build Agreement will include restrictions upon the method of bidding, use of construction contingency, and other measures to assure an open, transparent and competitive process.

## **Insurance Requirements**

The Design-Builder shall procure, maintain and pay premiums for the insurance coverage and limits of liability indicated below with respect to products, services, work and/or operations performed in connection with this Contract.

- (a) **Worker's Compensation Insurance** as required by the State of Ohio. Such insurance requirement may be met by either purchasing coverage from the Ohio State Insurance Fund or by maintaining Qualified Self-Insurer status as granted by the Ohio Bureau of Workers Compensation (BWC).

For contractors and consultants with employees working outside of Ohio, Worker's Compensation Insurance as required by the various state and Federal laws as applicable including Employers' Liability coverage with limits of liability not less than:

\$1,000,000 each accident for bodily injury by accident;  
\$1,000,000 each employee for bodily injury by disease;  
\$1,000,000 policy limit for bodily injury by disease.

Such insurance shall be written on the National Council on Compensation Insurance (NCCI) form or its equivalent.

- (b) **Commercial General Liability Insurance** with limits of liability not less than:

\$1,000,000 each occurrence bodily injury & property damage;  
\$1,000,000 personal & advertising injury;  
\$2,000,000 project aggregate;  
\$2,000,000 products/completed operations aggregate.

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

(c) **Business Automobile Liability Insurance** covering all owned, non-owned, hired, and leased vehicles. Such insurance shall provide a limit of not less than \$1,000,000 combined single limit (bodily injury & property damage) each accident;

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

(d) **Umbrella/Excess Liability Insurance** with limits of liability not less than:

\$10,000,000 each occurrence  
\$10,000,000 general aggregate  
\$10,000,000 products/completed operations aggregate

Such insurance shall be written on an occurrence basis and shall sit in excess of the limits and terms set forth in the preceding items (a)-(c).

(e) **Professional Liability Insurance** providing coverage for claims arising out of the provision of design, architectural, engineering and/or other professional services with a limit of liability not less than:

\$5,000,000 per claim;  
\$5,000,000 aggregate.

Such insurance may be written on either an occurrence or claims-made basis. However, if written on a claims-made basis, the claims-made retroactive date on the policy shall be prior to the commencement of any design, architectural, engineering or other professional activity related to this Contract.

(f) **Contractor's Equipment Insurance** covering all risk of physical damage to equipment provided for use by contractor.

(g) **Contractor's Pollution Liability Insurance** with a limit of liability not less than:

\$1,000,000 per claim;  
\$1,000,000 aggregate.

Such insurance may be written on either an occurrence or claims-made basis, however, if written on a claims made-basis, the claims-made retroactive date on the policy shall be prior to the

commencement of any work related to this Contract.

(h) **Railroad Protective Insurance** with a limit of liability per the requirement of each Railroad affected by the Project.

(i) **Completed Operations Liability Insurance.** DBT shall maintain the completed operations coverage for at least five (5) years following Substantial Completion of the Work.

(j) **Employment-Related Practices Liability** (covering employment practices liability exposures, such as liability arising from discrimination, wrongful termination, sexual harassment, coercion, and other workplace causes of action and torts)  
\$5,000,000 Each Occurrence and General Aggregate

### **Insurance Coverage Terms and Conditions**

1. The insurance policies of Design-Builder required for the Agreement, with the exception of the Professional Liability and Workers' Compensation Insurance, shall each name the "County of Cuyahoga, Ohio any additional entities designated by the County, and their respective employees" as Additional Insureds and shall contain the following provisions:

- (i) Thirty (30) days prior notice of cancellation or material change;
- (ii) A waiver of subrogation wherein the insurer(s) waives all rights of recovery against the COUNTY.

2. The insurance required for the Agreement shall be provided by insurance carrier(s) licensed to transact business and write insurance in the state(s) where operations are performed and shall carry a minimum A.M. Best's rating of A VII or above.

3. These insurance provisions shall not affect or limit the liability of Design-Builder stated elsewhere in the Agreement or as provided by law.

4. Design-Builder shall require any and all of its subcontractors to procure, maintain, and pay premiums for the insurance coverages and limits of liability outlined above with respect to products, services, work and/or operations performed in connection with the Agreement.

5. The County reserves the right, acting reasonably, to require insurance coverages in various amounts or to modify or waive insurance requirements on a case-by-case basis whenever it is determined to be in the best interest of the County. If any such changes result in additional cost for Design-Builder, Design-Builder shall be entitled to an equitable adjustment in its compensation to the extent of such increase.

6. Design-Builder shall furnish a Worker's Compensation Certificate and Certificate of Insurance evidencing the insurance coverages required herein are in full force and effect. Acceptance of a non-conforming certificate of insurance by the County shall not constitute a waiver of any rights of the parties under the Agreement.

## **Indemnification**

1. Design-Builder hereby indemnifies, defends and holds harmless the County and its respective officers, officials, directors, board members, employees, and agents, from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses (including attorney's fees and other costs of defense), of any nature, kind or description, to the extent caused by (a) the negligent errors or omissions in any drawings or specifications, other documents, or Design-Builder negligent performance under the Agreement, or from the negligent performance, errors and omissions of its officers, owners, principals, subcontractors, employees, and agents, or (b) breach or default by Design-Builder under any terms or provisions of the Agreement.
2. Design-Builder acknowledges that, as a political subdivision of the State of Ohio, the County does not indemnify any person or entity. Design-Builder agrees that no provision of the Agreement or any other contract or agreement between Design-Builder and the County may be interpreted to obligate the County to indemnify or defend Design-Builder or any other party.
3. The Insurance and Indemnification Sections of this Article 2 shall survive the completion of the Services to be performed hereunder and the termination of this Agreement.

## **Incorporation.**

The Insurance and Indemnification Sections of this RFQ shall be incorporated into the Agreement with Design-Builder and shall survive the completion of the Services and work to be performed under the Agreement and the termination of the Agreement.

## **SBE Requirements**

In order to encourage the inclusion of Small Business Enterprises (SBEs) as subcontractors, Cuyahoga County has established a goal for all contracts it awards. The goal for this Contract is **30%** as determined by the Office of Procurement and Diversity for this type of contract under consideration. This participation must be subcontracted to county certified SBE consultant(s). Further information on the County's Small Business Enterprise Policy and/or a listing of the County's Certified SBEs may be obtained from:

Office of Procurement and Diversity  
2079 East 9<sup>th</sup> Street, 2<sup>nd</sup> Floor  
Cleveland, Ohio 44115  
(216) 443-7230

<http://opd.cuyahogacounty.us/en-US/home.aspx>

## **Diversity**

The County is in a partnership with the City of Cleveland on this Project and the County feels very strongly about the City of Cleveland's Community Outreach Program. The Design-Build Team is encouraged to voluntarily submit a plan as to how they may reach these goals.



# **STATEMENT OF QUALIFICATIONS CONTENTS**

It is requested that the Statements of Qualifications be organized and prepared using the following format.

## **Section I – Introduction Minimum Qualifications (3 Page Limit)**

In this section of the Statement of Qualifications, provide a cover letter or executive summary detailing the key elements and factors that differentiate your team from other potential qualified teams. The cover letter should include: (a) name, address and phone number of the office where the personnel assigned to this Project will be based; (b) name, title and phone number of the principal contact person for this statement of qualifications; (c) Design-Build Team overview, including years of existence, legal form of firm, location of home office and general history.

