



## REQUEST FOR PROPOSALS

***Department of Economic and Community Development  
PARKING MANAGEMENT SERVICES  
(MANAGEMENT OF CITY-OWNED PARKING FACILITIES)***

**DUE DATE:** January 6, 2017 at 3:00 PM ET

**RFP NUMBER:** RFP501CEDPMS

**ACCEPTANCE PLACE:** Patrick A. Duhaney, CPPB  
Chief Procurement Officer  
City of Cincinnati, Division of Purchasing  
805 Central Avenue, Suite 234  
Cincinnati, OH 45202

**Requests for information related to this solicitation should be directed to:**

Annette Gordon, Buyer at: [annette.gordon@cincinnati-oh.gov](mailto:annette.gordon@cincinnati-oh.gov)

Issue Date: December 5, 2016

**NOTE:** The City publishes information on the City of Cincinnati Internet web site at [www.cincinnati-oh.gov](http://www.cincinnati-oh.gov), which includes the Cincinnati Municipal Code (CMC) and the information concerning the rules and regulations governing the City's Small Business Enterprise (SBE) Program and Minority/Women Business Enterprise (M/WBE) Program. Offerors may register as a City vendor online at [www.cincinnati-oh.gov/vss](http://www.cincinnati-oh.gov/vss).

***Please submit one original and four (4) hard copies and one (1) electronic copy of the proposal.***

**REQUEST FOR PROPOSAL  
FROM THE CITY OF CINCINNATI  
(PARKING MANAGEMENT SERVICES)**

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## I. REQUEST

### INTRODUCTION

The City of Cincinnati, Ohio, (hereinafter referred to as "City") is issuing this Request for Proposals (hereinafter "RFP") pursuant to the provisions of the Cincinnati Municipal Code (CMC), Chapter 321 and City Manager Administrative Regulation 23 for Professional Services, from parties, (hereinafter "Offerors"). The Offeror shall provide for the management of City-owned parking facilities for the Department of Community and Economic Development, Division of Parking Facilities.

### GENERAL BACKGROUND AND INFORMATION

The City of Cincinnati Department of Community and Economic Development, Division of Parking Facilities is responsible for the maintenance and daily operations of the City-owned parking facilities (hereinafter "Parking Facilities") known as the following:

- (1) Gramercy Garage
- (2) Town Center Garage
- (3) Broadway Garage
- (4) West Central/McFarland Lot
- (5) Third & Central Lot
- (6) John St. Lot
- (7) L&N Loop Lot

### SCOPE OF SERVICES/SPECIFICATIONS

The Offeror shall be the exclusive manager for Parking Facilities. Normal day-to-day management of the Parking Facilities will be provided by the Offeror's employees, the employees of an affiliate, subsidiary of the Offeror, or Offeror's independent contractor. In general terms, the manager of the Parking Facilities shall operate, manage, and maintain the Parking Facilities solely as a first-class commercial public parking facility with energy, fidelity, diligence, and in full compliance with all terms and conditions of a management agreement to be negotiated. The provisions of the management agreement shall generally conform to the standard management agreement used by the City's Parking Facilities Division, a copy of which may be obtained or viewed by contacting the City's Parking Division Manager (Daniel Fortinberry, 513-352-4526). The City shall have full and complete authority in determining compliance and operating standards and shall enforce those standards to the fullest extent. The City may create policies, procedures, and regulations concerning the operation and use of the Parking Facilities. The manager shall execute the City's policies, procedures, and regulations in all matters related to the operation of the Parking Facilities including, but not limited to, parking fees, operating procedures, audits, security, traffic control, graphics, signage, hours of operation, percentage of monthly and daily patrons, terms and conditions of monthly and daily space rentals, location and priority of space assignments, space markings, manager's personnel assigned to the Parking Facilities, depositing of City revenue, cleaning and maintenance requirements, and customer service policies.

In return for the management services provided, City shall pay manager a management fee and reimburse manager for certain operating expenses.

**All submittals shall respond to all questions in the format requested:**

On Page 1 of the proposal, provide the following information:

1. Name, address, and phone number of firm submitting proposal.
2. Year firm established and former names of the firm if applicable.
3. State in which firm is incorporated (if applicable).
4. Types of services for which firm is qualified to provide.
5. Name of a person who can be contacted and who is authorized to answer questions regarding the firm's proposal.

On Page 2 of the proposal, name the principles of firm along with a brief biography of each highlighting their parking experience. Also provide a brief overview of the management structure of the firm listing the general responsibilities of all levels of management.

On Page 3 of the proposal, name the key personnel who will have responsibility for providing parking management services to the City along with the city in which those key personnel have offices. If known, supply the name of the individual selected to have daily oversight of the Garage and list his/her qualifications.

On Page 4 of the proposal, list the total number of parking facilities operated or managed by firm within a 200-mile radius of Cincinnati. List up to 8 of those parking facilities, naming the city and state, address, number of spaces, name of owner, owner contact person and his/her phone number.

On page 5 of the proposal, list any experience or qualifications that make the firm uniquely qualified to manage the parking facility on behalf of the City.

On page 6 of the proposal, provide information concerning labor costs including wages and benefits paid to employees whether full-time or part-time.

On page 7 of the proposal, outline the hiring procedures and training to be provided to employees assigned to the parking facility.

On page 8 of the proposal, state or outline the company's uniform and grooming policy.

On page 9 of the proposal, state or outline the company's policy for equal employment opportunity.

For pages 10 and 11 of the proposal, assume the following:

1. The City shall be responsible for umbrella liability insurance, electricity costs, property taxes, and capital expenses (repairs or improvements over \$5,000). The Garage manager shall pay all other operating expenses. The City shall reimburse the manager for all substantiated operating expenses charged to the City at actual cost up to an amount agreed to by the parties. No surcharges, mark-up, or processing fees shall be added to the actual costs.
2. The manager shall prepare a daily deposit of revenue. The manager shall arrange for a courier to pick-up the revenue at a location to be determined by the manager.
3. The manager shall be responsible for the performance of the minimal cleaning/maintenance duties listed in the following table:

The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items or services, and shall provide the City prices on such additional items or services based upon a formula or method that is the same or similar to that used in establishing the prices in the proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors.

### PARKING FACILITIES CLEANING/MAINTENANCE GUIDELINES

Maintenance Items	Daily	Weekly	Monthly	Quarterly	Annually	Notes
<b>CLEANING</b>						
• Sweep entrances and exits areas, other public areas	X					
• Sweep curbs and all areas		X				
• Empty trash cans	X					
▪ Cashier booths Sweep floors and dust fixtures Clean sliding window and door tracks Wash walls and ceiling	X	X X				
▪ Parking Garage surfaces – mechanical sweeping			X			
▪ Remove graffiti	X					
▪ Clean signs & graphics			X			
▪ Remove ponding water	X					
▪ Remove trash and debris from landscaping	X					
<b>ELECTRICAL SYSTEMS</b>						
▪ Check light fixtures and exposed conduit		X				
▪ Relamp fixtures	X					
<b>PAINTING</b>						
▪ Check for appearance and touch-up as necessary: Line Stripping, signs, curbs, booths				X		
▪ Re stripe stalls					X	
<b>PARKING CONTROL EQUIPMENT</b>						
▪ Check for proper operation	X					
▪ Check printers legibility	X					
▪ Verify correct time for equipment	X					
▪ Perform preventive maintenance						Per manufacturer
▪ Ticket and journal tape inventory			X			
▪ Fee Display legibility		X				
<b>PLUMBING/DRAINAGE SYSTEMS</b>						
▪ Check for proper operation of drains		X				
<b>SAFETY CHECKS</b>						
▪ Tripping hazards	X					
▪ Fire extinguishers - testing					X	

▪ Verify/update MSDS					X	
▪ Emergency spill material supply			X			
▪ Accident/Incident form availability			X			
<b>SNOW AND ICE CONTROL</b>						
▪ Remove/treat snow and ice	X					

On page 12 of the proposal, outline the management fee to be charged for the operation of the parking facility. Express the amount as a flat monthly fee, as a percentage of gross revenue for a month, as a combination of both, or by another clearly stated formula.

On page 13 of the proposal, provide the cost for the following services:

Category	Annual Cost
Personnel <sup>1</sup>	
Supervision	
Benefits <sup>2</sup>	
Taxes <sup>3</sup>	
Crime and Fidelity Insurance <sup>4</sup>	
Management Fee	
Uniforms	
Administration <sup>5</sup>	
<b>TOTAL</b>	

1. Cost of providing the cleaning/maintenance and attendant services as specified on the previous page. Living Wage (CMC Chapter 317) provisions shall apply to this category.
2. Cost of all benefits provided to all employees.
3. Cost of mandatory payroll taxes, social security, worker's comp, etc.
4. Cost of Crime and Fidelity Insurance to protect against loss due to forgery, employee dishonesty, robbery, theft, or burglary with limits of \$100,000.
5. Fees associated with providing Garage administration, data processing, accounting, reports, documents, invoices, and other related services.
6. Costs share be broken out by individual locations and for all locations (if discount applies).

## TERM

The term of this Agreement shall commence on the effective date of the Agreement and shall be for a period of five (5) years with two (2) one-year renewal options exercised at the discretion of the City.

