

REQUEST FOR PROPOSAL (RFP)

#4520VP

**Development, Supervision and Management of the
Renovation, Construction and Operation of the
Historic Mather Mansion as a Boutique Hotel**

Euclid Avenue Development Corporation (EADC)

*A not-for-profit 501(c)(3) corporation organized for the benefit of
Cleveland State University*

Proposal Due Date: January 25, 2012

Proposal Due Time: 2:00 PM EST



*Mather Mansion is located at
2605 Euclid Avenue
Cleveland, Ohio 44115*

Due Diligence:

Questions related to this project's RFP should be directed to:

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2121 Euclid Avenue, AC 209
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1. PROPOSAL SCHEDULE

The Euclid Avenue Development Corporation (EADC) will adhere to the following schedule in undertaking the selection process. The schedule is subject to modification at the discretion of the EADC.

Request for Proposal issued:	December 6, 2011
Proposal Deadline:	January 25, 2012
Proposer Interview/Presentations:	February 2012
Selection:	March 2012

2. INTRODUCTION

2.1 Scope of Proposal

EADC is issuing this Request for Proposal (RFP) to solicit proposals from firms with demonstrated success, documented experience and the qualifications to provide development, supervision and management assistance for the renovation of Mather Mansion. EADC is seeking to enter into an Agreement with the Proposer for the purpose of subleasing Mather Mansion to the successful Proposer for the redevelopment of the Mather Mansion into a limited-service hotel facility, and for the management and operation of the facility.

The intent of the EADC is to use the RFP to select a single Proposer to fulfill these requirements. Firms responding should be aware that EADC intends to award a contract as a result of this RFP. Responses should sufficiently address all sections of this RFP in order to enable EADC to ascertain specific costs and benefits to be realized.

The Proposer will arrange for its own funding of the project. It is recommended that the Proposer develop a finance plan that would include, but it not limited to, creative financing using one or more of the following tools:

- a) Historic Tax Credits;
- b) New Market Tax Credits;
- c) Other State or Federal funding opportunities

The above listed suggestions should not be considered to be the only funding sources. Non-traditional support from foundations or other non-profit support may also be considered to be a resource for funding options.

The Proposer's response will need to include a detailed construction proforma and must include all upgrades necessary to meet all applicable code requirements. The estimated budget for this project is in the \$8-to \$10-million range. Construction is to begin First Quarter 2012 for a grand opening in 2013. Therefore, a detailed construction schedule would be required to meet this objective.

The end result of the RFP will identify a Proposer who will be awarded the contract with EADC for the development of the Mather Mansion, and to manage or designate the manager and operator of the limited-service hotel. If the developer chooses to subcontract the management and operation, any management agreement between the developer and the operator is subject to the approval of EADC.

The current need for a limited-service hotel within close proximity of Cleveland State University is market justified.

The overall scope of Services to be provided is illustrated in the General Specifications and will be within existing budget limitation. The use of attached drawings should be considered as preliminary conceptual design and the Proposer is encouraged to further develop this plan.

2.2 Description of Property

2.2.1 Mather Mansion

Mather Mansion was the home of the iron-mining millionaire, Samuel Mather. The style of the house is Tudor Gothic Revival. The 45-room house was completed in 1910 and cost more than one million dollars, the most expensive house ever built in Cleveland at the time. It is one of three mansions remaining from “Millionaires’ Row” on Euclid Avenue. In 1931, the mansion was leased to the Institute of Music. In 1967, Cleveland State University acquired the mansion, and used it to house the African-American Cultural Center and First College. In 1973, the mansion became the first to be included in the National Register of Historic Places. It also is an Ohio historical site and a Cleveland landmark. Currently, Mather Mansion is vacant.

3. GENERAL TERMS AND CONDITIONS – TECHNICAL SPECIFICATIONS

3.1 Terms

a) All Proposers are required to inspect the project site prior to submitting their proposals in order to determine all requirements associated with the Request for Proposal. By submitting the Proposal, the Proposer represents that he/she has visited the site, verified the location of adjacent utilities and easements and examined the surveys of such site, if any, and familiarized, himself with all conditions under which the work is to be performed, and there shall be no adjustment to proposal terms for reason of site conditions, inaccuracy of surveys or other documents submitted to Proposer or mistaken locations of utilities. Failure to inspect will not relieve the Proposer from the necessity of furnishing and installing, without additional cost to EADC, materials and equipment or performing any labor that may be required to carry out the intent of the contract. To make an appointment for a more thorough site visit, please contact:

Edward Schmittgen
Director of Capital Planning & University Architect
Cleveland State University
2121 Euclid Avenue, PS 118
Cleveland, OH 44115
(216) 687-5008
e.schmittgen@csuohio.edu

b) EADC may modify the written RFP, prior to the date fixed for submission of the proposals, by issuance of written addenda to all parties who acquired an RFP. Any supplemental instructions or interpretations of the meaning of the RFP shall be made in the form of a written addenda to the RFP which, if issued, shall be sent to the proposers no later than 72 hours prior to the proposal deadline, excluding Saturday, Sunday and any other University holidays or breaks. Receipts of all addenda must be acknowledged on the PROPOSAL FORM.

c) Proposer questions concerning this RFP must be submitted in writing to:

Edward Schmittgen
Director of Capital Planning & University Architect
Cleveland State University
2121 Euclid Avenue, PS 118
Cleveland, OH 44115

Oral communications with any EADC employee or representative is not binding and in no way shall modify the RFP or the obligation of EADC or the Proposer.