## **Section I - Minimum Qualifications (26 Page Limit)**

In this section of the Statement of Qualifications, provide documentation (i.e., certificates, letters of certification...) for the following minimum qualifications:

- A. For the purpose of this RFQ, the firms included on the Design-Build Team must meet the following minimum qualifications for the services they are providing under the contract:
- Registered in the State of Ohio as a Construction Contractor (Copy of license);
  - Registered in the State of Ohio as an Architect (Copy of license);
  - Registered in the State of Ohio as an Engineer (Copy of license);
  - Experience in the last ten (10) years with the design and development of iconic pedestrian and bicycle bridges in urban settings;
  - Experience in the last five (5) years dealing with railroads and obtaining railroad approvals;
  - Provide a written statement verifying experience in local jurisdiction permitting requirements (in particular, experience with the City of Cleveland in obtaining permits);
  - Prequalification with ODOT by the firm(s) and/or person(s) providing the relevant services is required for:

### **ROADWAY:**

Bicycle Facilities and Enhancement Design  
Non-Complex Roadway Design  
Right Of Way Plan Development – Limited  
Right Of Way Plan Development – Complex  
Subsurface Utility Engineering

### **BRIDGE DESIGN:**

Level 2 Bridge Design with the following Level 3 Design Elements:  
Cable stayed bridges  
Steel box girder superstructures  
Piers over 45 feet tall  
Box girder bridges on curved alignments  
Fatigue and fracture control in steel bridges

### **SOILS/GEOTECHNICAL SERVICES:**

Geotechnical Engineering Services

Geotechnical Testing Laboratory  
Geotechnical Field Exploration Services  
Geotechnical Drilling Inspection Services

**HIGHWAY LIGHTING DESIGN:**

Limited Lighting Design  
Complex Lighting Design

**CONSTRUCTION:**

The Design-Builder for this Project shall be ODOT pre-qualified for Work Type No. 22 – Level 3 Bridge. In addition, the contractor or approved subcontractors must have ODOT prequalification commensurate with the work that they intend to perform.

**ENVIRONMENTAL SERVICES:**

Environmental Document Preparation - CE

**Valid certifications and copies of licenses must be attached (can be included in Appendix).**

**B. SBE**

All SBE firms must be certified by Cuyahoga County. In order to count towards SBE compliance, the work must be subcontracted to a certified SBE firm. See Appendix B for SBE forms required. Prime must submit SBE-1 (signed by Design-Builder), SBE-2 (signed by both Design-Builder and SBE vendor) and SBE-3 (if applicable, signed by Design-Builder).

**Valid certifications must be attached (can be included in Appendix).**  
**SBE forms must be submitted (can be included in Appendix).**

**C. Vendor Compliance Form (enclosed)**

Design-Builder must complete the Vendor Compliance Form

**Vendor Compliance form must be submitted (can be included in Appendix).**

**D. Independent Contractor/Worker Acknowledgement Form (enclosed)**

Design-Builder must complete the Independent Contractor/Worker Acknowledgement Form

**Independent Contractor/Worker Acknowledgement form must be submitted (can be included in Appendix).**

**E. Non-Collusion Affidavit Form (enclosed)**

The design-builder must complete the Non-Collusion Affidavit Form

**Non-Collusion Affidavit form must be submitted (can be included in Appendix).**

**F. Insurance; Bonding**

Submit a current workers' compensation certificate and a certificate of insurance that shows compliance with the limits of liability for each type of insurance required as set forth in this RFQ. Also include a letter from a surety company licensed to do business in the State of Ohio and whose name appears on United States Treasury Department Circular 570 confirming the ability to provide full performance and payment bonds for this Project.

**Valid Certificates must be submitted (can be included in Appendix).**

**G. Criminal Offenses**

Submit a list of all convictions or fines assessed against the design-build firm or any of its officers or directors for violations of state or federal laws or regulations. If there is nothing to report, submit a certification that neither the firm nor any of its officers or directors have been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing any public or private contract.

**Valid Certificates must be submitted (can be included in Appendix).**

**Failure to meet these minimum qualifications will cause the Statement of Qualifications to be considered non-responsive and it will be removed from further consideration.**

**Section II – Design-Build Team's Experience (18 page limit, including reference sheets)**

In this section of the Statement of Qualifications, provide any information regarding Design-Builder and EOR experience, within the past ten (10) years, with this type of project (Pedestrian and Bicycle Bridge, Cable Stay) and this type of contract (bridging design-build) and detailing the roles of both Design-Builder and EOR. **Also, please provide at least three (3) and no more than five (5) references (using the ENCLOSED REFERENCE FORM) detailing each of Design-Builder's and EOR's role in the referenced contract/project and detailing how they demonstrated proficiency in each of the following areas:**

- Design of Significant Bridges/Pedestrian Structures
- Railroad Coordination
- Construction Management
- Quality of Design and Cost Estimating
- Meeting Schedules and Deadlines
- Controlling Cost and Adhering to the Budget
- Communication, Cooperation and Follow Through Skills
- Level 3 Bridge Construction (Cable Stay)
- Construction Support Services
- Diversity Outreach & Compliance
- Value Engineering
- Quality Control and Assurance

**Section III - Available Staff's Experience (52 Page Limit)**

In this section of the Statement of Qualifications, provide an organizational chart for the key personnel for Design-Builder's team for this Project, including, for example, the EOR's key staff and Design-Builder's project executive, project manager, construction manager, design manager, structures lead, quality manager, superintendent, pre-construction manager, scheduler, and cost estimator. The organizational chart should clearly show the name, title and firm for each key staff member and how Design-Builder's project team will interact with the County and other Project participants.

Provide the name and a current one page resume (including projects within the past ten (10) years) for each key staff member listed below. Further, provide two (2) references (**on the ENCLOSED REFERENCE FORM**)

for key staff members from Design-Builder's team and key staff members for the A/E team (including the EOR). Also, list the percentage of availability for each person listed as a key project team member, realizing the tight timeframe needed for completion.

Further, provide two (2) references (**on the ENCLOSED REFERENCE FORM**) for staff set forth below:

- **Project Executive**
- **Project Manager**
- **Superintendent**
- **Pre-Construction Manager**
- **Scheduler**
- **EOR Project Manager**
- **Structural Engineer**
- **Construction Manager**
- **Design Manager**
- **Quality Manager**
- **Architect**
- **Bridge/Pedestrian Structure Designer**
- **Surveying Services**
- **Estimator**
- **Level 3 Bridge Construction**

#### **Section IV - Project Methodology (8 Page Limit)**

In this section of the Statement of Qualifications, describe Design-Build Team's proposed approach and methodology for execution of the Agreement. Specify any unique characteristics that may distinguish your firm from other potential Design-Builders for this Project. Also include information about the following:

1. **Safety Record.** Submit information regarding the firm's safety record, including its workers' compensation experience modifier for the prior three (3) years.
2. **Management Reports.** Submit specific examples of the firm's project management reports or other illustrations of the firm's operating philosophy.
3. **Schedule.** Submit your proposed schedule to meet the required bridge opening date of Summer 2017.
4. **Mitigation for Construction Delays.** Submit your approach to address construction delays and your plan for getting back on schedule.
5. **Diversity.** The County is in a partnership with the City of Cleveland on this Project and the County feels very strongly about the City of Cleveland's Community Outreach Program. The Design-Build Team is encouraged to voluntarily submit a plan as to how they may reach these goals.
6. **Bridging Design-Build Experience.** Submit specific examples of relevant experience working with a "bridging design-build" project delivery system where a "criteria" designer is involved and an "open book" guaranteed maximum price methodology is employed.

**Statement of Qualifications should be organized around the above criteria and be limited to those items which will be used for the evaluation. Extraneous materials will not serve to enhance the Statement of Qualifications, but will only make the evaluation more difficult and will be an unnecessary expense to Design-Builder.**

## **Section V – Appendix**

In this section of the Statement of Qualifications, submit required SBE forms and approval letter from the Inspector General.

### **Other Evaluation Categories**

The Statement of Qualifications will also be evaluated on the following category. Design-Builders **should not** provide information on this category.