## QUALIFICATIONS

Offeror must have parking industry expertise in **all** the aforementioned areas of concentration and be able to demonstrate said expertise through documentation, references or through a qualifications interview. Offeror must be able to clearly show ability to analyze the target market, collect appropriate data and develop a professional report, including a presentation

## TIMETABLE

Milestones for the Process are:	Date
1. <u>Release of RFP</u>	12/05/2016
2. <u>Date of Pre-Submission meeting/</u>	12/12/2016
3. <u>Deadline for written questions</u>	12/16/2016
4. <b><u>OFFERORS SUBMIT PROPOSALS</u></b>	<b>01/06/2017</b>
5. <u>City initiates negotiations with preferred Offeror (approx.)</u>	01/18/2017

## QUESTIONS CONCERNING THE RFP

All questions or requests for clarification must be submitted in writing via email no later than December 16, 2016 at 11:00am ET to Annette Gordon at: [annette.gordon@cincinnati-oh.gov](mailto:annette.gordon@cincinnati-oh.gov). Please reference ““**RFP501CEDPMS**”, Parking Management Services Contingency Basis”” in the subject field of the message. Questions received after the designated period may not be considered. Any response made by the City will be provided in writing via Addendum.

Offerors are strictly prohibited from contacting any other City employees or any third-party representatives of the City on any matter having to do with this RFP. All communications regarding this RFP must be made to the City’s contact person, or any other City representatives designated by the Chief Procurement Officer in writing.

The City may hold a non-mandatory pre-submission meeting. If such a meeting is held, the date, time, and location of the meeting will be communicated via an addendum.

## PREVENTING UNFAIR COMPETITIVE ADVANTAGES

Fairness and transparency in the procurement process require that Offerors competing for a specific project do not derive a competitive advantage from having provided services related to the project/contract/work assignment in question. To that end, pursuant to Administrative Regulation No. 62 and the City’s RFP Manual, a firm, and each of its affiliates, hired to provide services for the preparation or implementation of a project shall be disqualified from any subsequent procurement solicitation to provide goods, works, or services resulting from or directly related to the firm’s services for such preparation or implementation, unless an exception is made by the City Manager in writing.

## RFP SUBMISSIONS (Public Records Requirements)

The Offeror shall develop a written response to this RFP structured to comply with Section II of this RFP.

While each proposal will be considered objectively, the city assumes no obligation to accept to take action on any proposal. The City assumes no liability for any costs incurred in preparing or submitting any proposals.

**An original and four (4) hard copies and one (1) electronic copy of the proposal must be submitted to:**

Patrick A. Duhaney, CPPB  
Chief Procurement Officer

City of Cincinnati, Division of Purchasing  
805 Central Avenue, Suite 234  
Cincinnati, OH 45202

All proposals must be submitted in a sealed package. The following notation should be on the sealed package:

**RFP501CEDPMS: MANAGEMENT OF CITY-OWNED PARKING FACILITIES Due January 6, 2017 3:00PM ET**

The **deadline** for responding to this RFP and for submitting all related materials is:

**January 6, 2017 3:00PM ET**

**Late proposals will not be accepted.**

Proposals can be withdrawn at any time, if requested *in writing*, until the deadline date, at which time proposals will be considered firm and become the property of the City and will not be returned. By responding to this RFP, Offerors waive any challenge to the City's decisions.

By submitting this proposal, the Offeror acknowledges that the City is governed by the Ohio Public Records Laws. Notwithstanding any statement to the contrary, the City's handling of any confidentiality obligations are subject to the limitations of this paragraph. Offeror's proposal may be subject to disclosure under the Ohio Public Records Laws. The City shall have no duty to defend the rights of Offeror or any of its agents or affiliates in any records requested to be disclosed. Upon receipt of a public records request, the City will notify Offeror of its intent to release records to the requestor. Contractor shall have a maximum of five (5) business days beginning with the date it receives notification to respond to the City by either accommodating the requestor or pursuing legal remedies to stop the City's release of requested information. Said notification shall relieve the City of any further obligation under any claim of Offeror or any of its agents or affiliates in any jurisdiction in connection with the disclosure of such records. Offeror and its agents and affiliates may pursue legal and/or equitable remedies to stop or limit disclosure at their sole expense.

The Offeror recognizes and agrees that the City will not be responsible or liable in any way for any losses that the Offeror may suffer from the disclosure of information or materials to third parties.

Offerors submitting proposals in response to and consistent with this RFP shall submit the required or miscellaneous forms in accordance with Section IV of the RFP.

## **SELECTION PROCESS AND AWARD CRITERIA**

Selection of a preferred Offeror and subsequent award of contract will comply with City Administrative Regulation No. 23 and the Cincinnati Municipal Code (CMC). The City will award a contract to the successful Offeror considering the total requirements for this procurement and what is "Most Advantageous to the City" in accordance with CMC Chapter 321.

The City's Selection Committee will review and evaluate all properly submitted proposals that are received on or before the deadline. The Selection Committee will submit its finding to the Chief Procurement Officer as to which proposal(s) is/are "Most Advantageous" to the City taking into consideration price and evaluation factors set forth below. The Chief Procurement Officer will review the Selection Committee's findings and will then submit a recommendation to the City Manager who will make the award for the City pursuant to CMC Section 321-65.

- Content and completeness of proposals submitted.
- Advantages and disadvantages to the City which could result from the proposal.
- The fees proposed by the Offeror.
- Demonstrated expertise
- Quality and content of the materials.
- Support services available through the Offeror
- Offeror is a City of Cincinnati-certified SBE, WBE, and/or MBE or is partnered/subcontracting with a City-certified SBE(s), WBE(s), and/or MBE(s).

The City will review each Offeror's proposals to ensure that the Offerors are able to demonstrate compliance with the identified qualifications, criteria, and/or standards by means of the following methods:

- A. The City will verify the prior experience and accomplishments of the Offerors by reviewing reference checks, time in industry, referrals, etc.
- B. The City will ensure that the evaluation criteria are consistent with the information solicited in the Request for Service by reviewing each Offeror's proposal.
- C. The City will consider a firm's location within the Primary Metropolitan Statistical Area (PMSA) as part of the evaluation criteria.

The City reserves the right to ask for additional information and clarification from or about any or all of the Offerors. The City may require selected Offerors to make an oral presentation of their proposals.

**An MBE or WBE may be given up to ten additional preference points in the evaluation of its response to an RFP or RFQ for professional services.**

## **COMPETITION INTENDED**

Competition shall be generated to the maximum extent practicable, including opportunities for SBEs, WBEs, and/or MBEs through the Small Business Enterprise (SBE) Program (CMC Chapter 323) and Minority and Women Business Enterprise Programs (CMC 324) respectively.

Information regarding the City's SBE and M/WBE programs and a directory of certified firms can be found at the following website: <http://www.cincinnati-oh.gov/inclusion/>.

## **PROCESS FOR ENTERING INTO AGREEMENT**

The Offeror(s) whose proposal is/are found to be the "Most Advantageous" to the City of Cincinnati will be offered the opportunity to enter into an Agreement with the City. The scope, terms and conditions of that Agreement shall be in substantial conformance with the terms, conditions and specifications described in this RFP and with the proposal that is submitted by the Offeror whose proposal is found to be the "Most Advantageous" to the City.

The Offeror should be prepared to begin contract negotiations upon submitting a proposal. If the Offeror is not able to begin contract negotiations, the City may disqualify that Offeror.

The City reserves the right to negotiate the Agreement to include any portion or portions of the services covered by this RFP. The City reserves the right to reject any and all proposals in total or by components.

The City reserves the right to make one total award, one award for each section, multiple awards, or a combination of awards, and to exercise its judgment concerning the selection of

one or more proposals, the terms of any resultant agreement(s), and the determination of which, if any, proposal(s) is Most Advantageous to the City, as a result of this RFP process.

### **ADDITIONAL INFORMATION**

The City reserves the right to check all references furnished and consider responses received in determining the award.

The City reserves the right to perform investigations as may be deemed necessary by the City to assure that competent persons will be and are utilized in the performance of the Agreement and to verify the accuracy of the contents of proposals.

The City publishes information on the City of Cincinnati Internet web site at [www.cincinnati-oh.gov](http://www.cincinnati-oh.gov), which includes the Cincinnati Municipal Code.

### **CONTRACTOR REGISTRATION**

The Offeror awarded the contract shall be a registrant under Vendor Self Service (VSS) at time of award. Go to <http://www.cincinnati-oh.gov/vss/> to register.

### **CHANGES AND ADDENDA TO RFP DOCUMENTS**

It shall be the Offeror's responsibility to make the inquiry as to changes and addenda issued. All such changes or addenda shall become part of the contract and all Offerors shall be bound by such changes or addenda.

Offerors may download all addenda and other RFP documents from Open Data Cincinnati and should frequently return to the site to monitor for project-specific updates and addenda.

The link to Open Data Cincinnati is as follows: <https://data.cincinnati-oh.gov>. (Once there simply click on the piggybank icon and then select "Procurement Opportunities and Contract Awards")

**Equal Employment Opportunity Program:** A summary of the City's Equal Employment Opportunity Program is included in the RFP Section III. Equal Employment Opportunity (EEO) Form (DEI147) is provided only for information purposes in the RFP Section IV. It does not have to be signed or returned with Proposals. The successful Offeror will be required to complete the DEI 147 at contract execution.

**Living Wage:** A summary of the City's Living Wage requirements is included in the RFP Section III. The Living Wage Affidavit is provided only for information purposes in the RFP Section IV. It does not have to be signed or returned with Proposals. The successful Offeror will be required to complete this Affidavit at contract execution.

