

Request for Proposal

**REQUEST FOR PROPOSAL
FOR
PROFESSIONAL OPERATIONS MANAGEMENT CONSULTANT SERVICES**

Westside Market



CITY OF CLEVELAND

Mayor Frank G. Jackson

Issued by the Department of Public Works

Schedule of Critical Dates:

- | | |
|---|------------------------|
| 1. Proposal is due at Public Works: | 3:00 PM EST March 13th |
| 2. Pre-Proposal Conference: | 3:00 PM EST Feb 28th |
| 3. Last Day to Submit Provider Questions: | 3:00 PM EST March 6th |

LATE PROPOSALS WILL NOT BE ACCEPTED

**THE WEST SIDE MARKET
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BACKGROUND

November 2, 1912, The West Side Market (the “Market”) opened to replace the Pearl Street Market, located on the opposite corner since 1840. As Cleveland’s oldest continuously operating public-owned Market and anchor to the historic Ohio City neighborhood.

In 2008, the Market was designated as one of “*10 Great Public Places in America*,” by the American Planning Association and continues to offer an authentic and culturally diverse shopping experience. The West Side Market celebrated its Centennial in 2012.

Today the Market continues as the home to nearly 90 independent businesses offering an array of artisan cheeses and meats, bakeries, local produce, prepared foods, specialty items, and international flair.

STATEMENT OF NEED

This 107-year-old public Market today is a City of Cleveland asset and key part of Cleveland’s thriving food scene. Our objective is to support its historic past while positioning it for growth in the future. Although iconic, the Market has experienced the ebb and flow of most long-term institutions. It has embraced as many as 1.8 million visitors annually. However, over the past 10 years the market has suffered a considerable decline in shopping foot traffic which has impacted sustaining businesses. As a result of this, some of businesses have closed.

Ohio City is a community which has expanded its residential development by leaps and bounds. Therefore, the Market must elevate its image and enhance its products and services to meet the needs of its local footprint while continuing to support local and international constituents.

From a retail perspective, the industry has changed significantly. To thrive in today’s competitive market, a retailer must operate in new ways, providing customers with holistic, engaging and more personalized experiences beyond the traditional purchasing. This includes creative restructuring of the facility space, incorporating mobile and online shopping options to support convenience, and incorporating effective loyalty programs to build long term connections with consumers. The other side of retail reveals the changing behaviors and needs of shoppers amid increased competition with new and creative traditional and nontraditional grocers, online ordering and deliveries. Thinking outside of the box and cultivating

strategic collaborations between the vendors, Market, City of Cleveland and any Community Partners while enhancing the Market's competitive advantage with goals is a must.

The outcome of this engagement will position the City of Cleveland to implement the final roadmap designed to provide a world class customer experience through a diverse vendor pool, with superior products and services supported by strong management of the market.

The evaluation and ranking of proposals will consist of two phases. For the first phase, a review committee will rank and score the proposals based upon the evaluation criteria. From the highest scoring proposers, the City will create a short list of up to four Proposers to proceed to the second phase. This phase includes an oral presentation of the Proposers' qualifications, proposed services, and capabilities, as well as questions from the evaluation team.

This RFP does not obligate the City to complete the selection and contract award process. The City reserves the right to accept or reject any and all proposals; request additional information from any or all proposers to assist the City in its evaluation process; amend or withdraw this RFP prior to the announcement of the selected firm and award the proposed services in whole or in part, to one or more firms. In case of an amendment to the RFP, all Proposers will be provided with a copy of any such amendment(s) and be afforded the opportunity to revise their Proposals in response to the RFP amendment.

Proposals will be accepted up until 3:00 PM EST, March 13 2020. Proposals must be mailed to:

PROFESSIONAL OPERATIONS MANAGEMENT CONSULTANT SERVICES

Department of Public Works
Attn: Michael Cox, Director
500 Lakeside Avenue 3rd Floor
Cleveland, OH 44114

SCOPE OF SERVICES

The Department of Public Works (Public Works) is seeking an Operations Management consultant (the “Consultant”) to assess the operational documents (see appendix) and develop an action plan with the goal of driving change at the market. This plan shall include but not limited to the creation of a new scorecard to track progress of the initiatives listed in the approved strategic plan. These must be met to secure the foundation of being a successful premier public market.