- **Previous Work:** The Department of Public Works will determine the total dollar value of all contracts (Agreements and Subsidiary Agreements) awarded to the Design-Builder for projects initiated by the requesting agency (Engineer/Sanitary Engineer/Central Services) (with an Agreement between the Design-Builder and the County) over the past two (2) years.

If there are any questions, please contact Lori Birschbach-Tober at 216-443-7650 or [lbirschbachtober@cuyahogacounty.us](mailto:lbirschbachtober@cuyahogacounty.us).

### **SELECTION PROCESS**

1. **Review Statement of Qualifications.** The Selection Committee shall review the Statements of Qualifications from Design-Build Teams in accordance with **INSTRUCTIONS FOR EVALUATION OF STATEMENT OF QUALIFICATIONS**. A set of the most recent design documents, including preliminary plans and specifications and a draft of the Agreement containing the contract terms and conditions will be available at the time of this RFQ is advertised.
2. **Short List.** Each Design-Build Team responding to this RFQ will be evaluated and selected based on its qualifications and the qualifications and experience of the particular individuals identified as the proposed team for this Project. After evaluating the Statements of Qualifications, the Selection Committee will create a short list of Design-Build Teams that it considers to be the most qualified.
3. **Phase I RFP.** The short listed teams will be sent the Phase I Request for Proposals ("Phase I RFP") that will invite the short listed Design-Build Teams to submit technical and pricing proposals containing proposed fees for design, pre-construction and construction services, itemized general conditions cost, individual staff billing rates, proposed contingency arrangement, and overhead rate.
4. **Interview.** After submitting responses to the Phase I RFP, the short listed Design-Build Teams will be interviewed by the Selection Committee. The purpose of the interview will be to meet the proposed Project team, become familiar with key personnel, and understand the Project approach and ability to meet the County's stated objectives for this Project, including the budget and schedule. Please be prepared to discuss with specificity the Design-Build Team's capacity to conduct this work in compliance with the County's timetable, budget, and SBE expectations. The County will contact each Design-Build Team to schedule times for the interviews.
5. **Phase II RFP; Stipend.** The two (2) Design-Build Teams deemed most advantageous for the Project will be issued the Phase II Request for Proposals ("Phase II RFP"). Such Design-Build Teams shall be required to sign a Stipend Agreement. If such Design-Build Teams submit responses to the Phase II RFP, then they will be provided a stipend as further described in the Stipend Agreement.

6. Phase II RFP; Development of the GMP. During the approximately four (4) month Phase II RFP stage, the two remaining Design-Build Teams shall work with the County to further develop the design of the Project. Each Design-Build Team will provide all design services necessary to advance the Criteria Documents. The Design-Build Teams shall develop the design in collaboration with the County and Criteria Architect/Engineer, provide cost estimates, scheduling and constructability reviews as design concepts and details progress. Based upon the design documents submitted by each Design-Build Team and approved by the County, each Design-Build Team shall submit its proposed GMP to the County and Criteria Architect/Engineer, which proposal shall include, at a minimum, the following: (a) a detailed breakdown of the GMP including the cost of the work (detailed by each subcontract, trade, or bid division), Design-Builder's contingency for the Work, Design-Builder's staffing cost (detailed by expense category), general conditions cost (including bond and insurance costs and detailed by expense category), and Design-Builder's overhead and profit (i.e., fee); (b) schedule of values that allocates the GMP among the various categories of Work and services being provided under Design-Build Agreement; (c) construction schedule; and (d) a list of any qualifications and assumptions relating to the GMP (the foregoing are collectively referred to herein as the "GMP Documents"). The parties shall meet to reconcile any questions, discrepancies or disagreements relating to GMP Documents. The reconciliation shall be documented by an addendum to the GMP Documents that shall be approved in writing by the County, Criteria Architect/Engineer and Design-Builder. Design-Builder shall then submit, in response to the Phase II RFP, the Design-Builder's proposed final GMP based upon the amended GMP Documents.
7. Negotiation. The Selection Committee will rank the Design-Build Teams based on their qualifications, proposed design documents, GMP proposal, technical proposal, schedule, and Project approach. The County shall negotiate the Agreement with the highest ranked Design-Build Team. Upon failure to negotiate the Agreement with the highest ranked Design-Build Team, the County shall inform such Design-Build Team in writing of the termination of negotiations and enter into negotiations with the next highest ranked Design-Build Team.
8. Selection Schedule. Below is the County's anticipated schedule for selection of the Design-Builder:
- |  |              |
|--|--------------|
| • Qualifications Due                           | XXXXXX, 2015 |
| • Phase I RFP Issued to the Short-Listed Firms | XXXXXX, 2015 |
| • Proposals for Phase I RFP Due                | XXXXXX, 2015 |
| • Design-Builder Interviews                    | XXXXXX, 2015 |
| • Phase II RFP Issued to Two Firms             | XXXXXX, 2015 |
| • Proposals for Phase II RFP Due               | XXXXXX, 2015 |
| • Selection/Notification of Design-Builder     | XXXXXX, 2015 |
9. Communication. Firms considering responding to this RFQ are strictly prohibited from communicating with any member of the staff of the County, City of Cleveland, Group Plan Commission, Parsons Brinckerhoff or other consulting firms under contract for this Project, as all questions must be directed to Lori Birschbach-Tober at 216-443-7650 or lbirschbachtober@cuyahogacounty.us.
10. Cancellation and Rejection. The County reserves the right to cancel at any time for any reason this solicitation and to reject all Statements of Qualification. The County shall have no liability to any firm arising out of such cancellation or rejection. The County reserves the right to waive minor variations in the selection process.

11. Amendments. This RFQ may be modified only by a written amendment issued by the County. It is the responsibility of the firms to verify that they have received and incorporated into their responses all changes due to amendments issued to this RFQ.
12. Preparation Costs. The County assumes no responsibility for costs incurred in the preparation, presentation or submission of the Statement of Qualification.

## **INSTRUCTIONS FOR EVALUATION OF STATEMENTS OF QUALIFICATIONS**

The Selection Committee will rank each item on the "Statements of Qualifications Evaluation Form" on the basis of zero (0) to the maximum points shown on the "Statement of Qualifications Evaluation Form" in Appendix A. Listed categories will be evaluated by the Selection Committee in a meeting where one score will be agreed upon. Scoring for "Previous Work" will be filled in by the department assigned to manage and administer the selection process.

Please note that any narrative supplied by a Design-Build Team is to be considered only as it relates to this Project. There is no category for rating a narrative approach on its merits. A narrative approach may be considered, where appropriate, to expand a Design-Build Team's explanation with regard to any of the following evaluation categories.

**A. "Firm's Experience"** Consider the firm's experience within the past 10 years with this type of project/contract. Review the references provided by the Design-Build Team and evaluate the firm in each of the following categories:

- Quality of Design and Cost Estimating
- Meeting Schedules and Deadlines
- Controlling Cost and Adhering to the Budget
- Communication, Cooperation, and Follow Through Skills

**B. "Available Staff's Experience"** Consider the resume of the project managers and key personnel in each applicable area of engineering services to be authorized. For all projects/contracts, a good Project Manager is vital. Evaluate the "Available Staff's Experience" in the following engineering services categories:

- |                                   |   |
|-----------------------------------|---|
| • <b>Project Executive</b>        | • <b>Design Manager</b>                       |
| • <b>Project Manager</b>          | • <b>Quality Manager</b>                      |
| • <b>Superintendent</b>           | • <b>Architect</b>                            |
| • <b>Pre-construction Manager</b> | • <b>Bridge/Pedestrian Structure Designer</b> |
| • <b>Scheduler</b>                | • <b>Surveying Services</b>                   |
| • <b>EOR Project Manager</b>      | • <b>Estimator</b>                            |
| • <b>Structural Engineer</b>      | • <b>Level 3 Bridge Construction</b>          |
| • <b>Construction Manager</b>     |   |

**C. "Project/Contract Methodology"** Evaluate each Design-Build Team based on its proposed methodology for execution of this Contract. Consider each firm's understanding of the purpose and scope of this Project/Contract.