**Non-Discrimination Policy:** A summary of the City's Non-Discrimination Policy is included in the RFP Section IV.

### **OFFEROR'S COVENANT OF NON-DISCRIMINATION**

Pursuant to the City of Cincinnati's policy of non-discrimination, specifically in its purchasing and contracting practices, by signing this proposal and as a condition of contract award, the Offeror covenants, represents and warrants that:

- The Offeror will not discriminate against small business enterprises on the basis of race, ethnicity, gender or disability in the process of contracting, subcontracting and purchasing;
- The Offeror will use good faith efforts to promote opportunities for SBEs and M/WBEs to participate in and compete for opportunities to the extent of their availability and capacity;
- If awarded the contract, the Offeror will submit to ongoing monitoring by and submittal of reports to the City's Department of Economic Inclusion;
- The Offeror will submit to investigations and/or audits by the Department of Economic Inclusion in connection with routine monitoring or as a result of specific allegations of discrimination.

### **MBE and/or WBE SUBCONTRACTING GOAL**

The MBE subcontracting goal for this RFP is **17%**. The WBE subcontracting goal for this RFP is **20%**

Offerors must complete and return with their Proposal the following:

- Form 2003M/WBE: Subcontractor M/WBE Utilization Plan
- Form 2004-1M/WBE: Statement of Intent to Self-Perform
- Form 2004M/WBE: Statement of Intent to Utilize Firms
- Part B: MBE/WBE Participation Affidavit
- Part C: MBE/WBE Participation Waiver Request (If Applicable)

Any proposal that does not include signed Statement of Intent Form(s) and the MBE/WBE Participation Affidavit will be considered non-responsive and will be rejected. The aforementioned forms are included in Section IV of the RFP.

The following form is not required to be submitted with the proposal. The City may require the successful Offeror to submit it at a later time.

- Form 2006M/WBE: Subcontractor Substitution

Offeror is responsible for verifying that each M/WBE to be used on a contract is certified by the DEI as of the proposal due date. The M/WBEs named must be certified to provide the services that they are listed to perform, and the services must be required as part of the work on this contract. A directory of certified W/WBEs is available online at <https://cincinnati.diversitycompliance.com> or at the offices of DEI.

### **VENDORS INELIGIBLE TO CONTRACT OR SUBCONTRACT WITH THE CITY**

The City maintains a list of Vendors Debarred from Contracting or Subcontracting with the City may be accessed at: <http://www.cincinnati-oh.gov/purchasing> or may be furnished in other form upon request to the Chief Procurement Officer. The City will not contract with any firm or person on the list. It is Offeror's responsibility to verify that each subcontractor it proposes to use is an eligible firm or person. The City will not approve a subcontractor whose name appears on the list.

## II. PROPOSALS

### CONTENT AND FORM OF PROPOSALS

The proposal must be signed by a person who has legal authority to contractually bind the Offeror.

The Proposal shall include, but is not limited to, the following and must be presented in the following order:

- A. *What documents are to be submitted? In what order? In a particular format? Will the agency review all the documents? Will the absence, presence, or content of these documents have an impact on the selection of the ultimate contractor?*
- B. *Can the agency minimize the Offerors' time and costs in providing the requested information?*
- C. *Examples of content to be submitted by Offerors:*
  - C.1 *Letter of Proposal Submission*
  - C.2 *Introduction and Executive Summary*
  - C.3 *Company Credentials*
  - C.4 *Staff Credentials*
  - C.5 *Experience in Field*
  - C.6 *Services Provided*
  - C.7 *Itemized Budget for Project*
  - C.8 *Description of commitment to the Small Business Enterprise Program based on portions of work to be performed by City certified SBEs.*

*(you should describe each section as to what information should be included in each category)*

### EXCEPTIONS

The proposal shall include a statement indicating compliance with the Terms and Conditions presented in Section III of this RFP or a statement indicating any exceptions thereto subject to negotiations.

### **III. CONTRACT TERMS AND CONDITIONS**

The Offeror's response to this Request for Proposal (RFP) will be made a part of the contract with the City. Terms and Conditions, substantially in the form contained herein, shall be included in the Agreement between the City and the successful Offeror. In this Section, "Offeror" is referred to as "Contractor."

Unless otherwise stated by the Offeror in the response to this RFP, the Offeror agrees to the following Contract Terms and Conditions, which will become part of the subsequently negotiated contract.

#### **SUBCONTRACTING**

None of the work or services covered by this Agreement shall be subcontracted, except as set forth herein, without the prior written approval of the City of Cincinnati. The City assumes no obligation to pay, and will not pay, a contractor for any work and/or services performed by a subcontractor on the contract prior to the City Manager's approval of that subcontractor. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

In the event the Contractor employs a subcontractor without first securing the required approval of the subcontractor by the City, the City shall have the right to stop payment to the Contractor or withhold any monies due the Contractor until the subcontractor is approved by the City.

The Professional Service Subcontractor Approval Policy and Procedures and the Approval Request Form is available at <http://www.cincinnati-oh.gov/purchasing/> or may be furnished in other form upon request.

The City maintains a list of Vendors Debarred from Contracting or Subcontracting with the City that may be accessed at: <http://www.cincinnati-oh.gov/purchasing> or may be furnished in other form upon request. The City will not contract with any firm or person on the list. It is Contractor's responsibility to verify that each subcontractor it proposes to use is an eligible firm or person. The City will not approve a subcontractor whose name appears on the list.

The City shall neither accept nor be liable for any increase in costs, or other expenses, delay, loss, or subsequent ineligibility to contract with the City, incurred by a contractor as a result of the City rejecting any proposed person, firm, partner, principal, affiliate, subcontractor or supplier that is debarred or suspended after the submission of a bid, proposal, or other communication leading to a contract, but before the approval or award of the contract.

The City shall not unreasonably withhold approval of a subcontractor.

#### **ASSIGNMENT OF CONTRACT**

The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of the City of Cincinnati.

#### **COMPLIANCE WITH LAWS AND POLICIES**

This Agreement is subject to and Contractor shall comply with all statutes, ordinances, regulations, and rules of the Federal Government, the State of Ohio, the County of Hamilton and the City of Cincinnati.

#### **EQUAL EMPLOYMENT OPPORTUNITY**

The Contractor shall be subject to the provisions of the City of Cincinnati Municipal Code

Chapter 325, regarding Equal Employment Opportunity (EEO). The EEO Program requires the Contractor awarded the contract to complete and submit a DEI 147 form. The DEI 147 form is designed to provide an evaluation of the Contractor's policies and practices relating to the extension of equal employment opportunity to all persons without regard to race, religion, color, sex, sexual orientation, gender identification, national or ethnic origin, age, handicap, or Vietnam military service.

Failure to comply with the City's request for submission of the DEI 147 form within ten (10) days of the date of the request will be sufficient cause to reject the proposal due to the Contractor being non responsive.

### **MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE**

This contract is subject to and Contractor shall comply with the provisions of the Minority and Women Business Enterprise (M/WBE) Program contained in Chapter 324 of the Cincinnati Municipal Code. Section 324-99 of the Cincinnati Municipal Code is hereby incorporated by reference into this contract.

The Contractor shall utilize best efforts to recruit and maximize the participation of certified MBEs and WBEs. This includes the use of practices such as dividing large contracts into smaller contracts when economically feasible.

The M/WBEs must be certified under the appropriate City commodity code by the time of the proposal closing.

Information regarding the City's M/WBE program and a directory of certified firms can be found at the following website: <https://cincinnati.diversitycompliance.com>.

### **CONTRACTOR'S COVENANT OF NON-DISCRIMINATION**

Pursuant to the City of Cincinnati's policy of non-discrimination, specifically in its purchasing and contracting practices and as a condition of contract award, we covenant, represent and warrant that:

- We will not discriminate against small business enterprises on the basis of race, ethnicity, gender or disability in the process of contracting, subcontracting and purchasing;
- We will use good faith efforts to promote opportunities for small business enterprises to participate in and compete for opportunities to the extent of their availability and capacity;
- We will submit to ongoing monitoring by and submittal of reports to the City's Department of Economic Inclusion;
- We will submit to investigations and/or audits by the Department of Economic Inclusion in connection with routine monitoring or as a result of specific allegations of discrimination.

## **ONLINE REPORTING**

- A. The Contractor shall provide to the City, prior to commencement of [construction of the improvements][the project][its duties], a report listing all of the contractors and subcontractors for the [construction of the improvements][the project][supplies][services] including information as to owners, dollar amount of the contract or subcontract, and other information that may be deemed necessary by the City Manager. The report must be updated monthly by the 15th. The Contractor shall enter all reports required in this subsection at the City's online reporting site -SubConTrak.com - or any successor site or system the City uses for this purpose. Upon execution of this Agreement, the [Owner][Contractor][Vendor] shall contact the Department of Economic Inclusion to obtain instructions, the proper internet link, login information, and password to access the site and set up the necessary reports.
- B. The Contractor agree to take at least the following affirmative steps:
1. Including qualified MBEs and WBEs on solicitation lists.
  2. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum MBE and WBE participation.
  3. When needs permit, establishing delivery schedules which will encourage participation by MBEs and WBEs.
- C. The Contractor must periodically document its best efforts and affirmative steps to meet the above MBE and WBE participation goals, by notarized affidavits executed in a form acceptable to the City, submitted upon the written request of the City. The City may review records and documentation relevant to the affidavits. If affidavits are found to contain false statements, the City may prosecute the Contractor pursuant to Section 2921.12, Ohio Revised Code.

## **LIVING WAGE PROVISIONS**

This contract is subject to the Living Wage provisions of the Cincinnati Municipal Code (CMC), Chapter 317. The provisions require that, unless specific exemptions apply or a waiver is granted, all employers (as defined) under service contracts shall provide payment of a minimum wage to employees (as defined) as follows:

- For employees expected to work fewer than 1,500 hours on an annual basis on this specific City contract, Contractors shall provide payment of a minimum wage to employees of \$11.73 per hour with health benefits (as defined) or otherwise \$13.23 per hour. Such rate shall be adjusted annually pursuant to the terms of the CMC 317.
- For employees expected to work 1,500 hours or more on an annual basis on this specific City contract, Contractors shall provide payment of a minimum wage to employees of \$15.00 per hour, regardless of whether the employer provides health care benefits

Under the Living Wage provisions, the City shall have the authority, under appropriate circumstances, to terminate this contract and to seek other remedies.