- d) EADC may discuss or negotiate all elements of the proposal with selected Proposer. For purposes of negotiation, EADC may establish a competitive range of acceptable proposals, comprising the highest rated proposals. After the submission of a proposal, EADC will not permit a Proposer to revise its proposal. In conducting negotiations, EADC will, to the extent permitted by law, not disclose any information derived from the proposals submitted by a competing Proposer. If EADC elects to accept a proposal, it will award to the Proposer whose proposal provided the best value to EADC, as determined by the EADC, based upon a thorough evaluation of all factors set forth in this RFP. EADC retains the right to modify the terms and conditions in the Request for Proposal or reject terms and conditions proposed by the successful Proposer prior to the execution of the contract if it, in its sole discretion, deems necessary to ensure a Project satisfactory to it.
- e) Proposals shall remain in effect for a period of 120 calendar days following the specified closing date.
- f) Proposals not confirming to the RFP requirements shall be rejected without further consideration or evaluation. Variations, if any shall be implemented at the sole discretion of EADC, and will apply equally to all prospective proposals. Errors and omissions may be grounds for rejection, may be interpreted in favor of EADC. EADC will have the right to waive formalities.
- g) EADC will consider the selected Proposer to be the sole point of contact with regard to contractual matters.
- h) Any costs incurred by the proposer in preparation of its proposal shall be at "no charge" to EADC.
- i) EADC will not be obligated to return any proposals submitted and such proposals become the property of EADC.
- j) EADC reserves the right to reject any and all proposals for any reason.
- k) All Proposers will submit bid bonds for the value of the project. The winning Proposer will be required to submit a performance bond.

3.2 Conditions

3.2.1 Construction Terms

The Mather Mansion is owned by Cleveland State University and any improvements and/or additions to the building are considered a “Public Improvement” as defined by ORC 4115.04(C), and as such all construction is subject to the Ohio Prevailing Wage regulations. The successful Proposer shall be required to meet regularly with designed EADC officials to review project and construction progress. EADC and/or its representatives shall be given free access to the construction site and facility throughout the period of the contract.

3.2.2 Subcontractors

Prior to entering into a contract, the Proposer shall identify to EADC subcontractors to be used on the project. All contracts entered into with a subcontractor must abide by terms of this RFP and final contract.

3.2.3 Change of Work

EADC, prior to implementation, must approve all changes affecting the scope of the Project in writing. This includes any additions or deletions to the project.

3.2.4 Insolvency

EADC shall have the right to reject any proposal or to terminate any contract entered into at any time in the event the Proposer files a petition in bankruptcy, or is adjudicated Bankrupt; or if a petition in bankruptcy is filed against the Proposer and not discharged within seven to thirty days; or if the Proposer becomes insolvent or makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy law; or if a receiver is appointed for the Proposer of its business.

3.2.5 News Releases

News releases or advertising pertaining to this project RFP shall not be made without prior written approval of EADC. Any contractual agreement entered into as a result of this RFP does not entitle the Proposer to use the trademark, logo, seal, or any copyrighted material of EADC or Cleveland State University whether common law or otherwise.

3.2.6 Indemnification and Insurance Coverage

During the Course of construction and upon completion of the construction EADC will provide “All Risk” builder’s risk insurance sufficient to cover the replacement cost of the building and tenant’s leasehold improvements. Proposer will be named as an additional named insured and loss payee as their interest may appear on such policy.

During the course of construction and upon completion of construction the Proposer will provide “all risk” Commercial Property Insurance covering the full replacement cost of all other building contents including the fixtures, furniture and equipment. Such coverage shall be on an “all risks” basis and EADC will be named as an insured and loss payee as their interests may appear on such policy.

The Proposer shall be required to provide, and shall require their contractors and subcontractors to provide the following insurance:

- a. Worker’s Compensation Statutory Limits
- b. Employer’s Liability in limits of not less than \$500,000

- c. Commercial General Liability \$2,000,000 combined single limit for bodily injury and property damage. Such insurance will include coverage for:
 1. Personal Injury Liability
 2. Blanket Broad Form Contractual Liability
 3. Independent Contractors
 4. Products & Completed Operations
 5. Premises Liability
 6. Owner's and Contractor's Protective Liability Insurance to protect the Owner, their agents, consultants and employees from contingent responsibility and liability arising from operations performed under the contract.
 7. XCU Exclusion Deleted
 8. Sexual Molestation (to be covered once the Project is completed)
- d. Automobile Liability \$2,000,000 combined single limit
- e. Proposer shall also provide Umbrella Liability in limits of not less than \$5,000,000 in excess of their required commercial liability and automobile liability policies.