**D. "Previous Work"** The points awarded in this category will be based on the total contract and subsidiary dollar amounts that a Design-Build Team has received from the County over the past two years (from the Statements of Qualifications due date). These totals will be calculated from the database in the Transportation and Traffic Department. The dates are based on the County contracting authority to prepare an agreement. The point scale for this category is as follows:

<u>TOTAL CONTRACT AMOUNT</u>	<u>POINTS</u>
\$ 0	10
Less than \$ 50,000.00	9
\$ 50,000.00 - \$100,000.00	8
\$ 100,000.01 - \$150,000.00	7
\$ 150,000.01 - \$200,000.00	6
\$ 200,000.01 - \$250,000.00	5
\$ 250,000.01 - \$300,000.00	4
\$ 300,000.01 - \$350,000.00	3
\$ 350,000.01 - \$400,000.00	2
Greater than \$ 400,000.00	1





**CUYAHOGA COUNTY  
DEPARTMENT of PUBLIC WORKS**

**Consulting Firm Reference/Project Staff Reference  
RFQ # 34337**

Name of Firm/person: \_\_\_\_\_

Role on Project Referenced: \_\_\_\_\_

Project Referenced: \_\_\_\_\_

Reference/Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Project Manager:	Original Services Completion Date:
Services Initiation Date:	Actual Services Completion Date:
Original Contract Amount:	Final Contract Amount:
Reason for discrepancy between original and final contract amount, if any: _____	
_____	

In the area below, please do the following:

- describe in detail the services provided (title preparation, value analysis preparation, etc.)
- detail how proficiency in the following areas was demonstrated:
  - Quality of Services and Cost Estimating
  - Meeting Schedules and Deadlines
  - Controlling Costs and Adhering to the Budget
  - Communication, Cooperation, and Follow Through Skills

\_\_\_\_\_  
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**RFQ # 34337**  
**Cuyahoga County**  
**Mandatory Vendor Compliance Form**  
**(C.C.C. § 501.15 and 501.19)**

*By initialing next to each requirement below and by affixing my signature at the end of this document, I hereby certify that I or the company that I am authorized to represent (the "vendor") is in compliance with each requirement listed below and shall remain in compliance at the time of execution of a contract with the County. Failure to initial next to each and every requirement below may result in disqualification and/or rejection of the bid/proposal/statement of qualifications/offer. If any material breach of the certifications required below occurs during the contract performance by the vendor, the County may exercise any or all contractual remedies, including, but not limited to, contract termination for cause.*

You MUST initial in the right hand column next to each criteria to certify compliance		INITIAL
1	Vendor is in compliance with Ohio's Drug-Free Workplace requirements, including, but not limited to, maintaining a substance abuse policy that its personnel are subject to on the contract (the successful vendor shall provide this policy upon request).	1
2	Vendor does not have an Experience Modification Rating greater than 1.5 with respect to the Bureau of Workers Compensation risk assessment rating.	2
3	Vendor is in compliance and will remain in compliance with Federal and Ohio Equal Opportunity Employment Laws.	3
4	Vendor will pay the prevailing wage rate and comply with other provisions set forth in Sections 4115.03 through 4115.16 of the Ohio Revised Code and Sections 4101:9-4-01 through 4101:9-4-28 of the Ohio Administrative Code, including, but not limited to, the filing of certified payroll reports.	4
5	Vendor has not been debarred from public contracts for prevailing wage violations or found or determined by the state to have underpaid the required prevailing wage, whether intentionally or unintentionally, even if settled subsequent to the finding, more than three (3) times in the last ten (10) years, provided that, when aggregating for any single project, no finding of an underpaid amount of less than \$1,000.00 shall be considered, and no single finding based upon a journeyman-to-apprenticeship ratio shall be considered a violation of this provision unless as part of multiple, similar findings.	5
6	Vendor has not been penalized or debarred from any federal, state, or local public contract or falsified certified payroll records, or has otherwise been found, after appeals, to have violated the Fair Labor Standards Act in the past seven (7) years, or during the vendors' entire time of doing business, if less than seven (7) years.	6
7	Vendor has not had the professional license of any of its employees revoked for malfeasance or misfeasance.	7
8	Vendor has not violated any unemployment or workers compensation law during the past five (5) years, or during the vendor's entire time of doing business, if less than five (5) years.	8
9	Vendor does not have final, unsatisfied judgments against it which in total amount to 50% or more of the contract amount.	9
10	Vendor will utilize, for work performed under the contract, supervisory personnel that have three (3) or more years of experience in the specific trade and who maintain the appropriate state license(s), if any.	10
11	Vendor is properly licensed to perform all work as follows: (1) if performing a trades contract, shall be licensed pursuant to Ohio Revised Code Section 4740 as a heating, ventilating, and air conditioning contractor, refrigeration contractor, electrical contractor, plumbing contractor, or hydronics contractor; (2) if performing work regulated under Section 3737.65 of the Ohio Revised Code, be certified by the State Fire Marshall; and (3) if performing work under any other trade, occupation, or profession licensed under Title 47 of the Ohio Revised Code, be licensed for that trade, occupation, or profession as provided in the Ohio Revised Code. If the applicable contract does not involve any of the above-described work, Vendor shall place "N/A" and his/her initials in the box to the right.	11
12	Vendor will, if performing a trades contract pursuant to Ohio Revised Code Section 4740, not subcontract more than twenty-five percent (25%) of the labor, excluding materials, for its awarded contract, unless to subcontractors also licensed pursuant to Ohio Revised Code Section 4740 or certified by the State Fire Marshall pursuant to Ohio Revised Code Section 3737.65. If the applicable contract does not involve this type of work, Vendor shall place "N/A" and his/her initials in the box to the right.	12
13	Vendor will provide access as needed and allow the Agency of the Inspector General to perform the functions provided for in Section 4.12 of the Contracting Ordinance.	13
14	Vendor will require all of its subcontractors, at the time of execution of a subcontract, to make all of the certifications required within this form, except for certification numbers 7, 8, and 10. If the applicable contract does not involve the use of subcontractors, Vendor shall place "N/A" and his/her initials in the box to the right.	14
15	Vendor has met and will comply with all provisions of state law relating to ethics. Vendor has also met and will comply with all applicable Cuyahoga County Ordinances, including, but not limited to, the Ethics Ordinance, Inspector General Ordinance and the Contracting Ordinance.	15
16	Neither Vendor nor any of its owners, principals, and senior management are delinquent on any taxes or court costs in Cuyahoga County.	16

**Printed Name:** \_\_\_\_\_ **Company:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

h/vendor compliance, Ordinance No. 2011-0044

## INDEPENDENT CONTRACTOR/WORKER ACKNOWLEDGMENT:

If you are an independent contractor as defined by the IRS, please complete the form below and return to Cuyahoga County's Office of Procurement and Diversity.

### **Independent Contractor Defined:**

People such as doctors, dentists, veterinarians, lawyers, accountants, contractors, subcontractors, public stenographers, or auctioneers who are in an independent trade, business, or profession in which they offer their services to the general public are generally independent contractors. However, whether these people are independent contractors or employees depends on the facts of each case. The general rule is that an individual is an independent contractor if the payer has the right to control or direct only the result of the work and not what will be done and how it will be done. The earnings of a person who is working as an independent contractor are subject to Self-Employment Tax.