Specifically, the selected Consultant(s) will facilitate the development of the following services;

1. Administrative

- Create a process to evaluate vendor performance and vendor selection.
- Create and establish of a tool to manage vendor performance and provide an accessible tool to receive customer feedback and evaluate customer satisfaction

2. Entrepreneurial Growth & Recruitment

- Develop recommendations on efficient and diverse vendor recruitment
- Develop recommendations on the mix of products and services to strengthen the markets appeal
- Analyze the role of the Market as a business incubator and identify the specific services required to support the success of vendors
- Develop recommendations on creative revenue streams while encouraging repeat customers visits.

3. Facilities Management and Capital Planning

- Review Westside Market Capital Plan specifically to focus on how customers will access products, services and events.
- Review and assess the day to day maintenance practices of the facilities and provide recommendations on ways to increase efficiency, streamline project coordination and enhance communication with vendors and outside departments.

4. Encourage Community Engagement, Outreach and Bridge Building.

- Review and assess the WSM 2019 Community Survey and 2019 Marketing Plan. This includes creating tools to measure impact on customer satisfaction going forward as these recommendations are implemented.
- Provide a plan on how the Market can enhance its strategic relationships while adhering to its core mission.
- Engage in collaborative partnerships with community partners (i.e. RTA, VA, Hunger Network, Cleveland Restoration etc.).

DESIRED QUALIFICATIONS

The Operations Management Consultant (“Consultant”) should possess the following characteristics to be successful partner to The West Side Market.

- A strong understanding and experience with the local culture, history, and personality of Cleveland.
- Experience developing, managing, and executing strategic and operational plans and have strong relationship in the market/supermarket industry.
- Experience and knowledge of the Cleveland food scene, retail industry and other public markets.
- Significant experience and knowledge of market operations
- Strong relationships and experience with city government, corporate and non-profit management and best practices.
- Experience and knowledge of tenant and landlord relations and leasing management.
- Knowledgeable in all aspects in facility management.
- The ability to not only consult, but to deliver on producing and developing measurable plans and outcomes.

APPENDIX

1. WSM Strategic Plan 2018-2022
2. Facility Assessment & Redevelopment Opportunities Report
3. WSM Collaborative Public Relations and Marketing Plan 2019
4. WSM 2019 Community Survey
5. Sample of Current Tenant Lease Agreement
6. Tenant Association Structure and Bylaws

Part 1 -Qualifications and Resource Factors Proposed

1.1.1 The successful contractor shall during the term of the agreement if any, shall keep in force, Commercial General Liability Insurance in an amount of not less than the amount of \$1,000,000.00, including the City of Cleveland as an additional insured. Bidders must provide proof insurance naming the City of Cleveland an additional insured and at the time of award.

The Service Provider, only as a result of negligence committed by or through its owners, agents, employees, subcontractors and assigns, will repair or pay for the repair of any property damage that occurs in the course of providing the contracted service. The repairs are to be completed in a timely manner and the workmanship and materials used in the repair should meet or exceed those conditions that existed prior to the damage.

1.1.2 The Service Provider will make no claim against the City because of estimates or statements made by an officer or agent of the City may prove to be in any respect erroneous. Current lists and service levels are subject to change from day to day and the City cannot guarantee the complete accuracy of the information contain herein. The failure or omission of any Service Provider to examine any form, addendum, or other document will in no way relieve him of any obligations with respect to his invitation to bid or the contract.

1.1.3 At the expense of the Service Provider, the Service Provider will obtain and maintain insurance throughout the term of the agreement. All insurance will be by insurers acceptable to the City and authorized to do business in the State of Ohio.

1.1.4 This contract is subject to the City of Cleveland's Fair Employment Wage ordinance, Chapter 189 of the Codified Ordinances of the City of Cleveland, Ohio (1976), which requires, among other things, that unless specific exemptions apply, Covered Employers, as defined, under contracts with the City of Cleveland shall provide payment of a minimum level of compensation to employees.