When any professional services are performed in connection with an agreement, Professional Liability Insurance for the Proposer and its employees and agents (including Architects and Engineers) must be maintained to include coverage for errors, omissions, and negligent acts related to rendering of such professional services with limits not less than \$1,000,000 per claim and \$3,000,000 in the aggregate. Coverage extensions must include contractual liability. When policies are renewed or replaced, any retroactive date must coincide with, or precede commencement of services by Proposer or subcontractor under this Contract. A claims-made policy that is replaced or not renewed must have an extended reporting period not less than two (2) years.

All such policies of insurances shall be written by financially sound companies with an AM Best rating of "A VII" or better. Such companies must be licensed to do business in Ohio, and approved by EADC. Certificates evidencing the required Insurance must be furnished to EADC before the beginning of the construction and at all policy renewals. EADC, Cleveland State University and their Boards of Trustees, officers, employees and agents must be listed as additional insured's on the commercial general liability policy and umbrella liability policy, with language approved by EADC's attorney. Each policy shall require at least thirty (30) days notice to EADC in the event of cancellation.

The Proposer assumes the liability for all losses, damages, (including loss of use), expenses, demands and claims in connection with or arising out of the injury or alleged injury to persons (including death) or damages or alleged damage to property, sustained or alleged to have been sustained in connection with or to have arisen out of the performance of the work and all operations related to this Project by the Proposer, her/his contractors, sub-contractors, and their agents, servants, and employees, including losses, expenses, or damages sustained by EADC or Cleveland State University. The Proposer hereby undertakes and agrees to indemnify and hold harmless EADC; Cleveland State University, their Boards of Trustees, officers, employees, members, managers, and agents; individually and collectively, from any and all such losses, expenses, damages, and claims, shall defend any suit or action brought against them, or any of them, based on any such alleged injury (including death) or damage (including loss of use), shall pay all damages, judgments, costs, and expenses, including attorney's fees, paralegal fees, and expert fees in connection with said demands and claims resulting there from.

3.3 Architectural and Design Considerations

3.3.1 Overall Design Goal

The design, construction and maintenance of the facility shall comply with all applicable federal, state and local government codes and regulations applicable to this type of construction in effect for Cleveland, Ohio. It shall be the responsibility of the successful respondent to identify these codes and ordinances and insure compliance. Mather Mansion is currently listed by the State of Ohio as a historical landmark and therefore, specific considerations will need to be adhered to with the renovation of the mansion.

3.3.2 Standards for Rehabilitation

The Secretary of the Interior is responsible for establishing standards for all programs under Departmental authority and for advising Federal agencies on the preservation of historic properties listed in or eligible for listing in the National Register of Historic Places.

The Standards for Rehabilitation (codified in 36 CFR 67 for use in the Federal Historic Preservation Tax Incentives program) address the most prevalent treatment. "Rehabilitation" is defined as "the process of returning a property to a state of utility, through repair or alteration, which makes possible an efficient contemporary use while preserving those portions and features of the property which are significant to its historic, architectural, and cultural values."

Initially developed by the Secretary of the Interior to determine the appropriateness of proposed project work on registered properties within the Historic Preservation Fund grant-in-aid program, the Standards for Rehabilitation have been widely used over the years—particularly to determine if rehabilitation qualifies as Certified Rehabilitation for Federal tax purposes. In addition, the Standards have guided Federal agencies in carrying out their historic preservation responsibilities for properties in Federal ownership or control; and State and local officials in reviewing both Federal and nonfederal rehabilitation proposals. They have also been adopted by historic district and planning commission across the country.

The intent of the Standards is to assist the long-term preservation of a property's significance through the preservation of historic materials and features. The Standards pertain to historic buildings of all materials, construction types, sizes, and occupancy and encompass the exterior and interior of the buildings. They also encompass related landscape features and the building's site and environment, as well as attached, adjacent, or related new construction. To be certified for Federal tax purposes, a rehabilitation project must be determined by the Secretary to be consistent with the historic character of the structure(s), and where applicable, the district in which it is located.

As stated in the definition, the treatment "rehabilitation" assumes that at least some repair or alteration of the historic building will be needed in order to provide for an efficient contemporary use; however, these repairs and alterations must not damage or destroy materials, features or finishes that are important in defining the building's historic character. For example, certain treatments—if improperly applied—may cause or accelerate physical deterioration of the historic building. This can include using improper re-pointing or exterior masonry cleaning techniques, or introducing insulation that damages historic fabric. In almost all of these situations, use of these materials and treatments will result in a project that does not meet the Standards. Similarly, exterior additions that duplicate the form, material and

detailing of the structure to the extent that they compromise the historic character of the structure will fail to meet the Standards.

The Standards (Department of Interior regulations, 36 CFR 67) pertain to historic building of all materials, construction types, sizes, and occupancy and encompass the exterior and the interior, related landscape features and the building's site and Standards are to be applied to specific rehabilitation projects in reasonable manner, taking into consideration economic and technical feasibility.