DRAFT



Employer Outreach: 1-888-400-0965  
www.opers.org

This form is to be completed if you are an individual who begins providing personal services to a public employer on or after Jan. 7, 2013 but are not considered by the public employer to be a public employee and will not have contributions made to OPERS. This form must be completed not later than 30 days after you begin providing personal services to the public employer.

## Social Security Number

First Name

MI

Last Name

## Name of Public Employer



### Employer Contact

First Name

MI

Last Name

Employer Code

Employer Contact Phone Number

Service Provided to Public Employer



Start Date of Service

Month      Day      Year

End Date of Service

Month      Day      Year

### STEP 3: Acknowledgment

The public employer identified in Step 2 has identified you as an independent contractor or another classification other than a public employee. Ohio law requires that you acknowledge in writing that you have been informed that the public employer identified in Step 2 has classified you as an independent contractor or another classification other than a public employee for the services described in Step 2 and that you have been advised that contributions to OPERS will not be made on your behalf for these services.

If you disagree with the public employer's classification, you may contact OPERS to request a determination as to whether you are a public employee eligible for OPERS contributions for these services. Ohio law provides that a request for a determination must be made within five years after you begin providing personal services to the public employer, unless you are able to demonstrate through medical records to the Board's satisfaction that at the time the five-year period ended, you were physically or mentally incapacitated and unable to request a determination.

By signing this form, you are acknowledging that the public employer for whom you are providing personal services has informed you that you have been classified as an independent contractor or another classification other than a public employee and that no contributions will be remitted to OPERS for the personal services you provide to the public employer. This acknowledgment will remain valid as long as you continue to provide the same services to the same employer with no break in service regardless of whether the initial contract period is extended by any additional agreement of the parties. You also acknowledge that you understand you have the right to request a determination of your eligibility for OPERS membership if you disagree with the public employer's classification.

**This form must be retained by the public employer and a copy sent to OPERS. The public employer's failure to retain this acknowledgment may extend your right to request a determination beyond the five years referenced above.**

Signature \_\_\_\_\_ Today's Date \_\_\_\_/\_\_\_\_/\_\_\_\_  
Do not print or type name



NON-COLLUSION AFFIDAVIT

Requisition No. \_\_\_\_\_

\_\_\_\_\_ being first  
duly sworn, deposes and says that he/she is

\_\_\_\_\_  
(sole owner, partner, president, etc.)

making the forgoing proposal or bid; that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person to put in a sham bid or that such other person shall refrain from bidding and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or any other bidder or to fix any overhead, profit or cost element of said bid price or for that of any other bidder, or to secure any advantage against the County of Cuyahoga or any other persons interested in the proposed contract; and that all statements contained in said proposal or bid are true; and further that such bidder has not, directly or indirectly submitted this bid; or contents thereof, or divulged information relative thereto to any association or to any member or agent thereof.

\_\_\_\_\_  
AFFIANT

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, in  
\_\_\_\_\_ (City/Village/Township), County of \_\_\_\_\_, State of \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

(SEAL)

My commission expires:  
\_\_\_\_\_

## APPENDIX A

# Statement of Qualifications Evaluation Form

<b>Project Name</b> <b>Project Type</b> <b>Submission Date</b> <b>Selection Meeting Date</b> <b>Facilitator</b>	<b>General MEP</b> <b>Architectural- Engineering Services</b> <b>Design Services</b>	<b>Committee Members:</b>	Director of Public Works County Engineer Director of Planning Technical Member Technical Member
---	--	-------------------------------	---

EVALUATION CRITERIA	Max Points	Firm A	Firm B	Firm C	Firm D	Firm E	Firm F	Firm G	Firm H	Firm I	Firm J	Firm K	Firm L	Firm M	Firm N
<b>Section 1 - Minimum Qualifications</b>															
Pre-Qualifications Met	Yes/No														
SBE Goal Met	Yes/No														
Vendor Compliance Form	Yes/No														
Indep. Contractor/Worker form	Yes/No														
Non-Collusion Affidavit	Yes/No														
Insurance; Bonding	Yes/No														
Criminal Offenses	Yes/No														
<b>Section 2 – Firm's Experience</b>	<b>20</b>														
<b>Section 3 - Available Staff's Experience</b>															
Project Manager	25														
Support Staff	15														
<b>Section 4 – Project Methodology</b>	<b>30</b>														
<b>Previous Work</b>	<b>10</b>														
<b>TOTAL</b>	<b>100</b>	X	X	X	X	X	X	X	X	X	X	X	X	X	X

## APPENDIX B



### **RQ**

## **BIDDERS' MANUAL**

### **Small Business Enterprise Program**

#### **For Construction, Services, Supplies and Professional Service Contracts**

The goal of the Small Business Enterprise (SBE) Program is to support small businesses by creating positive partnerships in County contracting and other procurement opportunities. The Small Business Enterprise Program will achieve this goal by providing and supporting opportunities for small firms to grow and thereby compete effectively in the general environment for contracting opportunities.

THE SBE SUBCONTRACTOR PARTICIPATION GOAL  
FOR THIS BID/PROPOSAL IS

**30 %**

**OF THE CONTRACT AWARD**

Cuyahoga County  
Is an Equal Opportunity Employer



# SBE BIDDERS' MANUAL

## TABLE OF CONTENTS

Section I.	Small Business Enterprise (SBE) Certification	Page 3
Section II.	SBE Participation Goal	Page 3
Section III.	Mandatory Bidding Requirements for Prime Contractors	Page 3
Section IV.	Good Faith Efforts	Page 4
Section V.	Award of Contracts	Page 5
Section VI.	Monitoring and Post-Award Reporting	Page 6

### REQUIRED FORMS:

- Covenant of Non-Discrimination (SBE-1)
- SBE Subcontractor Participation Plan (SBE-2)
- Good Faith Effort Certification (SBE-3, 2 pages)
- Sample of Completed SBE forms (4 pages)

# **INSTRUCTIONS TO BIDDERS**

## **I. Small Business Enterprise (SBE) Certification**

Only those Small Business Enterprises certified by the Cuyahoga County 's Office of Procurement & Diversity (OPD) shall be eligible for the fulfillment of the SBE participation goal. SBE listings may be obtained from the Office of Procurement & Diversity. If a Small Business Enterprise elects to compete for county business without being certified as such, they may do so, but any bid submitted will not be counted towards fulfillment of the SBE participation goal.

An SBE desiring certification with OPD must complete the certification application. SBE applications may be obtained from the:

Office of Procurement & Diversity  
2079 East Ninth St., 2<sup>nd</sup> Floor  
Cleveland, Ohio 44115

(216) 443-7230

## **II. SBE Participation Goal**

The SBE Participation goal can be achieved in the following manner(s):

1. A prime vendor subcontracts with one or more certified SBEs to meet or exceed the SBE goal;
2. A prime vendor subcontracts with one or more certified SBEs in an amount short of the SBE goal, but submits a complete Good Faith Effort (further described below);
3. A certified SBE who bids as a prime contractor subcontracts a portion of the work to another certified SBE. Certified SBEs bidding as prime contractors will receive a 20% credit towards the SBE participation goal. However, the certified SBE must secure additional certified SBE subcontractor participation and/or seek a waiver based on Good Faith Effort (further described below) for any remaining balance of the SBE goal.