Part 2 -Subcontracting and Assignment

2.1.1 None of the work or services covered by the agreement will be subcontracted without the prior written approval by the City and the Board of Control. All work or services subcontracted hereunder will be specified by written contract or agreement and will be subject to each provision of the prime contractor's agreement with the City. The Service Provider is to provide with its submitted bid package a list of all proposed subcontractors.

2.1.2 The Service Provider will not assign any interest in the agreement, and will not transfer any interest in the same, whether by assignment or notification, without the prior written consent of the City.

Part 3 -RESPONSIBILITIES OF THE CITY

3.1 Services By The City

3.1.1.1 It is agreed that certain services by the City are essential to the Service Provider's successful performance of the services under this contract. These services by the City will include:

3.1.1.2 City Representative; The City will designate a City employee who will have authority to transmit instructions, receive information, and enunciate City policies and decisions.

3.1.1.3 Information Requests: Making available, for the use of the Service Provider, reasonable requests of all existing information in the possession of the City that may be pertinent to the performance of the work under this Contract.

3.1.1.4 Written Determinations: Responding within a reasonable time to the Service Provider's requests for written decisions and determinations pertaining to the work so as not to delay the work.

3.1.1.5 Notifications: The City will endeavor to notify the Service Provider whenever the City becomes aware of any event, occurrence, condition, or circumstance that the City believes may substantially affect the performance of services under this Contract.

3.1.1.6 Cooperation: Assist and cooperate with the Service Provider to assure that the Service Provider's work can be executed in a timely and effective manner, which will be limited to that actual.

3.2 Audits, Records to Be Maintained, Access to Records

3.2.1 The Service Provider will maintain account books, records, documents and other evidence directly pertinent to performance and billing of the work under this Contract in accordance with generally accepted accounting practices. The Service Provider will also maintain the financial information and data used by the Service Provider in the preparation or support of cost estimates to the City. The City or its duly authorized representative will have access to such account books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Service Provider will provide proper facilities for such access and inspection. The Service Provider will not charge the City for time spent assisting the City in reviewing said documents.

3.2.2 Audits conducted pursuant to this provision will be in accordance with generally accepted auditing standards. The Service Provider agrees to provide full access to the City all information, reports and records pursuant to this section. Where the audit concerns the Service Provider, the City's representative will afford the Service Provider an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the Service Provider.

3.2.3 The Service Provider will maintain copies of the complete records of the execution of the Agreement, including, but not limited to documents, as necessary to assist in the defense of any legal action claiming liability or neglect of duty which may involve the City. The City will also have access to these records. These records will be maintained for a period of less than three years after the earliest date, which the applicable statutes may establish for the release of potential liability for the services rendered or performed under this contract.

3.2.4 Accounting records as above will be maintained and made available during performance of the work under this Contract for three years from the date Agreement ends. In addition, those records which relate to any appeal, agreement, litigation, or the settlement of claims arising out of such performance or cost, or items to which an audit exception has been taken, will be maintained and made available until three years after the date of resolution of such appeals, litigation, claims, or exception.

Part 4 - Terms and Conditions

4.1 Damages

In the event that the Contractor breaches any provision of this Contract, any damages to which the City is entitled on account of the breach shall be paid to the City on demand, or, at the City's option, may be deducted from sums that are due or may become due to the Contractor.

4.2 Termination

The City shall have the right to terminate this Contract at any time on thirty (30) days, written notice to Contractor if and when by resolution of the Board of Control, the City determines that cause exists and it such termination is in the public interest. Cause shall be defined as failure to meet any of the provisions in the contract.

4.3 Rights and Remedies

All rights and remedies provided in this Contract shall be deemed cumulative and additional and not in lieu of or exclusive of each other or any other remedy available to the City at law or in equity.

4.4 Construction of Contract

All terms and words used in this Contract, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context or sense of this Contract or any section or provision herein may require, the same as if such words had been fully and properly written in number and gender. The headings of sections and paragraphs, if any, to the extent used herein are used for reference only, and in no way define, limit or describe the scope or intent if any provisions hereof. This contract may be executed in any number of counterparts, each of which, when so executed

and delivered, same instrument. This instrument constitutes the entire agreement of the parties on the subject matter hereof and shall not be deemed amended except by a writing signed by the parties.

4.5 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.