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
2. The historic character of the property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.
4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.
6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.
10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

3.3.3 Preservation Zones

The establishment of zones in the renovation process assists in the development of a plan that prioritizes the significance of the building finishes.

3.3.3.1 Preservation Zone 1

Elements that are:

- a) Significant architecturally;
- b) Use not changed significantly;
- c) High degree of integrity;
- d) Great visual interest; and
- e) Character-defining

Elements in this zone that apply to the Mather Mansion are (please see exhibit B for floor plan layouts):

- a) The Den;
- b) Entrance Vestibule;
- c) Living Hall;
- d) Drawing Room;
- e) Library;
- f) Dining Room;
- g) Mrs. Mather's Den;
- h) Billiard Room;
- i) Mr. Mather's Den;
- j) Stair Hall;
- k) Mr. Mather's Bedroom;
- l) Portion of Mrs. Mather's Suite;
- m) Guest Room;
- n) Amasa Stone's Room;
- o) The Ball Room; and
- p) Stair Hall

3.3.3.2 Preservation Zone 2

Spaces and elements that are:

- a) Higher zone originally, but have been altered; and
- b) High level of integrity, but have minimal level of alteration.

Spaces and elements in this zone that apply to the Mather Mansion are (please see Exhibit B for floor plan layout):

- a) Connie and Philip Mather's Bedrooms;
- b) Rear Porch at north end;
- c) Back Stairs and associated hallways; and
- d) Third Floor hallway and the rooms that branch from it

3.3.3.3 Preservation Zone 3

Spaces and elements that are:

- a) Utilitarian in nature;
- b) Non-public;
- c) No architectural detailing; and
- d) Higher zone originally, but have been significantly altered.

Spaces and elements in this zone that apply to the Mather Mansion are (please see Exhibit B for floor plan layout):

- a) Attic areas

3.3.4 Design Standards

Design standards are flexible in nature due to the historic nature of the building (Mather Mansion). Please see Exhibit B as a form of reference as conceptual design only. Further development of plan is encouraged. See Exhibit B.

3.3.5 Construction Considerations

- a) Must be constructed to provide energy efficiency and maintenance efficiency.
- b) Consideration should be given to the integration of the phone service through the internet for voice communications.
- c) The Proposer is to deal directly with the local utility companies and the city of Cleveland, Ohio. The Proposer is responsible for all costs related to providing and connecting utilities to the facility. The University reserves the right to make connection to these utility hookups. All utilities brought to the site must be connected to the existing University-owned utility distribution systems.
- d) All housing units and common spaces shall be wired for cable television.
- e) All housing units and common spaces shall be wired with network data jacks.

3.4 Maintenance of Buildings

The successful Proposer, if taking the management option, must maintain, in good repair, the building and its entire infrastructure. The successful Proposer must perform maintenance and repair work as may be necessary. Special attention must be given to preventative maintenance of heating, air conditioning, and other operating systems to assure maximum efficiency and equipment life. The Proposer shall provide these services or can negotiate a contract with the EADC on a charge basis but should specify their intentions in their proposal. EADC retains the right of first refusal to provide maintenance and operation services.

Mechanical equipment must be maintained in accordance with manufacturer-recommended maintenance requirements. The Proposer must submit a Management Plan, which includes the establishment of a capital repair and replacement reserve, which must be approved by EADC. Remaining balance in reserve shall transfer with the ownership of the mansion.

Buildings and groups must be free of litter and trash and comply with all applicable codes concerning health and safety.

- a) Disposal Services – Proposer to provide for or contract with EADC or other designated contractor
- b) Custodial Services – Proposer to provide for or contract with EADC or other designated contractor

4. GENERAL SPECIFICATIONS

4.1 Scope of Services

- a) The Proposer will provide, subject to EADC approval, management personnel, maintenance, service and custodial workers to manage the operations of the facilities in an effective and efficient manner, if the Proposer chooses this option. The Proposer will have sole responsibility for Mather Mansion. The areas outside the building and up to the building, including landscaping and snow removal will be the responsibility of the Cleveland State University.
- b) The Proposer shall develop a comprehensive renovation project that provides for +/- 30 rooms and a conference/special event facility. It is important to create a building renovation concept that maximizes the number of beds available for occupancy. The design will need to accommodate offices, dining room, library, fitness room, laundry, kitchen, pantry, cooler and trash area; and shall be required to comply with all applicable code requirements for the proposed occupancy (see Exhibit B)
- c) The Proposer should be fully prepared to design, engineer, build, finance, manage and maintain a high quality, limited-service hotel.