## **PROMPT PAY**

This Agreement is subject to the provisions of Chapter 319 of the Cincinnati Municipal Code, which provides for a "Prompt Payment System."

## **EVALUATION, REPORTS, INFORMATION AND AUDITS**

The Contractor agrees to participate full in all evaluation activities initiated by the City. The Contractor, at such times and in such form as the City may require, shall furnish the City such reports as may be requested pertaining to the work, student participation, course tracking, and services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement. The Contractor shall retain all financial and administration records for a period of three years after the expiration or termination of this Agreement, and shall permit the City or any of its representatives or auditors access to such records.

## **HOLD HARMLESS**

The Contractor shall protect, defend and hold harmless the City of Cincinnati, its agents, employees, and volunteers from any and all loss, claims, expenses, actions, causes of action, costs, damages, and obligations, financial or otherwise, including attorney fees and legal expenses, arising from any and all acts of the Contractor, its agents, employees, licensees, invitees, that result in injury to persons or damage to property.

## **INDEMNIFICATION AND INSURANCE**

The Contractor shall indemnify, defend and save the City, its agents, and employees harmless from and against any and all losses, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character in connection with or arising directly or indirectly out of errors or omissions or negligent acts by the Contractor including by the Contractor's employees and agents in the performance of this Agreement.

The Contractor, at its sole cost and expense, shall procure and maintain Workers Compensation insurance coverage. A copy of a document evidencing such Workers Compensation coverage shall be furnished to the City of Cincinnati prior to commencement of services by the Contractor under this Agreement.

The Contractor, at its sole cost and expense, shall procure and maintain at all times during the term of this Agreement Comprehensive General Liability Insurance (including personal injury) with a combined single limit for personal injury and property damage of not less than One Million Dollars (\$1,000,000) per occurrence.

The Contractor, at its sole cost and expense, shall procure and maintain at all times during the term of this Agreement Automobile Liability (including Non-Owned and Hired Auto Coverage) of not less than One Million Dollars (\$1,000,000) per occurrence.

The Contractor shall have the City named as an additional insured on the Comprehensive General Liability and Automobile Liability Insurance policies, and the policies shall waive subrogation against the City.

The Contractor shall furnish to the City Certificates of Insurance certifying the above types and amounts of insurance. Such Certificates shall include a Notice of Cancellation clause with notification being sent to the City.

## **CONFLICT OF INTEREST**

- A. No officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, nor any immediate family member, close business associate of such officer, employee or agent, or organization which is about to employ any such person, shall have any personal financial interest, direct or

indirect, in the Contractor or in this Agreement, and the Contractor shall take appropriate steps to assure compliance with this provision.

- B. The Contractor agrees that it will not contract with any subcontractor in which it has any personal financial interest, direct or indirect. The Contractor further covenants that no person having any conflicting interest shall be employed in the performance of this Agreement .
- C. The Contractor agrees not to engage in activities on behalf of the City that produce a direct or indirect financial gain for the Contractor other than the agreed-upon compensation, without the City's informed, prior, written consent.

## **CONFIDENTIALITY**

The Contractor, its agents, and its employees, will keep and retain any and all information and records generated under this Agreement in the strictest confidence and will neither use such information or records nor disclose such information or records to anyone without the explicit written permission of the City. The Contractor warrants that it has and will continue to have safeguards in place to assure that such information and records are kept confidential by the Contractor, its agents, and its employees.

## **PROPRIETARY MATERIALS**

The City acknowledges that in the course of performing services, the Contractor may use products, materials, or propriety methodologies. The City agrees that it shall have or obtain no rights in such propriety products, materials, and methodologies except pursuant to a separate written agreement executed by the parties.

The Contractor acknowledges that in the course of performing services for the City, the materials and information produced for the City are the exclusive properties of the City and may not be disseminated in any manner without prior written approval of the City.

## **WARRANTY**

The Contractor warrants that the services to be provided by it hereunder will be performed in a good, timely, and professional manner by qualified staff and in accordance with generally accepted professional practices. The Contractor further warrants that the design and recommended solution are workable and capable of meeting the objective and purpose of the project as described in this RFP.

## **OWNERSHIP OF PROPERTY**

The Contractor agrees that at the expiration or in the event of any termination of the Agreement that any memoranda, maps, drawings, working papers, reports, records, files either electronic or paper and other similar items produced in connection with this Agreement shall become the property of the City and the Contractor shall promptly deliver such items to the City.

## **TERMINATION**

- A. **Termination of Contract for Cause.** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner the Contractor's obligations under this Agreement or if the Contractor violates any of the terms and conditions, covenants or agreements of the Agreement, if no attempt is made to cure the failure within a period of ten (10) days or a longer period specified in writing, the City shall have the right to terminate this Agreement by giving written notice to the Contractor specifying the effective date of the termination, at least five (5) days before such effective date. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City of Cincinnati by virtue of any breach of this Agreement by the Contractor, and the City of Cincinnati may withhold any payments to the Contractor for the purposes of set-off until such time as the

exact amount of damages due the City from the Contractor is determined. Exceptions may be made with respect to defaults of subcontractors.

In the event this Agreement is terminated for cause, all finished or unfinished documents, data, studies, reports, and/or information prepared by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work satisfactorily completed at the date of termination.

- B. Non-Performance/Periodic Payments.** Any periodic payments from the City specified in this Agreement will be contingent upon performance of contractual obligations to date, including the proper receipt of supporting receipts, invoices, reports, statements, or any other supporting information as required by the City in this Agreement. In addition to having the right to terminate the Agreement, if the Contractor fails to satisfactorily meet any one of the Agreement obligations, the City may not approve periodic payments to the Contractor and/or may file liens as may be necessary against the Contractor's assets or future assets, until the Contractor satisfactorily fulfills its obligations under the Agreement or satisfactorily reimburses the City for any prior payments. The City also reserves the right to seek any other legal financial remedies as necessary pursuant to any damages the City may have encountered through the Contractor's default on any of the Agreement obligations until all or part of the City's prior payments have been recouped as the City deems appropriate, but such recoupment shall not to exceed the total amount of any prior payments. The City also reserves the right in the event of non-performance of this Agreement to prohibit any future or limited contractual relationships with the Contractor either directly or indirectly.

If the Contractor terminates this Agreement after the work has begun, the City shall not be required to compensate the Contractor for services/work not fully completed.

- C. Termination for Convenience of City.** The City may terminate this Agreement by giving thirty (30) days notice in writing from the City to the Contractor. If this Agreement is terminated by the City as provided, the Contractor will be compensated per ODOT CMS 108.09.
- D. Alternatives to Termination.** In the event the Contractor fails to fulfill the terms and conditions of this Contract in a timely and diligent manner, the City reserves the right, at its sole option, as an alternative to termination of the Contract, to reduce the services required herein of the Contractor and reduce the project budget in a manner which reflects such a reduction, by giving notice of such in writing, stating the date such reduction will become effective.

## **INDEPENDENT CONTRACTOR**

Contractor shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the City. Contractor shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder and all persons performing the same and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any. Nothing herein shall be construed as creating a partnership or joint venture between the City and Contractor. No person performing any of the work or services described hereunder shall be considered an officer, agent, servant or employee of the City, nor shall any such person be entitled to any benefits available or granted to employees of the City.

## **CERTIFICATION AS TO NON-DEBARMENT**

Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction covered by this Agreement. Contractor acknowledges and agrees that if it or its principals is/are presently debarred then it shall promptly return to the City any funds received pursuant to this Agreement. In such event, any materials received by the City pursuant to this agreement shall be retained as liquidated damages.

## **WAIVER**

This Agreement shall be construed in a manner that a waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.

## **LAW TO GOVERN**

The Agreement is entered into and is to be performed in the State of Ohio, City of Cincinnati, and Contractor agrees that the law of the State of Ohio shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement.

## **FORUM SELECTION**

Jurisdiction for any claim or lawsuit arising or resulting from this Agreement shall be Ohio courts. The Contractor and its successors and assigns acknowledge and agree that all state courts of record sitting in Hamilton County, Ohio, shall be the exclusive forum for the filing, initiation, and prosecution of any suit or proceeding arising from or out of, or relating to, this Agreement, or any amendment or attachment thereto, including any duty owed by the Contractor to the City in connection therewith.

## **AMENDMENT**

This Agreement may be modified or amended only by a written agreement duly executed by the parties hereto or their representatives.

## **ENTIRETY**

This Agreement and the Exhibits attached hereto contain the entire Agreement between the parties as to the matters contained herein. Any oral representations or modifications concerning this Agreement shall be of no force and effect.

## **SEVERABILITY**

This Agreement shall be severable, if any part or parts of this Agreement shall for any reason be held or unenforceable by a court of competent jurisdiction, all remaining parts shall remain binding and in full force and effect.