The City reserves the right, at its sole discretion, to reject any proposal that is incomplete or unresponsive to the requests or requirements of this RFP. The City reserves the right to reject any or all proposals and to waive and accept any informality or discrepancy in the proposal or the process as may be in the City's best interest.

4.6 Proposal as a Public Record

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

4.7 Term of Proposal's Effectiveness.

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

4.8 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.

4.9 Short-listing

The City reserves the right to select a limited number (a "short list") of Proposer's to make an oral presentation of their qualifications, proposed services, and capabilities.

4.10 Proposer's Familiarity with RFP; Responsibility for Proposal

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

4.11 Interpretation

The City is not responsible for any explanation, clarification, interpretation, representation or approval made concerning this RFP or a Proposal or given in any manner, except by written addendum. The City will mail, e-mail, or

otherwise deliver one copy of each addendum issued, if any, to each individual or firm that requested and received a RFP. Any addendum is a part of and incorporated in this RFP as fully as if originally written herein.

4.12 Confidentiality

The Proposer cannot make use of any information obtained through this Agreement for any activity outside the scope of this project. Proposer will utilize its "best efforts" to protect all information gathered and records developed during the course of this Agreement from examination by unauthorized agencies or persons. Such records include all collected data, forms, provided/developed configuration and topology data, computer files, program listings, manuals, documentation, correspondence files, contract records, and reports. The Proposer shall retain all copies in a secure manner until the project is closed and all documents will be returned to the Department of Public Works. No information, materials or any summary of these materials shall be released to any individual or organization (verbally or in writing) without prior written permission from the Director.

No work involving information furnished under this RFP will be subcontracted without the specific approval of the Director.

In performance of the Agreement, the Proposer agrees to comply with and assume responsibility for compliance by employees with the following requirements:

- All work will be performed under the supervision of the Proposer or the Proposer's responsible employees.
- Any information provided to the Proposer, in any format, will be used only for the purpose of carrying out the provisions of this contract. This information will be treated as confidential and will not be made known in any manner to any person except as may be necessary in the performance of the Agreement.

All information provided to the Proposer shall be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output shall be given the same level of protection as required for the source material.

Part 5 -Cleveland Area Business Code

Requirements During performance of this Agreement, Proposer 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 Proposer'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 Proposer's compliance; and
- Attendance at and participation in all required project meetings, including OEO compliance meetings, and progress meetings called by the contracting department director(s) at key intervals during performance of the contract services.

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

Under the *Cleveland Area Business Code*, the City of Cleveland is firmly committed to assisting Minority Business Enterprises (MBEs), Female Business Enterprises (FBEs), and Cleveland- area small businesses (CSBs) by providing and enhancing economic opportunities to participate in City contracts. The successful Proposer for a contract will be a firm that shares that commitment. Accordingly, a Proposer is strongly encouraged to utilize the services of

qualified MBE/FBE/CSB sub-consultants that are certified by the Mayor’s Office of Equal Opportunity (the “OEO”) in its proposal.

The standard subcontracting goal for professional services contracts is 10% Cleveland Area Small Business (“CSB”) subcontractor participation. Please review the attached Office of Equal Opportunity documents to ascertain the goal for the proposed contract. Proposers are required to make a good-faith effort to subcontract portions of the work to certified Minority Business Enterprise (“MBE”), Female Business Enterprise (“FBE”), and CSB firms, consistent with the subcontracting goal(s) applicable to this RFP.

To document its good-faith effort to utilize certified MBE, FBE and CSB sub-consultants, each Proposer must complete Schedules 1 through 4 found in the *Cleveland Area Business Code - Notice to Bidders and Schedules*. These schedules identify the Proposer’s proposed use of MBE, FBE and CSB sub-consultants on the project, which evidences the Proposer’s good-faith effort to obtain the participation of certified sub-consultants. The Proposer shall submit the completed forms with its proposal and they will be forwarded to the City’s Office of Equal Opportunity for evaluation. Failure to submit complete schedules may result in the rejection of a proposal

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

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

The City Office of Equal Opportunity will monitor participation of MBE, FBE, and/or CSB sub-consultants throughout the duration of the engagement or project. The successful Proposer, as contractor, will be responsible for providing the OEO with all information necessary to facilitate this monitoring.