4.1.1 Building Services

- a) Custodial (including cleaning and restroom supplies)
- b) Set Ups and Event Support
- c) Pest Control

4.1.2 Maintenance Services

- a) Central Plant
- b) Zone Maintenance (Mechanical/Building)
- c) Utilities – Fiscal year 2001-2003
- d) Preventative Maintenance (Mechanical/Building)
- e) Central Support (Mechanical/Building)
- f) Elevators
- g) Locksmithing
- h) Energy Management
- i) Upholstery Cleaning
- j) Safety/Environmental/Fire Alarm Systems – may tie to existing University systems but need not

4.1.3 Fiscal Services

- a) Management Information System
- b) Computer Network
- c) Material Management
- d) Work Order Control
- e) Financial Management/Reporting
- f) Database Maintenance
- g) Clerical Support
- h) Payroll/Personnel
- i) Communications

4.1.4 Construction Management

- a) In-house Renovations/New Construction Planning
- b) Estimating
- c) Construction Management

4.2 Management Practices

The Proposer will manage the day-to-day operations of the Mather Mansion. The Proposer will create, develop, and implement policies and procedures designed to increase the efficiency and effectiveness of the work force and supervisory staff.

The management and operation of the project shall be the sole responsibility of the Proposer. The Proposer shall not discriminate against any prospective tenant, employee, or applicant for employment because of race, color, age, religion, ancestry, sex, national origin, disability, local custom, sexual orientation, marital status, military status, or for any other reason not mentioned.

The Proposer will create and document operating programs for each operating unit and necessary sub-units. The following information is to be included:

- a) Organization of the operating unit and sub-units
- b) Operating unit staffing, by job classification, keyed to work identification
- c) Updated and approved job descriptions for each job classification
- d) Assignment and responsibilities of individual workers
- e) Operating procedures, indicating information flow, tasks, frequencies, and methods
- f) Equipment, tools, materials, and supply requirements – including basic individual item specifications
- g) Performance standards for the work to be handled by the operating unit
- h) Quality assurance program to ensure compliance with the performance standards
- i) Schedules for work performed infrequently, but on a recurring basis
- j) Description of training requirements, including rosters and records
- k) Procedures for providing relief for absent workers
- l) Evaluation program for employees and supervisory staff

The program implemented by the Proposer shall stress work identification, work force responsibilities, and work force accountability.

4.3 Management Plan

- a) Organization and staffing plan
- b) All plans will comply with occupational, environmental, and fire safety and health regulations at Federal, State, and local levels.

4.4 Management Reporting Requirements

- a) A monthly report will be prepared and submitted to the EADC Administration by the Service Provider. This report will summarize the activity of the Proposer for the fiscal year. Activities shall include the financial performance, training and education programs, quality control, and other areas covered that are the responsibility of a Director of the Proposer.
- b) The Proposer will submit monthly operating reports to the Cleveland State University Assistant Vice President of Campus Support Services, including, but not limited to:

- Work order report illustrating the number of routine maintenance work orders completed, backlog of pending work orders, average response and completion time of work orders;
 - Non-routine report illustrating expenditures for non-routine maintenance repairs, renovations, and replacement items. This report shall illustrate up-to-date cost summaries for each renovation project;
 - Complaint resolution report, illustrating the disposition of complaints by students, faculty and staff, parents, and others;
 - Preventive Maintenance Summary, showing PM work orders scheduled, PM work orders completed, total hours spent on PM, and PM work order backlog;
 - Training summary for supervisors and workers, illustrating subject matter and documented attendance;
 - Other reports as required and requested by the Auxiliary Services Director.
- c) The Proposer must keep all financial records in accordance with generally accepted accounting principles. Documentation to support each action must be filed in a manner allowing it to be readily located. All documentation must be kept for a minimum of three (3) years after Contract expiration.

All disbursements made for the Contract will be only for obligations incurred in the performance of the Contract and must be supported by contracts, invoices, vouchers, and other data as appropriate for such disbursements. All disbursements for the Contract must be for obligations incurred only after the effective date of the Contract, unless specific authorization for prior disbursements has been given in writing by EADC.

During the period covered by this Contract and until three years after Contract expiration, the Proposer will provide the University, its duly authorized representatives, the Federal Government, and any other person, agency, or instrumentality providing the University with financial support for the Contract with access to and the right to examine any books, documents, papers, and records of the Proposer involving transactions related to the Contract.

4.5 Management Personnel

- a) All of the Proposer's employees furnishing services to Mather Mansion shall be deemed employees solely of the Proposer and shall not be deemed for any purposes whatsoever employees or agents of, acting for or on behalf of, the EADC or the University. The Proposer shall perform all services as an independent Contractor and shall discharge all its liabilities as such. No acts performed or representations, whether verbal or written, made by the Proposer with respect to third parties, shall be binding on the EADC or the University.
- b) The Proposer's employment policies shall meet the requirements of the Fair Labor Standards and all other regulations of the U.S. Department of Labor. Proposer must be an "Equal Opportunity/Affirmative Action Employer."

- c) Proposer will provide trained, qualified personnel to perform the duties required in accordance with the Contract and General Conditions and Specifications.

4.6 Management Amenities

4.6.1 Parking

Proposer employees who choose to park on University property will be subject to the same regulations and fees that apply to University employees. University will make parking available in the neighboring parking garage for guests only.