## **III. Mandatory Bidding Requirements for Prime Contractors**

In consideration of the right and privilege to submit a bid or proposal on construction projects and other contracts with Cuyahoga County, at the time of submitting a proposal or bid, each participant shall be required to present appropriate documentation. The documents described below must be completed and signed by each Participant before a proposal or bid can be considered responsive:

- 1) Covenant of Non-Discrimination: Each Participant must submit a duly executed and attested Covenant of Non-Discrimination (SBE-1, found in the attached Bidder's Manual). This written instrument shall contain promises, declarations and/or affirmations made by the Participant. The completed document must contain an original signature and date of signature.
- 2) SBE Subcontractor Participation Plan: Each Participant must submit a duly executed Subcontractor Participation Plan (SBE-2, found in the attached Bidder's Manual) for each SBE subcontractor proposed. Copies and/or facsimiles of SBE-2 submitted with bids/proposals are acceptable BUT all required signatures must be dated as indicated. Also, please note the following:

- a) Certified SBEs who are bidding as prime contractors **MUST** complete and submit the top portion of Form SBE-2 to guarantee the 20% SBE credit.
- b) SBEs with multiple geographical locations shall enter the Cuyahoga County address and contact information on Form SBE-2.
- c) Prime vendors are **PROHIBITED** from using SBE(s) with whom the prime vendor has a familial relationship, joint or co-ownership, common partners, officers, or a shareholder relationship to meet the SBE Participation Goal. Hence, on Cuyahoga County projects/contracts, any portion of work subcontracted to a SBE vendor by a prime vendor that meets the above-mentioned criteria will **NOT** count towards the achievement of the established SBE Participation Goal.

Use of 2<sup>nd</sup> Tier Subcontractors: In the event that a subcontractor portions out work and utilizes the services of a sub-subcontractor or vendor, the prime contractor shall be required to report this use to OPD. For reporting purposes, the prime contractor shall report statistical data for the sub-subcontractor or sub-vendor, including race, gender, business size, area of specialization, dollar value, description of services or products purchased, and contact information. No SBE subcontractor will be permitted to subcontract more than 25% of their subcontract work (based on dollar value) without prior approval by OPD.

Other Information and Data: OPD may request additional information and data prior to a contract award. This information may include, but is not limited to, information regarding business ownership of all subcontractors to be utilized on the project, all of which shall reflect the race, gender, location, size, and area of specialization and structure of the identified businesses.

---

**A PARTICIPANT'S FAILURE OR REFUSAL TO PROVIDE INFORMATION AND DATA REQUIRED BY THIS PROGRAM AND REQUESTED BY OPD SHALL SUBJECT THE PARTICIPANT TO HAVING A PROPOSAL OR BID DEEMED NON-RESPONSIVE.**

---

## **IV. Good Faith Efforts**

Aggressive "Good Faith Efforts" to include SBEs in the procurement process are required of all Participants. These Good Faith Efforts should be in addition to the Participant's regular and customary solicitation process of contact with potential subcontractors and/or vendors.

Written Notice to SBEs: To demonstrate good faith efforts, a Participant shall deliver written or electronic notice to potential, SBEs. SBEs should be contacted not less than one (1) week before the bid or proposal due date. Names, addresses, and telephone numbers for available SBEs may be obtained by contacting OPD or reviewing the database on the website at <http://opd.cuyahogacounty.us/>.

The written or electronic notice sent to potential subcontractors or vendors shall contain the following:

- (1) Sufficient information about the plans, specifications, and relevant terms and conditions of the solicitation. This should include information about the work which will be subcontracted or the goods which will be obtained from subcontractors and suppliers;
- (2) A contact person knowledgeable of the project scope documents, within the Participant's office, to answer questions about the conditions of the contract;
- (3) Information as to the Participant's bonding requirements; and

(4) The deadline for price quotations.

Evaluation of Good Faith Efforts: In evaluating good faith efforts, OPD will determine whether the Participant has made reasonable good faith efforts to obtain SBE participation as part of its bid or proposal. OPD may evaluate not only the different kinds of efforts made by a Participant, but also the quantity and intensity of those efforts.

OPD will consider a completed Good Faith Effort Certification (SBE-3, 2 pages, found in the attached Bidder's Manual), as evidence of a Participant's good faith in trying to obtain SBE participation in a bid or proposal.

Required Documentation: To demonstrate good faith efforts, Participants shall keep detailed records of all correspondence and responses thereto, logs of all telephone calls made and received regarding the project or contract, confirmation receipts for fax transmissions, receipts from registered or certified mail, copies of advertisements in publications and other media, and other relevant papers required by this Program.

Good Faith Effort Certification: Participant must submit a completed Good Faith Certification (SBE-3, found in the attached Bidder's Manual) ONLY if the SBE Participation Goal is not met. Additional documentation demonstrating a good faith effort must accompany the checklist. The completed document must contain an original signature, notarizations, and date of signature.

Details and more information available at:

<http://opd.cuyahogacounty.us/en-US/listing.aspx>

## **V. Award of Contracts**

Award of Contract: Proposals/ bids may be rejected and projects re-submitted for the sole purpose of attaining goals where no "good faith effort" has been demonstrated. Cuyahoga County reserves the right to determine the action to be taken on the contract if a goal is not met, including rejecting any or all bids or proposals. If an awarded contract is later amended for additional dollars, SBE subcontractor participation should still reflect the percentage of dollars originally contracted for.

When evaluating a bid to determine the lowest and best bid, the County may consider, in addition to all of the other factors set forth in the instructions to bidders, whether a bid is SBE compliant; provided, however, that such SBE compliance shall not be considered if the difference between the SBE-compliant bid and the lowest responsive bid is more than the price preference specified below.

Lowest Bid Received Range (\$)	Price Preference (%) & Limit	Price Preference (\$)
0 – 500,000	10%	0 – 50,000
500,001 – 1,000,000	10% up to max \$80,000 (10-8)	50,000 – 80,000
1,000,0001 – 3,000,000	8% up to max \$210,000 (8-7)	80,000 – 210,000
3,000,001 – 5,000,000	7% up to max \$250,000 (7-5)	210,000 – 250,000
>5,000,000	\$250,000 maximum (≤5)	250,000 maximum

## **VI. Monitoring and Post-Award Reporting**

Office of Procurement and Diversity Authorization to Monitor: OPD shall be authorized to collect from all Participants such data and information as is necessary to monitor this Program. This information may include information as to business ownership, supplier information, subcontractor information, all of which shall reflect the contract information, race, gender, business location, and size of the identified businesses.

OPD shall continuously monitor the participation of SBEs in the procurement of goods and services for Cuyahoga County. Such monitoring shall include, but is not necessarily limited to, a statistical analysis of each construction trade, business service, professional service and commodity to determine whether there is utilization of SBEs in a manner that is proportionate to the established goal.

OPD will provide written reports on an annual basis. OPD's report shall contain a summary of the purchases and contracts placed with SBEs for the period and the relative percentage to the total of purchases and contracts for that period and the size, quantity and quality of SBE involvement by dollar volume.

Participant's Post-Award Reporting: Participants who are awarded contracts must submit reports, during the course of, and at the end of the contract as requested by OPD. These reports shall summarize the number and dollar amounts of payments made during the term of the contract to subcontractors. The final report shall summarize the number and dollar amounts of payments made during the term of the contract to all subcontractors and shall reflect the SBE designation of the subcontractor if any. OPD reserves the right to audit a contract for SBE participation at his/her discretion during any phase of the project. An audit would include but not be limited to: on site reviews, desk reviews, requests for cancelled checks, requests for invoices, certified payroll reports, etc.

SBE Subcontractor Substitutions or Replacements: The prime contractor shall report any replacements or substitutions of the use of SBE subcontractors to OPD immediately. Prior approval by the Director of OPD is required for SBE substitutions/replacements. For reporting purposes, the prime contractor shall report to OPD statistical data pertaining to the new subcontractor, including race, gender, business size, area of specialization, and contact information on the SBE Subcontractor Participation Plan form (SBE-2).