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

The successful Proposer, as contractor, will be required to comply with all terms, conditions, and requirements imposed on a “contractor” in the following *Equal Opportunity Clause*, Section 187.22(b) of the Cleveland Codified Ordinances, and shall make the Clause part of every subcontract or agreement entered into for services or goods and binding on all persons and firms with which the Proposer may deal, as follows: No Contractor shall discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. Contractors shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. As used in this chapter, “treated” means and includes without limitation the following: recruited whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship, promoted, upgraded, demoted, transferred, laid off and terminated. Contractors shall post in conspicuous places available to employees and applicants for employment, notices to be provided by the hiring representative of contractors setting forth the provisions of this nondiscrimination clause.

Part 6 -Anticipated Proposal Schedule

Public Works anticipates it will - but neither promises nor is it obligated to - process proposals received according to the following schedule:

Event	Dates/Deadlines
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Issue Request For Proposals	2/13/2020
Pre-Proposal Conference	2/28/2020 at 3:00 PM EST
Deadline for Submitting Questions	3/6/2020 at 3:00 PM EST
Deadline for Submitting Proposal	3/13/2020 at 3:00 PM EST

Part 7 -Proposal Qualifications

This solicitation is limited to Proposer organizations who are established service providers and/or qualified contractors who have equivalent deployments (equivalent in terms of functionality, size, applications, modules and number of users) that are in current production use.

- Proposals will not be accepted from Proposer programs that do not meet the equivalency requirements and productive use requirements established in this section
- Proposer will be evaluated on their ability to provide at least three (3) references, and as many other references as are pertinent, up to a maximum of six (6) references, that demonstrate compliance with the requirements of this solicitation for successful delivery performance of Public Markets. References for services provided in North America are preferred. Information that must be supplied for each reference is as follows:
 - Agency and Department
 - Address
 - Point of Contact (Name and Title, Telephone and E-mail)
 - Brief Project/Program overview
 - Date of Contract

7.1 Insurance: 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 ('ies) 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.

7.1.1 Professional liability insurance with limits of not less than \$1,000,000.00 for each occurrence and subject to a deductible for each occurrence of not more than \$50,000.00 per occurrence and in the aggregate, and if not written on an occurrence basis, shall be maintained for not less than two (2) years after satisfactory completion and written acceptance of the services under the contract.

7.1.2 Workers' compensation and employer's liability insurance as provided under the laws of the State of Ohio.

7.1.3 Statutory unemployment insurance protection for all of its employees.

7.1.4 Such other insurance coverage(s) as the City may reasonably require.

Part 8 -Proposal Contents

Proposals shall include the following parts in the below order. Please separate and identify each part by tabs for quick reference. Each proposal should be organized so as to facilitate its evaluation.

The technical proposal Shall Be No Longer Than 30 Double-Sided Printed Pages, excluding appendices.

Page size shall be 8.5 x 11 inches. Font size shall be no less than 12 pt. Tabs, dividers, and appendices are excluded from the page count.

The technical proposal response shall consist of the following sections:

Section 1: Cover Letter and Executive Summary

The Executive Summary should provide a complete and concise summary of Proposer’s experience and ability to meet the requirements of this RFP. The summary should be organized so it can serve as a stand-alone summary apart from the remainder of the proposal.

Section 2: Profile

The Proposer will provide a profile of its organization and all other sub-consultants who will be providing services. At a minimum, the Proposer will provide the following information:

- Number of years in business
- Number of years involved with services as proposed
- Total number of employees
- Number of signed contracts in progress

Section 3: Qualifications

Each Proposer should state in detail its qualifications, and experience, and how its services are unique and best suited to meet the requirements and intent of this RFP. This should include the qualifications of sub-consultants included in the proposal. Proposer may include as much information as needed to differentiate its services and product(s) from other Proposer’s. At a minimum, please include the following:

- A. Staffing: Qualifications must include resumes and description of organizational and staff experience including the Project Manager and key technical staff proposed for the project. Additional resumes are not required unless that resource will likely play a key role in the project.
- B. Organizational and Staff Experience: Proposer must describe their qualifications and experience of the organization as a whole to perform the work described in this RFP. Information about experience should include direct experience with Market Operations or Operations. Relevant experience must be associated with projects completed not more than five years prior to the date of this RFP.