4.6.2 Office and Storage Space

EADC shall provide the use of office and storage spaces in facilities on the University premises to Proposer for the purpose of conducting its support management services. These spaces shall be under the control of Proposer. Locker facilities, if appropriate, shall be available for use by Proposer's employees and agents engaged in the performance of services hereunder. Such use shall include all utilities, including water, sewer, electricity and local telephone services, and shall be provided without cost to the Proposer.

4.6.3 Management Vehicles

Proposer is responsible for providing his own vehicles for use on and off campus. These vehicles must be registered in Ohio and properly insured. Proposer agrees to keep the vehicles clean and well maintained.

4.7 Terms

The project must be self-sustaining. University will not make any rent subsidies for any contracts which may result from a project pursuant to this RFP.

The University will make no financial contribution to the operation of the facilities, other than set forth in the contract of the successful bidder.

All contracts involving the University/Proposer and/or third-party persons shall comply with all Federal, State and local laws, ordinances, rules, regulations and orders. The proposer shall be responsible for compliance with all Federal, State and local laws, ordinances, rules, regulations and orders in the design, construction, operation, maintenance and management of the Project.

5. INSTRUCTIONS TO PROPOSERS

5.1 Availability of Documents

Any document pertaining to this proposal will be available in electronic format. Please email Jack Boyle at J.BOYLEiii@csuohio.edu. Any and all addendums to the project including revised technical requirements and proposal schedule changes will be made available by Jack Boyle.

5.2 Proposal Package

Submit one (1) original (clearly marked as “Original”) and ten (10) hard copies of the Proposal in a sealed package clearly marked with the RFP #4520VP and “Mather Mansion Proposal.”

5.3 Delivery of Proposal Package

The Proposal may either be delivered by hand or sent to Cleveland State University, agent for the Euclid Avenue Development Corporation, through U.S. Mail or other available courier services to the address shown on the Delivery section of the RFP. Include the RFP number on any package delivered or sent to CSU and on any correspondence related to the Proposal. The Proposer remains responsible for insuring that its Proposal is received at the time, date, place, and office specified. EADC and CSU assume no responsibility for any Proposal not so received, regardless of System, or some other act or circumstance. **Proposals received after the time specified in the RFP, will not be considered. All Proposals received after the specified time will be returned unopened.**

All proposals should be sent in attention to Office of Purchasing Services:

For Hand Delivery:	For Mail Delivery:
Timothy J. Long, Associate Vice President	Timothy J. Long, Associate Vice President
Cleveland State University	Cleveland State University
Division of Purchasing	Division of Purchasing
2258 Euclid Avenue, PH118	2121 Euclid Avenue, PH118
Cleveland, OH 44115	Cleveland, OH 44115

Proposals shall be received no later than January 25, 2012 at 2:00 pm (EDT).

5.4 Uniformity

To create uniformity and facilitate the comparison of Proposals, all information must reference the specific section, page number, or other identifier contained in this RFP. The information must also be presented in the same sequence in which it appears within this RFP. EADC reserves the right to waive minor variances.

5.5 Proposal Materials

Upon delivery to IPM, all Proposal material submitted as a result of the RFP shall become property of EADC. Such materials that would expand upon and further define the contractual relationship between EADC and the Proposer should be appended to any formal document. All material submitted would be considered as part of this RFP.

5.6 Addendum

An addendum acknowledgement section must be included for any addendum issued to Proposers prior to the proposal opening date. An authorized Proposer representative must sign all addenda and return them, along with the proposal, on or before the proposal opening date. Failure to do so may be grounds for rejection of the proposal response.

5.7 Proposal Modification

Proposals submitted prior to the proposal opening date may be withdrawn or modified as long as they are received by CSU Division of Purchasing prior to the scheduled opening of the proposal. The Proposer may modify or withdraw the proposal at any time prior to the proposal opening, as long as written notice is received. Verbal communication for this purpose will not be accepted or allowed. Only letters or other formal written requests for modifications to previously submitted proposals will be accepted as long as they are addressed the same as the proposal and received prior to the scheduled proposal opening date. The written request must be received in a sealed envelope with the RFP number and "Modification of Mather Mansion Proposal" clearly marked on the outside of the envelope. No proposal modifications will be accepted after the proposal opening date and time.

A proposal that has been withdrawn may be resubmitted any time prior to the scheduled proposal receipt date provided it is in full compliance with the RFP requirements.

5.8 Period of Firm Proposal

Financial terms of the proposed service must remain firm for a minimum of one-hundred-twenty (120) days following the due date of the Proposal. Firm proposals for periods of fewer than one-hundred-twenty (120) days may be considered non-responsive. The Proposer may choose a period of firm price that exceeds the minimum indicated here. If no period is indicated in the Proposal, the financial terms will be firm until written notice to the contrary is received from the Proposer, unless specified otherwise in this RFP.