OPD will require a Participant to make good faith efforts to replace a SBE that is terminated or has otherwise failed to complete its work on a contract with another SBE to the extent needed to meet the contract SBE Participation Goal. The Participant must notify OPD immediately, and in writing, of the SBE's inability or unwillingness to perform and provide reasonable documentation. The request should include at a minimum: the name of the SBE firm, the contact, the phone number, the scope of work initially assigned to the SBE firm, dollars paid to date, percent of scope completed, and the reason for the substitution request including documentation of the SBE's withdrawal.

The Participant will be given five (5) business days to find a SBE substitution if the request is granted. In this situation, the Participant will be required to obtain prior approval of the substitute SBE and to provide copies of SBE Subcontractor Participation Plan (SBE-2) or documentation of good faith efforts.

If the Participant fails or refuses to comply in the time specified, OPD may issue a recommendation to stop all or part of payment and/or work until satisfactory action has been taken. If the Participant still fails to comply, OPD may issue a recommendation of termination of the contract.

Contractors' Closeout Activity Reports: To further monitor SBE participation, closeout activity reports will be required from project prime contractors and prime consultants identifying activities of all subcontractors and sub-consultants. This report shall include all modifications/amendments/change orders and shall reflect the contact information, race, gender, business size, scope of work, and amount paid to each firm.

## **REQUIRED DOCUMENTS**

The following forms regarding the Small Business Enterprise Program must be completed and submitted with bids/proposals:

COVENANT OF NON-DISCRIMINATION (SBE-1)

SBE SUBCONTRACTOR PARTICIPATION PLAN (SBE-2)

GOOD FAITH EFFORT CERTIFICATION (SBE-3, 2 PAGES)

## COVENANT OF NON-DISCRIMINATION

SBE-1

RFQ# 34337

(MUST be completed and submitted with ALL bids or proposals)

Know All Men By These Presents, that I/we, (\_\_\_\_\_),  
(\_\_\_\_\_) Name(s)  
(\_\_\_\_\_) (\_\_\_\_\_) Title(s) Name of Company

(hereinafter "Company"), in consideration of the privilege to submit Bids/Proposals on contracts funded, in whole or in part, by Cuyahoga County, hereby consents, covenants and agrees as follows:

(1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any Bid/Proposal submitted to Cuyahoga County or the performance of any contract resulting from;

(2) That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contact or otherwise interested in contracting with this Company, including various eligible Small Business Enterprises (hereinafter "SBEs");

(3) In connection herewith, I/We acknowledge and warrant that this Company has been made aware of, understands and agrees to make a Good Faith Effort to solicit SBEs to do business with this Company;

(4) That the Covenant of Non-Discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;

(5) That the Covenant of Non-Discrimination as made and set forth herein shall be and are hereby deemed to be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain; and

(6) That the failure of this Company to satisfactorily discharge any of the Covenant of Non-Discrimination as made and set forth herein shall constitute a material breach of contract entitling Cuyahoga County to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to, cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract.

\_\_\_\_\_  
(Original Signature of Company Representative Identified Above)

\_\_\_\_\_  
(Date)

# SBE SUBCONTRACTOR PARTICIPATION PLAN

SBE-2

RQ# 34337

(MUST be submitted for EACH SBE Subcontractor Proposed)

(A) TOTAL AMOUNT OF OVERALL CONTRACT BID/PROPOSAL \$ \_\_\_\_\_

## CHECK ONE:

SERVICE CONTRACT ☐ SUPPLY CONTRACT ☐ CONSTRUCTION CONTRACT ☐

BUSINESS NAME OF PRIME BIDDER \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

TELEPHONE ( ) \_\_\_\_\_ E-MAIL \_\_\_\_\_

FIRM OWNED BY: ☐ MAJORITY ☐ MINORITY (SPECIFY: \_\_\_\_\_) ☐ FEMALE

(B) AMOUNT TO BE  
SUBCONTRACTED TO SBE:

\$ \_\_\_\_\_

PERCENT OF TOTAL  
OVERALL CONTRACT  
BID [(B)/(A)]:

% \_\_\_\_\_

SCOPE OF WORK PROVIDED BY SBE: \_\_\_\_\_

PRIME BIDDER'S NAME \_\_\_\_\_ TITLE \_\_\_\_\_  
(TYPE OR PRINT)

PRIME BIDDER'S SIGNATURE \_\_\_\_\_  
(DATE OF SIGNATURE)

## SBE SUBCONTRACTOR TO BE UTILIZED

(MUST BE CERTIFIED BY THE CUYAHOGA COUNTY OFFICE OF PROCUREMENT & DIVERSITY)

NAME OF SBE SUBCONTRACTOR \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

AREA CODE ( ) TELEPHONE \_\_\_\_\_

\*\*\*\*\*NOTE: SBE MUST BE A COUNTY CERTIFIED SBE\*\*\*\*\*

THE UNDERSIGNED HEREWITH AGREES TO SUBCONTRACT WITH THE ABOVE NAMED BIDDER FOR THE ABOVE SAID SERVICE(S) OR  
SUPPLY(IES) TO BE FURNISHED TO THE COUNTY.

SBE SUBCONTRACTOR'S NAME \_\_\_\_\_ TITLE \_\_\_\_\_  
(TYPE OR PRINT)

SBE SUBCONTRACTOR'S SIGNATURE \_\_\_\_\_  
(DATE OF SIGNATURE)



## GOOD FAITH EFFORT CERTIFICATION

(Must be submitted with bids NOT meeting SBE goal or requesting full or partial waiver)

Pursuant to the requirements for bidders under the SBE Program, and in consideration of the privilege to submit bids/proposals funded, in whole or in part, by Cuyahoga County,

I/We, (\_\_\_\_\_), (\_\_\_\_\_) of (\_\_\_\_\_)   
 Name(s) of Person(s) Signing Below Title(s) Company Name

attest that I/We have exercised the following good faith efforts in addition to my/our regular and customary solicitation process: (Check ALL that apply and complete as indicated)

- ☐ I/We are requesting a FULL/PARTIAL WAIVER of the SBE Participation Goal for the following reason(s): \_\_\_\_\_

☐ I/We are a non-profit agency and are requesting a FULL WAIVER of the SBE Participation Goal. (Please submit proof)

☐ I/We have contacted OPD or website to obtain a list of SBEs appropriate to the bid/proposal.

☐ I/We delivered written notice to available certified SBEs for each potential subcontracting or supply category in the contract AND all potential subcontractors or vendors which requested information on the contract.

☐ I/We have provided all potential subcontractors or vendors with adequate information as to plans, specifications, relevant terms and conditions of the contract, bonding requirements, and the last date and time for receipt of price quotations.

☐ I/We have attended the pre-bid/proposal conference.

☐ I/We have provided a written explanation for rejection of any potential SBE subcontractor or vendor to OPD, where price competitiveness is not the reason for rejection.

☐ I/We have actively solicited, through sending letters, emails or initiating personal contact, SBEs in all feasible and appropriate categories providing subcontracting opportunities for the contract under consideration.

☐ I/We have utilized the services of available community organizations and associations, contractors' groups, and trade associations known to publicize contracting and procurement opportunities, for the purpose of obtaining assistance in the contacting and recruitment of SBEs for the Cuyahoga County contract under consideration.

☐ I/We have conducted discussions with interested SBEs in good faith, and provided the same willingness to assist SBEs as has been extended to any other similarly situated subcontractor.

☐ I/We have taken steps to ensure that all labor supervisors, superintendents, and other on-site supervisory personnel are aware of and carry out the obligation to maintain a non-discriminatory work environment, free of harassment, intimidation and coercion at all construction sites, offices and other facilities to which employees are assigned to work.