#### IV. REQUIRED AND MISCELLANEOUS FORMS

##### REQUIRED AND MISCELLANEOUS FORMS TO BE EXECUTED BY OFFEROR AND SUBMITTED WITH PROPOSAL

- ATTACHMENT 1 – Offeror Corporate and Contact Information
  - Required with Proposal Submission
- ATTACHMENT 2 – City of Cincinnati Living Wage Affidavit
  - Informational Use Only. The successful Offeror may be required to complete this Affidavit at contract execution.
- ATTACHMENT 3 – Affidavit of Accuracy and Signature Page
  - Required with Proposal Submission
- ATTACHMENT 4 – M/WBE Participation Commitment Forms
  - Offerors must complete and return with their Proposal the following:
    - Form 2003M/WBE: Subcontractor M/WBE Utilization Plan
    - Form 2004-1M/WBE: Statement of Intent to Self-Perform
    - Form 2004M/WBE: Statement of Intent to Utilize Firms
    - Part B: MBE/WBE Participation Affidavit
    - Part C: MBE/WBE Participation Waiver Request (If Applicable)
  - The following SBE forms are included in the RFP; however, they are not required to be completed, signed or returned with Proposals.
    - Form 2006M/WBE: Subcontractor Substitution
- ATTACHMENT 5 – Equal Employment Opportunity (EEO) Form (DEI147)
  - Informational Use Only. The successful Offeror may be required to complete this form at contract execution.

# ATTACHMENT 1 TO RFP

## OFFEROR CORPORATE AND CONTACT INFORMATION

The Offeror shall use this document **ONLY** and not substitute another format.

Submittals for this RFP are accepted from single legal entities (e.g., corporation, partnership, sole proprietorship, limited liability company, limited liability partnership). The Offeror's legal entity type, as identified in Attachment 1, **must be in effect at the time of submittal** (as documented in the Affidavit of Accuracy & Signature Page and accompanying documentation of signatory authorization) **and shall be evident if awarded a contract from this competition.**

**Instructions:** Provide the following information about the Offeror to this RFP.

Date: \_\_\_\_\_  
(month, day and year)

LEGAL NAME OF OFFEROR \_\_\_\_\_

**Offeror's City of Cincinnati SBE/MBE/WBE Certification Status** (mark all applicable categories with an X):

- (     )   City of Cincinnati SBE           (     )   City of Cincinnati MBE           (     )   City of Cincinnati WBE
- (     )   City of Cincinnati ELBE           (     )   City of Cincinnati SLBE

**Offeror's Corporate Office** Business Address and Telephone Number

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**Offeror's Local Office** Business Address and Telephone Number

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**Offeror's contact person** who can respond authoritatively to any questions about this submittal:

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Tel.: \_\_\_\_\_

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

Mailing Address: (if different than above) \_\_\_\_\_

**Type of organization** (mark with an X):

- ( ) Corporation            ( ) Sole Proprietor            ( ) Limited Liability Company
- ( ) Limited Liability Partnership            ( ) Other (Specify): \_\_\_\_\_

**1. Organization**

- A. How many years has Offeror been in business performing the work as described in this RFP?
- B. How many years has Offeror been in business under its present business name?
- C. Under what other or former names has Offeror operated?
- D. If Offeror is a corporation, please indicate:

Date of incorporation: \_\_\_\_\_

State of incorporation: \_\_\_\_\_

President's name: \_\_\_\_\_

Vice-President's name(s): \_\_\_\_\_

Secretary's name: \_\_\_\_\_

Treasurer's name: \_\_\_\_\_

- E. If Offeror is a partnership, please indicate:

Date of organization: \_\_\_\_\_

Type of partnership (if applicable): \_\_\_\_\_

Name(s) of general partners: \_\_\_\_\_

\_\_\_\_\_

F. If Offeror is a sole proprietorship, please indicate:

Date of organization: \_\_\_\_\_

Name of owner: \_\_\_\_\_

G. If Offeror is a limited liability company, please indicate:

Date of organization: \_\_\_\_\_

Name(s) of managing members: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

H. If the form of Offeror is other than those listed above, describe it and name the principals:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I. Is the Offeror related to another entity as a parent, subsidiary or affiliate?

*(Please indicate answer with an "X")*

Yes ( ) No ( )

If yes, give names and addresses of all affiliated parent and/or subsidiary companies. Indicate which companies are subsidiaries.

J. List the type of work the Offeror customarily performs with its own workforce.

K. List the type of work customarily subcontracted to others.

L. List of geographic area(s) in which the Offeror does business.

**2. Judgments**

A. Has the Offeror or any officer, director or owner thereof had any judgments entered against it/him/her within the past ten (10) years for breach of contracts for governmental or non-governmental work?

Yes ( ) No ( )

B. If yes, provide details on any such judgment.

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**3. Contract Compliance**

A. Has Offeror been found to be in substantial noncompliance with the terms and conditions of any prior contract(s) with the City of Cincinnati?

Yes ( ) No ( )

B. If yes, provide details on any such instance.

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C. Only answer the following question if Offeror has not contracted with the City in the past five (5) years.

Has Offeror been found to be in substantial noncompliance with the terms and conditions of prior contracts with another public body?

Yes ( ) No ( )

D. If yes, provide details on any such instance.

**4. Convictions**

A. Has the Offeror or any officer, director or owner thereof been convicted within the past ten (10) years of a crime related to governmental or non-governmental construction or contracting?

Yes ( ) No ( )

B. If yes, provide details on any such conviction.

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**5. Debarment**

A. Is the Offeror or any officer, director or owner thereof currently debarred pursuant to an established debarment procedure from bidding or contracting by any public body, agency of another state or agency of the federal government?

Yes ( ) No ( )

B. If yes, provide details.

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**6. Contract Execution History**

A. Has the Offeror ever failed to enter into a contract in the past ten (10) years when the Offeror was the selected applicant?

Yes ( ) No ( )

B. If yes, give complete circumstances for each occurrence on a separate sheet(s) of paper.

**ATTACHMENT 2 TO RFP  
CITY OF CINCINNATI  
LIVING WAGE AFFIDAVIT OF COMPLIANCE**

**The undersigned** hereby agrees to pay all covered employees, as defined by CMC 317, Living Wage Ordinance (LWO), a living wage of \$15.00 per hour to all employees who work 1,500 hours or more on an annual basis on this specific City contract. Employees who work less than 1,500 hours on an annual basis on this specific City contract will receive \$11.43 per hour to employees who have health care benefits provided by the employer and \$12.93 per hour to employees not provided health care by the employer. A "covered employee" is the person or persons employed by a "covered employer" to perform the specific services which are covered or funded by the contract with the city. Please check the appropriate boxes:

- All of our employees who work less than 1,500 hours on an annual basis on this specific City contract who have health benefits provided by this company receive an hourly wage that is at least \$11.43 an hour. The employer cost or contribution for family health benefits equals no less than \$1.50 an hour for the average work week of such employees.

Health Care Provider	Plan#
Contact Person	Phone #

- All of our employees who work less than 1,500 hours on an annual basis on this specific City contract who do not have health benefits provided by this company receive an hourly wage that is at least \$12.93 an hour.
- All employees who work 1,500 hours or more on an annual basis on this specific City contract receive an hourly wage no less than \$15.00 per hour, regardless of whether they receive health care benefits.
- We have no employees working on this living wage contract.

<input type="checkbox"/> Contractor	<input type="checkbox"/> Subcontractor	Bid/Contract #
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**In accordance** with Chapter 317-13 (b), LWO, Obligations of Contractors, contractors shall require their subcontractors to comply with the provisions of this chapter.

In accordance with Chapter 317-13(c), LWO, Obligations of Contractors, contractors and subcontractors shall give written notification to each current and new employee, at time of hire, of his or her rights to receive the benefits under the provisions of this chapter.

List names of all joint ventures, partners, subcontractors, or others having any right of interest in this contract or the proceeds thereof (attach additional pages if needed). If not applicable, state "NONE."

Name	Name
------	------

**Name of Company** \_\_\_\_\_ will hereby comply with Chapter 317 of the Cincinnati Municipal Code as stated above.

Print Name	Title
Signature	Date

Personally came before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
he/she \_\_\_\_\_ who acknowledges that he/she executed the foregoing document for the purpose therein contained for and on behalf of said company. In witness whereof, I have hereunto set my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC SIGNATURE  
\_\_\_\_\_  
PRINT NAME  
\_\_\_\_\_  
My commission expires

(SEAL)

**ATTACHMENT 3 TO RFP**

**AFFIDAVIT OF ACCURACY & SIGNATURE PAGE**

The undersigned swears or affirms under the penalty of perjury that the Offeror, its agents, servants and/or employees, to the best of his/her knowledge and belief, have not in any way colluded with anyone for and on behalf of the Offeror to gain an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Offeror, or themselves, to gain any favoritism in the award of any contract resulting from this REQUEST FOR PROPOSALS ("RFP").

The undersigned further swears or affirms, to the best of his or her knowledge and belief, that the information contained in the submittal to this RFP ("Submittal"), all attachments, exhibits and forms, is true and complete, and that the Offeror has not omitted any fact necessary to make the information contained in the submittal to this RFP not misleading.

The Offeror's submittal shall constitute a representation on its part that the Offeror (a) has reviewed and thoroughly understands the scope of work, terms and conditions set forth in this RFP and draft agreement; (b) has made due inquiry to the City as to the existence of any addenda issued in connection with this RFP; (c) is satisfied that it has received any and all such addenda and has taken the contents thereof into consideration when preparing and submitting the Submittal; (d) understands all addenda will be issued via the City website and (d) accepts full and complete responsibility for the receipt of any and all such addenda and waives any claim of mistake or error in this Submittal based upon its failure, in fact, to have received any one or more addenda. The Offeror's failure to receive any addenda shall in no event relieve the Offeror from any responsibility for incorporating the provisions of the addenda into its Submittal. Addenda, upon issuance by City, shall be deemed to have become a part of this RFP to the same extent as if set fourth fully therein.