5.9 Proposer's Responsibility to Read RFP

The Proposer has the responsibility to read and thoroughly examine the entire RFP document. The Proposer's failure to become fully acquainted with existing conditions relating to the amount of work involved will not be grounds for requesting additional financial considerations.

5.10 Errors and Omissions

It is expected that the Proposer will comply with the true intention of this RFP taken as a whole. The Proposer shall not take advantage of any errors or omissions to the detriment of the required services. The Proposer shall immediately notify EADC, in writing, should any discrepancies, errors, or omissions in the instructions or specifications be suspected. EADC shall address any such issues with written instructions to be followed. The Proposer is responsible for the contents of its Proposal and meeting the requirements in the RFP.

5.11 RFP Interpretation

EADC is responsible for the interpretation of the wording of this document; that interpretation is final.

5.12 Confidentiality

From the issue date of the RFP until the opening date, the Proposer is not permitted to make available or discuss its Proposal, or any part of it, with any agent or employee of EADC. Proposal materials marked proprietary, confidential, trade secret, or similarly, as well as any other part of the Proposal, can be protected no further than the extent permitted by Ohio Law.

5.13 Use of Subcontractors

The Proposer must clearly identify any subcontractors it intends to use to perform any of the services described in this RFP. The Proposer must provide a description of which portion(s) of the

services will be subcontracted, the names and addresses of the potential subcontractors, and the monetary compensation each will receive under the proposal.

5.14 Proposer's Responsibility for Services Provided

It is understood and agreed that the Proposer shall be solely responsible for all services it proposes.

5.15 Taxpayer Identification Number

The Proposer is required to include its Taxpayer Identification Number (TIN).

- *Individuals and sole proprietors* will enter their social security number. *Other entities* will enter their employer identification number. Federal Employer Identification Numbers (FEINs) cannot be used for sole proprietorships.
- If the Proposer does not have a TIN, one must be applied for immediately. Individuals are required to complete Form SS-5, Application for a Social Security Number. The form can be obtained from a local Social Security Administration office. All other entities are required to complete Form SS-4, Application for Employer Identification Number. This form can be obtained from a local office of the Internal Revenue Service.

5.16 Contract Debt Certification

The Proposer certifies that it is not barred from being awarded a contract with a State Agency. Statute prohibits any bidder from submitting a bid or entering into a contract with a State Agency if that bidder is knowingly delinquent in any payment of debt to the State, or the bidder certifies it has entered into a deferred payment plan to resolve the debt. The Proposer also certifies that the University may void any resulting award of the Bid/RFP should the certification be deemed false.

5.17 Travel and Expense

The selected Proposer will be responsible for any travel or per diem expenses required to respond to this RFP and until contract is awarded.

6. EVALUATION PROCEDURE AND CRITERIA

6.1 Proposal Acceptance

EADC has the right to reject any or all Proposals, or any part thereof, to waive informalities, and to accept the Proposal perceived to be in the best interest of EADC.

6.2 Proposer Qualifications

A Proposer must demonstrate that it or its designated manager/operator has the financial resources, personnel, management and operational experience necessary for the successful operation of the services specified in this RFP. A Proposer must demonstrate success with other development projects of a similar nature, providing favorable recommendations from former clients. A Proposer's financial solvency is mandatory.

6.3 Proposer Presentations

EADC reserves the right, but is under no obligation, to request and require a formal presentation of a Proposal, by its Proposer, at a time and date to be determined. Should such presentation be required, a two (2) hour time frame is anticipated. No Proposer will be entitled to receive any information pertaining to presentations of any other Proposer, or be present for such presentations.

6.4 The Right to Inspect

EADC reserves the right to thoroughly inspect and investigate the qualifications of the Proposer and any proposed subcontractors, including, but not limited to, the establishment, facilities, business reputation, and equipment. This right will continue throughout the life of any Contract that may result from this RFP. EADC may reject any Proposal, regardless of cost to EADC, if it has been determined that the Proposer lacks any of the essentials to assure acceptable standards of performance.

6.5 Evaluation of Proposals

An evaluation team will assess all Proposals. EADC will determine the selection of the proposals based on this evaluation. The Proposal deemed most advantageous to EADC will be selected. Factors considered in the award will include cost and the following factors presented in the RFP:

6.5.1 Needs and Expectations

- a) Compliance with RFP requirements and specifications;
- b) Design and overall land use;
- c) Financial benefit to EADC; and
- d) Development Schedule.

6.5.2 Experience and Qualifications

- a) Adequate financial resources;
- b) Successful development projects of similar nature;
- c) Experience and expertise in such projects exhibited by the project team; and
- d) Positive recommendations from former clients.

6.5.3 Other

- a) Proposer must be able to comply with the requirements of the RFP, to the extent that the services meet EADC needs;
- b) Any other relevant factor that a private business would consider while selecting a Proposer;
- c) Proposers utilizing State of Ohio contractors will be given preference; and
- d) All expenses/fees submitted must reflect the prevailing wage for the City of Cleveland.