If applicable, identify all SBEs contacted to participate that declined or were not chosen:

1. \_\_\_\_\_  
Name of Subcontractor/Vendor Address Phone  
\_\_\_\_\_  
Name of Contact Date of Offer to Participate Bid Amount Date Offer Declined

Reasons Given for Declining \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. \_\_\_\_\_  
Name of Subcontractor/Vendor Address Phone  
\_\_\_\_\_  
Name of Contact Date of Offer to Participate Bid Amount Date Offer Declined

Reasons Given for Declining \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. \_\_\_\_\_  
Name of Subcontractor/Vendor Address Phone  
\_\_\_\_\_  
Name of Contact Date of Offer to Participate Bid Amount Date Offer Declined

Reasons Given for Declining \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Make additional copies to extend list of SBE contacts if needed)

I/We affix my/our signature to this document to attest that I/We have exercised the above-indicated Good Faith Effort to promote SBE participation on the Bid/Proposal and Contract under consideration and to comply fully with the provisions of the Cuyahoga County Small Business Enterprise Program.

\_\_\_\_\_  
Printed/Typed Name of Company Official Date

\_\_\_\_\_  
Signature (Must be Original) Title of Company Official

\_\_\_\_\_  
Full Company Name Mailing Address

\_\_\_\_\_  
Area Code/ Phone Number City, State, Zip

\_\_\_\_\_  
Notary Public My Commission Expires

PLEASE NOTE: Failure to properly complete and submit SBE-1, SBE-2 and SBE-3 (if applicable) will result in bids/proposals being ruled non-responsive.

John Doe February 1, 2008  
(Original Signature of Company Representative Identified Above) (Date)

**SBE SUBCONTRACTOR PARTICIPATION PLAN**  
(MUST be submitted for EACH SBE Subcontractor Proposed)

**SBE-2**  
**RQ# XXXXX**

(A) Total Amount of Overall Contract Bid/Proposal \$ 500,000

Check One:

Service Contract ☐

Supply Contract ☐

Construction Contract ☒ X

Business Name of Prime Bidder ABC Company, Inc.

Address 111 Main Street

City Anywhere State Ohio Zip Code 44000

Telephone (216) 555-5555 E-Mail abccompany@yahoo.com

Firm Owned by: ☒ X Majority ☐ Minority (specify: \_\_\_\_\_) ☐ Female

(B) Amount to be Subcontracted to SBE: \$ 100,000 Percent of Total Overall Contract Bid [(B)/(A)]: 20 %

Scope of Work Provided By SBE: Electrical Contracting Services

Prime Bidder's Name: John Doe Title: President/Owner  
(Type or Print)

Prime Bidder's Signature: John Doe Date: February 1, 2008  
(Date of Signature)

**SBE SUBCONTRACTOR TO BE UTIZIED**  
(Must be certified by the Cuyahoga County Office of Procurement & Diversity)

Name of SBE: Electrifying Electric Company

Address: 456 Main Street, Anywhere, OH 44000

City Anywhere State Ohio Zip Code 44000

Area Code ( 216) Telephone 555-5551

\*\*\*\*\*NOTE: SBE MUST BE A COUNTY CERTIFIED SBE\*\*\*\*\*

The undersigned herewith agrees to subcontract with the above named bidder for the above said services(s) or supply(ies) to be furnished to the County.

SBE Subcontractor's Name: Tom Edison Title: President/Owner  
(Type or Print)

Prime Bidder's Signature: Tom Edison Date: January 23, 2008  
(Date of Signature)

### GOOD FAITH EFFORT CERTIFICATION

(Must be submitted with bids NOT meeting SBE goal or requesting full or partial waiver)

Pursuant to the requirements for bidders under the SBE Program, and in consideration of the privilege to submit bids/proposals funded, in whole or in part, by Cuyahoga County,

I/We, ( John Doe ), ( President, Owner ) of ( ABC Company, Inc. )  
Below Title(s) Company Name Name(s) of Person(s) Signing

attest that I/We have exercised the following good faith efforts in addition to my/our regular and customary solicitation process: (Check ALL that apply and complete as indicated)

- ☒ I/We are requesting a FULL/PARTIAL WAIVER of the SBE Participation Goal for the following reason(s): We are requesting a partial waiver of the SBE Goal as we were only able to meet 20% of the 25% goal. We were unable to find an SBE to meet the additional 5% required.
- ☐ I/We are a non-profit agency and are requesting a FULL WAIVER of the SBE Participation Goal.
- ☒ I/We have contacted OPD or website to obtain a list of SBEs appropriate to the bid/proposal.
- ☒ I/We delivered written notice to available certified SBEs for each potential subcontracting or supply category in the contract AND all potential subcontractors or vendors which requested information on the contract.
- ☒ I/We have provided all potential subcontractors or vendors with adequate information as to plans, specifications, relevant terms and conditions of the contract, bonding requirements, and the last date and time for receipt of price quotations.
- ☒ I/We have attended the pre-bid/proposal conference.
- ☒ I/We have provided a written explanation for rejection of any potential SBE subcontractor or vendor to OPD, where price competitiveness is not the reason for rejection.
- ☒ I/We have actively solicited, through sending letters, emails or initiating personal contact, SBEs in all feasible and appropriate categories providing subcontracting opportunities for the contract under consideration.
- ☒ I/We have utilized the services of available community organizations and associations, contractors' groups, and trade associations known to publicize contracting and procurement opportunities, for the purpose of obtaining assistance in the contacting and recruitment of SBEs for the Cuyahoga County contract under consideration.
- ☒ I/We have conducted discussions with interested SBEs in good faith, and provided the same willingness to assist SBEs as has been extended to any other similarly situated subcontractor.
- ☒ I/We have taken steps to ensure that all labor supervisors, superintendents, and other on-site supervisory personnel are aware of and carry out the obligation to maintain a non-discriminatory work environment, free of harassment, intimidation and coercion at all construction sites, offices and other facilities to which employees are assigned to work.

If applicable, identify all SBEs contacted to participate that declined or were not chosen:

1. Perfect Plumbing Company 222 Main Street, Anywhere, OH 44000 216-555-5553  
Name of Subcontractor/Vendor Address Phone  
Paul Perfect January 15, 2008 \$25,000 (5%) January 18, 2008  
Name of Contact Date of Offer to Participate Bid Amount Date Offer Declined

Reasons Given for Declining Has other commitments at this time and is unable to work with us.

2. Dan's DuctWork Company 333 Main Street, Anywhere, OH 44000 216-555-5554  
Name of Subcontractor/Vendor Address Phone  
Dan Handy January 18, 2008 \$25,000 (5%) January 19, 2008  
Name of Contact Date of Offer to Participate Bid Amount Date Offer Declined

Reasons Given for Declining They are no longer providing the required sub-contracting service as part of its business.

3. Dave's Landscapes Inc 444 Main Street, Anywhere, OH 44000 216-555-5556  
Name of Subcontractor/Vendor Address Phone  
Dave Curbappeal January 16, 2008 \$25,000 (5%) January 17, 2008  
Name of Contact Date of Offer to Participate Bid Amount Date Offer Declined

Reasons Given for Declining Has other commitments at this time and is unable to work with us.

(Make additional copies to extend list of SBE contacts if needed)

I/We affix my/our signature to this document to attest that I/We have exercised the above-indicated Good Faith Effort to promote SBE participation on the Bid/Proposal and Contract under consideration and to comply fully with the provisions of the Cuyahoga County Small Business Enterprise Program.

John Doe  
Printed/Typed Name of Company Official

February 1, 2008  
Date

John Doe  
Signature (Must be Original)

President, Owner  
Title of Company Official

ABC Company, Inc.  
Full Company Name

111 Main Street  
Mailing Address

216-555-5555  
Area Code/ Phone Number

Anywhere, OH 44000  
City, State, Zip

Nancy Notarious  
Notary Public

December 31, 2010  
My Commission Expires

PLEASE NOTE: Failure to properly complete and submit SBE-1, SBE-2 and SBE-3 (if applicable) will result in bids/proposals being ruled non-responsive.