\_\_\_\_\_  
Full, Legal Name of Offeror

\_\_\_\_\_  
Name of Authorized Representative<sup>1</sup>

\_\_\_\_\_  
Title of Authorized Representative<sup>1</sup>

\_\_\_\_\_  
Signature of Authorized Representative<sup>1</sup>

\_\_\_\_\_  
Date

State of: \_\_\_\_\_

County of: \_\_\_\_\_

Sworn to and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 2013 by

\_\_\_\_\_.

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

Notary Public

<sup>1</sup>Offeror **must** attach documentation of signatory authorization appropriate to the Offeror's legal entity type, as identified in Attachment 1. Such documentation includes: corporate resolution (for corporations); operating agreement indicating authorized signatory(ies) (for LLCs); partnership agreement setting out who can act for the partnership (for partnerships).

**MBE AND WBE PARTICIPATION  
COMMITMENT FORMS**

Name of Bidder (Proposer) \_\_\_\_\_

Address \_\_\_\_\_

Contracting Agency: \_\_\_\_\_

Contract (Project) Title: \_\_\_\_\_

Contract Number: \_\_\_\_\_

Bid Due Date: \_\_\_\_\_

**The MBE goal is \_\_\_\_\_ %    The WBE goal is \_\_\_\_\_ %**

**THIS PACKAGE OF MBE AND WBE PARTICIPATION  
COMMITMENT FORMS IS DUE WITH THE BID.**

FOR MORE INFORMATION OR ASSISTANCE WITH THESE FORMS CONTACT:

Department of Economic Inclusion  
Two Centennial Plaza, Suite 610  
805 Central Avenue  
Cincinnati, Ohio 45202  
(513) 352-3144

## PART A: INSTRUCTIONS

The requirements of C.M.C. 324 – Minority and Women’s Business Program are a part of this contract and are incorporated by reference. **THE FAILURE OF ANY BIDDER, CONTRACTOR OR SUBCONTRACTOR TO COMPLY WITH C.M.C. 324 AND THE IMPLEMENTING REGULATIONS SHALL BE A BREACH OF CONTRACT.**

Highlights of the City’s MBE/WBE program are noted below. A complete copy of C.M.C 324 and the implementing regulations are available on the website at: [www.cincinnati-oh.gov/inclusion](http://www.cincinnati-oh.gov/inclusion) or at the Department of Economic Inclusion.

### 1. **BID REQUIREMENTS**

Bid must include a commitment to utilize MBEs and WBEs at a percentage that equals or exceeds the contract goals indicated in the contract specifications. Bidder must submit the following completed documents **WITH THE BID**:

**Form 2003M/WBE: Subcontractor M/WBE Utilization Plan**

**Form 2004-1M/WBE: Statement of Intent to Self-Perform**

**Form 2004M/WBE: Statement of Intent to Utilize Firms**

**Part B: MBE/WBE Participation Affidavit**

**Part C: MBE/WBE Participation Waiver Request** (to be completed and submitted by Bidder if unable to meet the participation goals)

Any bid that does not include signed Statement of Intent Form(s) and the MBE/WBE Participation Affidavit is non-responsive and will be rejected.

Bidder must keep a record of its efforts to obtain MBE and WBE participation.

The following form is not required to be submitted with the bid. It may be required by the City of the successful bidder at a later time.

**Form 2006M/WBE: Subcontractor Substitution**

### 2. **VERIFYING CERTIFICATION**

**Bidder is responsible for verifying that each MBE and WBE to be used on a contract is certified by the Department of Economic Inclusion (DEI) at bid opening. The MBEs and WBEs named must be certified to provide the services that they are listed to perform, and the services must be required as part of the work on this contract.** A directory of certified MBEs and WBEs is available online at <https://cincinnati.diversitycompliance.com> or at the offices of DEI.

### 3. COUNTING MBE AND WBE PARTICIPATION

a) Participation of M/WBE's

**A business enterprise that is certified as both an MBE and WBE (M/WBE) may not be counted toward both the MBE and WBE goals for the same project.** The bidder must select the goal to which the business enterprise is to be counted. (C.M.C 324-17(a))

b) Credit for Self-Performance

A bidder that is an MBE or WBE may count up to 100% of the dollar value of the work it intends to perform with its own forces toward the applicable MBE or WBE goal. **Intentions to count self-performance toward the MBE or WBE goal must be indicated on Form 2004-1M/WBE: Statement of Intent to Self-Perform.**

c) Commercially Useful Function

The bidder may count toward the contract goals only expenditures to MBEs and WBEs that perform a commercially useful function in the execution of the contract. Commercially useful function means the performance of real and distinct work for which the business enterprise has the skill, expertise and actual responsibility to perform, manage and supervise.

d) Joint Ventures

A bidder may count toward the contract goal the portion of its expenditure to a joint venture that is equal to the percentage of the MBE or WBE participation in the joint venture. The MBE or WBE member of the joint venture must have an interest in the control, management, risks and operation of the joint venture commensurate with the member's percentage of ownership. The MBE or WBE member of the joint venture must be responsible for a clearly defined portion of the work to be performed, equal to its share in the ownership, control and management of the joint venture.

e) Subcontracting by MBE or WBE

A bidder may not count toward its contract goal any agreement with a certified MBE or WBE subcontractor who intends to subcontract more than 10% of the dollar amount of the services to be performed under its agreement with the bidder. This restriction does not apply to MBE's or WBE's contracts for the purchase of materials, equipment or supplies that are incidental to the performance of services under its agreement with the bidder.

f) Manufacturers and Suppliers

Manufacturers – A bidder may count toward the contract goal its entire expenditure to a certified MBE or WBE that manufactures the goods supplied.

Supplier/Wholesaler – **Only 25% of the payment to a certified MBE or WBE supplier that is a wholesaler warehousing the goods supplied can be counted toward the contract goal.**

g) Insurance Companies and Travel Agents

A bidder may count toward the contract goals only the fees or commissions charged by an MBE or WBE insurance company or travel agent

h) Financial Institutions

A bidder may count toward the contract goals only the fees charged and earned by an MBE or WBE financial institution.

i) Non Affiliation

A bidder may not use an MBE or WBE to meet a contract goal if the bidder has a financial interest in, has an interest in the ownership or control of, or is significantly involved in the operation of the MBE or WBE.

4. **WAIVER REQUESTS**

If a bidder is unable to comply with a contract goal, the bidder may submit a waiver request with the bid. The waiver request must be made on the MBE/WBE Participation Waiver Request Form. A waiver will not be granted unless the waiver request includes documentation that demonstrates good faith efforts to meet the goals.

5. **SUBSTITUTION OF MBE OR WBE**

The Department of Economic Inclusion must approve substitution of an MBE or WBE specified at bid opening. Any unjustified failure to comply with this requirement is a material breach of contract. Subcontractor substitution requests must be made on Form 2006M/WBE.



**City of Cincinnati  
SUBCONTRACTOR M/WBE UTILIZATION PLAN  
Solicitation Reference No. RFP501CEDPMS**

Form 2003-1M/WBE  
(SUBMIT WITH  
BID/PROPOSAL)

THIS DOCUMENT MUST BE ACCURATELY COMPLETED, SIGNED AND SUBMITTED WITH THE BID OR PROPOSAL

PROCUREMENT DESCRIPTION:	DATE SUBMITTED:	TOTAL CONTRACT VALUE \$:
COMPANY NAME:	FEDERAL TAX ID#:	ADDRESS/TELEPHONE:

**THE ABOVE NAMED COMPANY PROPOSES TO USE THE SERVICES OF THE FOLLOWING LISTED FIRM(S) DEMONSTRATING SUFFICIENCY TO MEET OR EXCEED THE MANDATORY SUBCONTRACTING PARTICIPATION LEVEL. THE BIDDER MUST LIST ALL SUBCONTRACTORS, REGARDLESS OF AMOUNT OR SERVICE. FAILURE TO COMPLETE THIS FORM WITH ALL THE PERTINENT- REQUESTED INFORMATION (AS INDICATED IN EACH COLUMN) MAY CAUSE A BID TO BE DETERMINED AS NON-RESPONSIVE FOR SBE/M/WBE REVIEW PURPOSES.**

Name/Address/Telephone	Federal Tax ID#	Describe Exact Type Of Work /Supplier	Subcontract Dollars	Subcontract Percentage	MBE or WBE	FOR OFFICE USE ONLY (SBE CALCULATION)

I certify that the above information is true to the best of my knowledge. The company acknowledges and agrees that if awarded the contract the information provided on this Form 2003 shall be incorporated into the terms and conditions of the final contract between the City and the Company. I acknowledge and agree that any changes to the above information must be submitted in writing on the Substitution Form 2006 and approved in advance by the City.