Section 4: List of Representative Projects

Provide a list of at least three (3) equivalent projects that the Proposer has successfully completed within the last five years.

Provide at least three (3) client references (verified name and telephone number) of someone closely familiar with each project and your firm's performance.

Each project description shall be presented in the format consistent with the table below.

PROJECT NAME AND DESCRIPTION
Agency & Department:
Address:
Point of Contact
Verified Telephone Number for Contact
West Side Market Operations Consultant
Date of Contract
Date Program was fully operational

Section 5: Project Management Approach/Project Methodologies

- A. Describe the Methodologies you will employ on this project to meet the deliverables. Describe and/or provide examples of the Deliverables requested in the Scope of Services.
- B. Provide a detailed project work break down structure to include tasks, subtasks, timeline, milestones, work efforts and resource assignments.

- C. Define the technical approach and document project deliverables to address the requirements outlined in the scope.

Section 6: Financial Statements

Any financial statements that would be required will be requested only from those Proposers that are “short-listed”.

Fee Proposal: Proposer should submit its fee proposal for equipment and services in a separately sealed envelope clearly marked on the outside.

There is no limit to the number of pages submitted as part of the fee proposal.

Proposers are required to provide a complete fee proposal of all equipment, hardware, software, maintenance, implementation, and training for the proposed consultant engagement.

All costs are to be expressed in unit cost and total cost to the City. One-time charges and conversion charges must be detailed. Any additional charges above the annual maintenance costs should be listed in detail.

Proposers should differentiate all costs clearly so that they may be properly evaluated without interpretation.

Proposer shall provide a description of any other cost the City might expect to pay.

Part 9 -Required City Forms

Proposer shall complete, execute, and return with its fee proposal the following documents:

- Cleveland Area Business Code – Notice to Bidders & OEO Schedules;
- Federal Form W-9 including Taxpayer Identification Number;
- Non-Competitive Bid Contract Statement for Calendar Year 2015;
- Northern Ireland Fair Employment Practices Disclosure.

Part 10 - Proposal Evaluation

10.1 Proposals shall be evaluated based on the following criteria (not listed in order of importance):

- Capability of the Proposer to Provide Consultancy for West Side Market Operations.
- Proven successful past performance on equivalent projects with other Municipal Government Programs
- Experience, qualifications, professional competence and availability of proposed personnel assigned to the project
- Proposer’s understanding of project scope and goals as well as clarity, completeness and general quality of proposal
- Proposer’s reference and client recommendations
- Written and Oral presentations
- Demonstration of financial resources
- Office location and response time

10.2 Fees will not be considered in the technical evaluation. Proposals shall be evaluated first on qualifications and technical merit. Once rankings are established, the fee submittals shall be considered.

10.3 A firm’s involvement in any current litigation with the City may be taken into account during proposal evaluation.

- 10.4 The ratings are not intended or to be interpreted as a reflection of a Proposer's professional abilities. Instead, they reflect the City's best attempt to quantify each Proposer's ability to provide the services sought by the City and to meet the specific requirements of this RFP, for comparison purposes.

Part 11 - 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.

- 11.1 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 to 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.
- 11.2 Although the City prefers that each Proposer submit only one proposal including all alternatives to the proposal that the Proposer desires 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.
- 11.3 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.
- 11.4 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.

Part 12 - Proposal Checklist

- 12.1 Proposers should be sure to address all of the following areas in their proposal.

12.2 Technical Proposal Submission

- Section 1: Cover Letter and Executive Summary
- Section 2: Profile
- Section 3: Qualifications
- Section 4: List of Representative Projects
- Section 5: Project Management Approach
- 1 Original and 9 Copies submitted
- 1 CD/USB drive with copy of Technical Proposal

12.3 **Fee Proposal and Required Forms (Marked and Sealed Envelope)**

- Non-Competitive Bid Contract Statement for 2015
- OEO Schedules
- Northern Ireland Fair Employment Practices Disclosure
- Federal Form W-9
- 1 Original and 9 copies submitted
- 1 CD/USB drive with Fee Proposal and Required Forms

All forms are available for downloading on the City of Cleveland's website www.city.cleveland.oh.us under the Forms and Publications.