7. PROPOSAL FORMAT AND CONTENTS

The Proposer must provide a Program Plan to support its Proposal. This Program Plan should describe the programs, assumptions, commitments, and expectations of the Proposer in providing the services required by EADC. The Program Plan should also include reporting commitments and specific suggestions regarding communication, planning, and performance review.

7.1 Proposal Format

The proposal must be submitted in the format outlined in the following sections, with each section and appendices completed in full.

7.1.1 Cover Letter

7.1.2 Table of Contents

7.1.3 Summary of Proposal Information

The Proposer must include a detailed summary of the overall approach to the development of the project.

7.1.4 Contractor Preferences

EADC strongly encourages all Proposers to use local (in-state) contractors within their proposals.

7.1.5 Experience and Qualifications

The Proposer must provide the following information:

1. The names, address, telephone, fax number, financial statements of the business entity and primary contact person of the company.
2. Resumes and/or background information and experience of key management and operational staff who will be assigned to provide service outlined in the RFP, including but not limited to:
 - a. Technical training and education
 - b. General experience
 - c. Specific experience with services being requested
 - d. Qualifications and abilities to perform the services being requested
3. An Organizational staffing plan for the personnel who will perform the services outlined in this RFP. The name, address, telephone number, name(s) or principal(s) assigned to negotiate for Proposer and the individual who shall manage the construction of the project. If the Proposer is a corporation, limited liability company, partnership, or limited partnership, the Proposal should include the names of the principals, officers, and directors, members and managers, partners or general partners, including a brief description of the participation of each. If the Proposer is a subsidiary or affiliate or parent, the same information shall be given for the parent, affiliate or subsidiary as the case may be.
4. Provide a statement of qualifications for all professional consultants and contractors. Include a list of projects of similar size and scope and resumes of key personnel. In order to be considered firms must be:
 - a. Licensed to practice in the State of Ohio.
 - b. Registered and authorized to do business in the State of Ohio.

5. If applicable, the company's branch office addresses, telephone numbers, fax numbers, and contact persons, noting the branch office that would be used to provide the services outlined in this RFP.
6. Three (3) references of current clients, including company name, address, telephone number, fax number, primary contact, and type of services the company is performing for these clients. NOTE: The Proposer certifies that it is empowered to use the names of references it provides and agrees that EADC may contact these references.
7. Three (3) recent references for contracts that were not renewed or were cancelled, if applicable, including company name, address, telephone number, fax number, primary contact, and type of services the company was performing at the time of nonrenewal or cancellation. NOTE: The Proposer certifies that it is empowered to use the names of references it provides and agrees that EADC may contact these references.
8. The company's most recent Annual Report and its financial statements for the past three (3) fiscal years, including Balance Sheets and Statements of Revenue and Expenses, or other documentation that demonstrates financial solvency.
9. Company background, including years in business, volume of clients, number of employees, areas of expertise, and a list of relevant services the company provides.
10. Outline of the preventative maintenance routinely performed on equipment that will be used to provide the services being requested.

7.1.6 Maintenance of Building and Grounds Plans

Describe the Proposers maintenance plan for the periodic and major maintenance of the total project building.

1. Interior and Exterior Buildings
2. Mechanical Systems (plumbing, heating and air conditioning)
3. Electrical Systems

7.1.7 Management & Operations Plans

The Proposer shall provide the following information:

1. Indicate staffing plans
2. Staff development plans
3. Rental rates
4. Include model rental agreement
5. Resident manager requirements
6. Activities programming
7. All other pertinent information relative to operation

Provide copies of current operating manuals (to include maintenance standards, billing, methodology, etc.) brochures, etc., defining Proposer's philosophy in the hotel management arena.

7.1.8 Financial Engineering

The Proposer shall:

1. Provide a detailed development and operations budget projection with the appropriate supporting materials and documentation for the projects.
2. Provide a detailed cash flow analysis of revenues and expenses for the time period that you are proposing for the Project. Include year-by-year projections of the following: gross rental income, vacancy rate, net rental income, other income, utility expense, personnel expense, routine maintenance expense, janitorial expense, reserve for major repairs, management fees, debt schedule, insurance expense and EADC land rental fee. Include financing costs and debt service in the cash flow projections. Include assumptions for rental rates, and projected timing and magnitude of rental increases along with an appropriate vacancy factor. Also provide a breakdown of routine operating and maintenance expenses. Provide an estimate of major maintenance expenses over the life of the Project and describe how they will be funded via a maintenance reserve or other mechanism.
3. Provide a guaranteed maximum price for the project.
4. Provide a description of cash and non-cash benefits accruing to the EADC.
5. Provide a detailed construction proforma.

7.1.9 Construction Schedule

1. Provide a detailed project plan listing the critical path and its milestones.
2. Provide for a detailed Change Order Processing plan.
3. List potential obstacles for this type of project and how the Proposer proposes to solve them.

7.1.10 MAFBE

At EADC, we encourage the inclusion in your bid of female, minority and/or EDGE-owned firms.

7.1.11 Vendor Signature

Signed letter of intent for submittal with the complete understanding of the RFP requirements and standards.