Signature	Title	DATE
-----------	-------	------



**City of Cincinnati**  
**SUBCONTRACTOR APPROVAL REQUEST**  
 Statement of Intent to Utilize Firms

FORM 2004M/WBE  
 Revised 08/07/15

**Solicitation Reference No. RFP501CEDPMS**

**THIS FORM MUST BE COMPLETED AND SUBMITTED TO CONTRACT OFFICER AFTER BID OPENING BUT PRIOR TO CONTRACT AWARD.**

**INFORMATION RECORDED HEREIN WILL BE INCORPORATED IN THE AWARDEES' CONTRACT.**

PROJECT NAME			CONTRACT NO.
City Agency Administering Contract	Contact Person	Phone No.	
Requesting Contractor	Federal Tax ID	Address	Zip Code
Authorized Representative	Title	Phone No.	
Prime Contractor (If not the same as above)	Federal Tax ID	Address	Zip Code
Prime Contractor E-Mail Address			

**SUBCONTRACTOR**

SUBCONTRACTOR	Federal Tax ID	Address	Zip Code
Authorized Representative	Title	Phone No.	Fax No.
E-Mail Address	Is MBE or WBE certified by the City of Cincinnati?		YES <input type="checkbox"/> NO <input type="checkbox"/>

ITEM NUMBER	DESCRIPTION OF WORK	SUBCONTRACT'S CONTRACT AMOUNT \$	% OF TOTAL CONTRACT PRICE	ESTIMATED START DATE	COMPLETION DATE
<b>Total Value of Work</b>					

**SIGNATURES**

SUBCONTRACTOR	DATE
Requesting Contractor	DATE
Prime Contractor (If not the same as above)	DATE
Contract Administering Agency	DATE
Inclusion Manager	DATE
Director of Economic Inclusion	DATE



**City of Cincinnati**  
**SUBCONTRACTOR APPROVAL REQUEST**  
**Statement of Intent to Self-Perform**  
**Solicitation Reference No. RFP501CEDPMS**

**FORM 2004-1M/WBE**  
 Revised 08/07/15

**THIS FORM MUST BE COMPLETED AND SUBMITTED TO CONTRACT OFFICER AFTER BID OPENING BUT PRIOR TO CONTRACT AWARD.**  
**INFORMATION RECORDED HEREIN WILL BE INCORPORATED IN THE AWARDEES' CONTRACT.**

PROJECT NAME	CONTRACT NO.		
Self- Performance to be counted toward the MBE _____ or WBE _____ goal. <i>(Check One)</i>			
Requesting Contractor	Federal Tax ID	Address	Zip Code
Authorized Representative	Title	Phone No.	
Prime Contractor E-Mail Address			

ITEM NUMBER	DESCRIPTION OF WORK	SUBCONTRACT'S CONTRACT AMOUNT \$	% OF TOTAL CONTRACT PRICE	ESTIMATED START DATE	COMPLETION DATE
<b>Total Value of Work</b>					

## SIGNATURES

Contract Administering Agency	DATE
Specialist Initial	DATE
Director of Economic Inclusion	DATE



City of Cincinnati  
**SUBCONTRACTOR SUBSTITUTION**  
**Solicitation Reference No. RFP501CEDPMS**

Form  
 2006MBE  
 Revised  
 7/20/15

THIS FORM MUST BE COMPLETED AND SUBMITTED TO THE DIRECTOR OF ECONOMIC INCLUSION PRIOR TO TERMINATING THE CONTRACT OF A MINORITY OR WOMAN BUSINESS ENTERPRISE AFTER THE BIDS HAVE BEEN SUBMITTED OR CONTRACT HAS BEEN AWARDED. INFORMATION RECORDED HEREIN WILL BE INCORPORATED IN THE AWARDEES' CONTRACT.

Company Name: \_\_\_\_\_ Project Name: \_\_\_\_\_

Address: \_\_\_\_\_ Date Submitted \_\_\_\_\_

\_\_\_\_\_ will be substituted for \_\_\_\_\_ to perform work on  
 (*Name of Subcontractor/Supplier*) (*Name of Subcontractor/Supplier*)

the above project as (check one):  a partnership;  a corporation;  sole proprietorship;  a joint venture.

\_\_\_\_\_ will enter into a formal agreement for the work upon approval by the **City of Cincinnati**.  
 (*Subcontractor/Supplier*)

ITEM NUMBER	DESCRIPTION OF WORK	SUBCONTRACT/P.O. PRICE	% OF TOTAL CONTRACT PRICE	START DATE	COMPLETION DATE
<b>Total Value of Work</b>					

Prime/General Contractor:

Signature of Company Representative \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Federal Tax ID#: \_\_\_\_\_

Subcontractor/Supplier:

Signature of Company Representative \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Federal Tax ID#: \_\_\_\_\_

Economic Inclusion ____ Approved ____ Denied  <b>Signature:</b> _____
---

**PART B: MBE/WBE PARTICIPATION AFFIDAVIT**

The Undersigned authorized representative of Contractor does hereby make the following Affidavit: Contractor has read the Bidder Information and Instructions regarding the MBE/WBE Program. Contractor acknowledges the MBE goal of \_\_\_\_% and the WBE goal of \_\_\_\_% for this contract. Contractor has achieved the following participation:

MBE-\$\_\_\_\_\_ or \_\_\_\_\_% and WBE-\$\_\_\_\_\_ or \_\_\_\_\_%

of the total contract amount which is \$\_\_\_\_\_.

My firm has made good faith efforts to achieve the MBE and WBE participation goals for this contract. I understand that, if awarded the contract, my firm must submit to the Department of Economic Inclusion (DEI) copies of all executed agreements with the MBE and WBE firms being utilized to achieve the participation goals and other requirements of C.M.C. 324. I understand that these documents must be submitted prior to the issuance of a notice to proceed.

I understand that, if awarded the contract, my firm must submit to the DEI canceled checks and any other documentation and reports required by DEI verifying payments to the MBE and WBE firms utilized on the contract.

I understand that, if awarded this contract and I find that I am unable to utilize the MBEs or WBEs identified in my Statements of Intent, I must substitute other certified MBE and WBE firms to meet the participation goals. I understand that I may not make a substitution until I have obtained the written approval of DEI.

I understand that, if awarded this contract, authorized representatives of the DEI may examine, from time to time, the books, records and files of my firm to the extent that such material is relevant to a determination of whether my firm is complying with the MBE and WBE participation requirements of this contract.

I do solemnly declare and affirm under the penalty of perjury that the contents of the foregoing Affidavit are true and correct to the best of my knowledge, information and belief.

\_\_\_\_\_  
Contractor Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Print Name and Title

Sworn and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

**PART C: MBE/WBE PARTICIPATION WAIVER REQUEST FORM**

Name of Bidder (Proposer) \_\_\_\_\_

Address \_\_\_\_\_

Contracting Agency: \_\_\_\_\_

Contract (Project) Number and Title: \_\_\_\_\_

Bid Due Date: \_\_\_\_\_

**Goals on this contract.....**MBE: \_\_\_\_\_% **and** WBE: \_\_\_\_\_%

**I have achieved.....**MBE: \_\_\_\_\_% **and** WBE: \_\_\_\_\_%

I have contacted DEI for assistance: \_\_\_\_\_Yes      \_\_\_\_\_No *(Check One)*

Number of MBE firms contacted: \_\_\_\_\_ *(Attach a list of names.)*

Number of WBE firms contacted: \_\_\_\_\_ *(Attach a list of names.)*

Explain why waiver is being requested:

Attach documentation of your good faith efforts to secure, contact and negotiate with MBEs and WBEs, including:

- (1) The reasons your company is unable to secure sufficient MBE/WBE participation to meet the stated goals
- (2) The efforts made by your company to select portions of the contract to be performed by MBEs and WBEs
- (3) For each MBE or WBE that placed a bid that you consider to be unacceptable, a statement that explains the basis for that conclusion

\_\_\_\_\_  
Signature of Authorized Company Representative

\_\_\_\_\_  
Date

**ATTACHMENT 5**  
**FORM DEI 147**

**CITY OF CINCINNATI**  
**EQUAL EMPLOYMENT OPPORTUNITY**  
**PROGRAM**

**Adopted by Ordinance Nos. 331-1999 and 235-2013.**

This form is designed to provide an evaluation of your policies and practices relating to the extension of equal employment opportunity to all persons without regard to race, religion, color, sex, sexual orientation, gender identity, or national origin.

Ordinances of the City of Cincinnati and the rules and regulations pursuant thereto provide for contract compliance inspection of personnel policies and practices relating to designated contracts with the City including contracts for construction, labor, services, materials, supplies, equipment, leases, loan and concession agreements.

Completion of this Report is one of the steps which demonstrates compliance with the City's Equal Employment Opportunity (EEO) Program. Responsibility for demonstrating compliance with the Program by the contractor and his subcontractor rests with the contractor or subcontractors. Such demonstration is a prerequisite for continued eligibility for bidding on City of Cincinnati contracts. Your company's failure to demonstrate sincere efforts to comply with the City's EEO Program may result in the following action(s) being taken against your company.

- 1) Refusal of all future bids or proposals for any contract with the city or its boards or commissions until such time as the contractor demonstrates that there has been established and there shall be carried out all of the provisions of the program..
- 2) Cancellation of the contract. In a case in which there is substantial or a material violation of the compliance procedures herein set forth or as may be provided for by the contract, appropriate proceedings may be brought to enforce those provisions, including the enjoining, within applicable law, of contractors, subcontractors, or other organizations, individuals or groups who prevent or seek to prevent, directly or indirectly, compliance with the policy as herein provided.

**PROCEDURE**

***You must complete Form DEI 147 prior to award of a bid/contract. You cannot receive an award without having Form DEI 147 approved by the City's Department of Economic Inclusion.***

Please complete and return pages one (1), three (3), four (4) and six (6) to:

Department of Economic Inclusion  
805 Central Avenue, Suite 610  
Two Centennial Plaza  
Cincinnati, Ohio 45202

For further information call: (513) 352-3144

FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION ON FORM DEI 147 WITHIN TEN (10) DAYS OF NOTIFICATION FROM THE DEPARTMENT OF ECONOMIC INCLUSION SHALL BE GROUNDS FOR REJECTION OF YOUR BID/CONTRACT AS BEING **NON-RESPONSIVE**.

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

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

Revised 12/1/2015

### EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

*During the performance of this contract, the contractor agrees as follows:*

- 1. The contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. As used here, the phrase "shall not discriminate" applies without limitation to the following: (1) recruitment, whether by advertising or other means; (2) compensation, whether in the form of rates of pay, or other forms of compensation; (3) selection for training, including apprenticeship; and (4) promotion, upgrading, demotion, downgrading, transfer, laying off, and termination. The contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.*
- 2. The contractor shall, in all solicitations or advertisements for employees, placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, sexual orientation, gender identity, or national origin.*
- 3. The contractor shall furnish all information and reports required by the Department of Economic Inclusion pursuant to Cincinnati Municipal Code Chapter 325, and shall permit access to the books, records, and accounts of the contractor during normal business hours by the Department of Economic Inclusion for the purpose of investigation so as to ascertain compliance with the program.*
- 4. The contractor shall include the provisions of this equal employment opportunity clause in every subcontract, sublease, or purchase order so that such provisions will be binding upon each subcontractor, sublessee, or vendor. The contractor shall take such action with respect to any subcontractor as the City may direct as a means of enforcing the provisions herein, including penalties and sanctions for non-compliance, provided, however, that in the event the contractor becomes involved in or is threatened with litigation as the result of such direction by the City, the City may enter into such litigation as is necessary to protect the interest of the city and to effectuate the EEO program of the city; and in the case of contracts receiving Federal assistance, the contractor or the city may request the United States to enter into such litigation to protect the interests of the United States.*
- 5. The contractor shall file compliance reports at reasonable times and intervals with the City in the form and to the extent prescribed by the Department of Economic Inclusion. Compliance reports filed shall contain information as to employment practices, policies, programs, and statistics of the contractor.*

**POLICIES AND PRACTICES**

The bidder/contractor will indicate his/her willingness to comply with the requirements of the Equal Employment Opportunity Program of the City of Cincinnati by encircling the applicable letters to the left of each item below. The letters are to be interpreted as follows:

A - This is now a practice of the Company/Organization.

B - The Company/Organization will adopt this policy.

C - The Company/Organization cannot or will not adopt this policy. (If "C" is circled state reason. Use separate sheet if additional space is needed.)

It is understood that the Company's/Organization's willingness to participate in the Equal Employment Opportunity Program will be evaluated by the Department of Economic Inclusion. This evaluation will directly influence our decision on the qualifications of each bidder/contractor and is an integral part of your bid/contract.

**ALL QUESTIONS MUST BE ANSWERED.**

Circle One	Items	State Reason if (C) is Circled
A B C	1. The Company/Organization will adopt a policy of non-discrimination, on the basis of race, religion, color, sex, sexual orientation, gender identity, or national origin applicable to employees or applicants for employment in recruitment, compensation, training, upgrading, promotion, demotion, downgrading, transfer, laying off and termination.. An Affirmative Action Plan including goals and timetables will be developed to correct existing deficiencies in the aforementioned areas, if those deficiencies exist.	
A B C	2. The Company/Organization will assign responsibility to one of its officials to develop procedures which will assure that this policy is understood and carried out by managerial, administrative and supervisory personnel.  Official's Name: _____ Title: _____	
A B C	3. The Company/Organization will state its non-discrimination policy in writing and communicate it to the following: a. All employees b. All advertisement and recruitment sources c. All relevant employee organizations including labor unions d. All subcontractors	
A B C	4. If the Company/Organization should need to use recruitment sources such as employment agencies, unions, and schools, these sources will have a policy of referring applicants using the same standards of non-discrimination required by the City's EEO program and as defined in Item #1 above.	

**CITY OF CINCINNATI  
DEPARTMENT OF ECONOMIC INCLUSION  
BIDDER/CONTRACTOR INFORMATION**

\_\_\_\_\_  
Name of Company/Organization (      )  
Telephone Number

\_\_\_\_\_  
Address (Include Room/Suite Number, City, State and Zip Code)

\_\_\_\_\_  
Federal Tax I.D. Number or Social Security Number Name of Company/Organization Contact Person

**CHECK APPROPRIATE BOX BELOW**

- |   |  |
|---|--|
| <input type="checkbox"/> Prime Contractor-Construction          | <input type="checkbox"/> Subcontractor-Construction          |
| <input type="checkbox"/> Prime Contractor-Professional Services | <input type="checkbox"/> Subcontractor-Professional Services |
| <input type="checkbox"/> Prime Contractor-Supplies/Services)    | <input type="checkbox"/> Subcontractor-Supplies/Services     |
| <input type="checkbox"/> Educational Institution                | <input type="checkbox"/> Non-Profit Organization             |
|   | <input type="checkbox"/> Other (Please List)                 |
|   | <input type="checkbox"/> _____                               |

**SEX AND RACE OF MAJORITY BUSINESS OWNER  
(MAJORITY OWNER HAS THE MOST PERCENTAGE OWNERSHIP OF COMPANY AND CONTROL)  
CHECK APPROPRIATE BOX BELOW**

- |                                 |   |   |                                      |
|---------------------------------|---|---|--------------------------------------|
| <input type="checkbox"/> Male   | <input type="checkbox"/> White            | <input type="checkbox"/> Native Amer./Alaskan   | <input type="checkbox"/> Hispanic    |
| <input type="checkbox"/> Female | <input type="checkbox"/> African American | <input type="checkbox"/> Asian/Pacific Islander | <input type="checkbox"/> Other _____ |

**SEX AND RACE OF BOARD OF DIRECTORS – Non-Profit Organization**

**\*\*\*PUT THE NUMBER OF EACH IN THE APROPRIATE BOX\*\*\***

- |                                 |   |   |                                      |
|---------------------------------|---|---|--------------------------------------|
| <input type="checkbox"/> Male   | <input type="checkbox"/> White            | <input type="checkbox"/> Native Amer./Alaskan   | <input type="checkbox"/> Hispanic    |
| <input type="checkbox"/> Female | <input type="checkbox"/> African American | <input type="checkbox"/> Asian/Pacific Islander | <input type="checkbox"/> Other _____ |

\_\_\_\_\_  
**SIGNATURE OF AUTHORIZED REPRESENTATIVE**

**INSTRUCTIONS FOR COMPLETION OF  
EMPLOYMENT DATA TABLE ON PAGE 6**

1. Enter total number of employees in column one (1) according to job categories as listed below.
2. Enter number of handicapped employees in company's total work force and enter in column two (2).
3. Break down columns three (3) through seven (7) into race/ethnic group of the males and enter totals in column eight (8).
4. Break down columns nine (9) through thirteen (13) into race/ethnic group of the females and enter totals in column fourteen (14).

**NOTE: EMPLOYEES LISTED MUST BE FULL TIME PERMANENT EMPLOYEES ONLY. DO NOT INCLUDE SEASONAL, TEMPORARY, AGENCY, OR PART TIME EMPLOYEES. EMPLOYEE FIGURES MUST REFLECT THE COMPANY'S TOTAL WORKFORCE, NOT ONE DEPARTMENT OR DIVISION.**

**DESCRIPTION OF CATEGORIES**

**Officials, managers and supervisors** – Occupations requiring administrative personnel who set broad policies, exercise over-all responsibility for execution of these policies, and direct individual departments or special phases of a firm's operations. Includes: officials, executive, middle management, plant managers, department managers and superintendents, salaried foremen who are members of management, purchasing agents and buyers, and kindred workers.

**Professionals** – Occupations requiring either college graduation or experience of such kind and amount as to provide a comparable background. Includes: accountants and auditors, airplane pilots and navigators, architects, artists, chemists, designers, dietitians, editors, engineers, lawyers, librarians, mathematicians, natural scientists, personnel and labor relations workers, physical scientists, physicians, social scientists, teachers and kindred workers.

**Sales workers** – Occupations engaging wholly or primarily in direct selling. Includes: advertising agents and salesmen, insurance agents and brokers, real estate agents and brokers, stock and bond salesmen, demonstrators, salesmen and sales clerks, and kindred workers.

**Office and clerical** – Includes all clerical-type work regardless of level of difficulty, where the activities are predominantly nonmanual though some manual work not directly involved with altering or transporting the products is included. Includes: bookkeepers, cashiers, collectors (bills and accounts), messengers, office machine operators, shipping and receiving clerks, stenographers, typists and secretaries, telegraph and telephone operators, and kindred workers.

**Craftsmen (Skilled)** – Manual workers of relatively high skill level having a thorough and comprehensive knowledge of the processes involved in their work. Exercise considerable independent judgment and usually receive an extensive period of training.

**Includes:** The building trades hourly paid foremen and leadmen who are not members of management, mechanics and repairmen, skilled machining occupations, composers and typesetters, electricians, engravers, jobsetters (metal), motion picture projectionists, pattern and model makers, stationary engineers, tailors and kindred workers.

**Operatives (Semi-Skilled)** – Workers who operate machine or processing equipment or perform other factory-type duties of intermediate skill level which can be mastered in a few weeks and require only limited training.

**Laborers (Unskilled)** – Workers in manual occupations which generally require no special training. Perform elementary duties that may be learned in a few days and require the application of little or no independent judgment. Includes: garage laborers, car washers and greasers, gardeners (except farm) and groundskeepers, longshoremen and stevedores, lumbermen, craftsmen and wood choppers, laborers performing lifting, digging, mixing, loading, and pulling operations, and kindred workers.

**Service workers** – Workers in both protective and nonprotective service occupations. Includes: attendants (hospital and other institution, professional and personal service), barbers, cleaners, cooks (except household), counter and fountain workers, elevator operators, firemen and fire protection, guards, watchmen and doorkeepers, stewards, janitors, policemen and detectives, porters, waiters and waitresses, and kindred workers.

**Apprentices** – Persons employed in a program including work training and related instruction to learn a trade or craft which is traditionally considered an apprenticeship, regardless of whether the program is registered with a Federal or State agency.

