



REQUEST FOR PROPOSALS

***Department of Economic and Community Development
PARKING CONSULTING SERVICES CONTINGENCY BASIS***

DUE DATE: August 2, 2016 3:00PM ET

RFP NUMBER: RFP468PARKCONSULT

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 Proposal should be directed to:

Annette Gordon, Buyer at: annette.gordon@cincinnati-oh.gov

Issue Date: 7/13/16

NOTE: The City publishes information on the City of Cincinnati Internet web site at 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.

**REQUEST FOR PROPOSAL
FROM THE CITY OF CINCINNATI
RFP468PARKCONSULT**

<u>SECTION/TITLE</u>	<u>PAGE</u>
I. REQUEST	1
Introduction	
General Background and Information	
Scope of Services/Specifications	
Term	
Qualifications	
Time Table	
Questions Concerning the RFP	
RFP Submissions	
Selection Process and Award Criteria	
Competition Intended	
Process for Entering Into Agreement	
Additional Information	
Changes And Addenda To RFP Documents	
Equal Employment Opportunity Program	
Living Wage	
Offeror's Covenant of Non-Discrimination	
SBE Subcontracting Goal	
Vendors Ineligible to Contract or Subcontract with the City	
II. PROPOSALS	9
Content and Form of Proposals	
Exceptions	
III. CONTRACT TERMS AND CONDITIONS	10
Subcontracting	
Assignment of Contract	
Compliance with Laws and Policies	
Equal Employment Opportunity	
Small Business Enterprise and Minority and Women Owned Business Enterprise	
Contractor's Covenant of Non-Discrimination	
Prompt Pay	
Political Activity Restrictions	
Evaluation, Reports, Information and Audits	
Hold Harmless	
Indemnification and Insurance	
Conflict of Interest	
Confidentiality	
Proprietary Materials	
Warranty	
Ownership of Property	
Non-Performance	
Termination	
Independent Contractor	
Certification as to Non-Debarment	
Waiver	
Law to Govern	
Forum Selection	
Amendment	
Entirety	
Severability	
IV. REQUIRED & MISCELLANEOUS FORMS TO BE EXECUTED BY OFFEROR	17

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 parking consulting services for the Department of Community and Economic Development, Division of Parking Facilities.

GENERAL BACKGROUND AND INFORMATION

The Division of Parking Facilities currently manages 10,157 parking spaces (5,250 on-street and 4,907 off-street spaces). In fiscal year 2015, it generated \$12,814,969 in operating revenue. The operation of the facilities includes both public and private management.

The City's Division of Parking Facilities operates as a business enterprise of the City. Although it is an operating unit of the City, it is financially self-sufficient. The management of the Parking System occasionally requires the use of a parking consultant to provide expert services related to the planning, operation, and management of the Parking System.

SCOPE OF SERVICES/SPECIFICATIONS

Offeror shall provide a level of expertise to the City "as needed" to include, but not necessarily be limited to, the following services:

1. Assist parking management on questions and issues related to parking system planning, operation, or management
2. Attend meetings as requested by City
3. Assist with assignments required of any parking trust indenture
4. Provide reports/studies, written analyses and/or comments regarding any aspect of City Parking planning, operations, and management including, but not limited to:
 - a. Capital expenditure requirements
 - b. Policy and procedure review and analysis
 - c. ADA compliance
 - d. Plan review
 - e. Safety
 - f. Security
 - g. Revenue control equipment
 - h. Specification writing for new equipment or related services
 - i. Revenue control audits
 - j. Parking fines and fee
 - k. Maintenance reviews
 - l. Staff training
 - m. Manual preparation
 - n. Site selection

- o. Parking trends and forecasts
 - p. Analysis of new equipment or technology
 - q. Signage/wayfinding
 - r. Supply/demand/utilization/occupancy
 - s. Financial feasibility of a new or expansion of an existing facility
 - t. Visual inspection of facilities for potential structural problems, cleanliness, operational issues, etc.
5. Perform engineering and architectural services related to parking industry including, but not limited to:
- a. Architectural services for new and existing parking facilities
 - b. Engineering services for new or existing parking facilities
 - c. Parking garage rehabilitation
 - d. Construction oversight for new facilities and for repairs to existing facilities
 - e. Preparation of documents for construction, repair, renovation of parking facilities

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.

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>	<u>07/13/2016</u>
2. <u>Date of Pre-Submission meeting</u>	<u>07/18/2016</u>
3. <u>Deadline for written questions</u>	<u>07/25/2016</u>
4. <u>OFFERORS SUBMIT PROPOSALS</u>	<u>08/02/2016</u>
5. <u>City conducts interviews with perspective awardees</u>	<u>08/07/2016</u>
6. <u>City initiates negotiations with preferred Offeror (approx.)</u>	<u>08/17/2016</u>

QUESTIONS CONCERNING THE RFP

All questions or requests for clarification must be submitted in writing via email no later than July 25, 2016 at 11:00am ET to Annette Gordon at: annette.gordon@cincinnati-oh.gov. Please reference "RFP468PARKCONSULT, Parking Consulting 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.

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:

RFP468PARKCONSULT: Parking Consultant Services Contingency Basis Due 08/02/2016, 3:00PM ET.

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

(August 2, 2016 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.

If the Offeror believes that some information contained in the Proposal is exempt from disclosure, the Offeror is instructed to label such information as confidential, specify the pertinent section of the public records law which justifies nondisclosure, segregate from the Proposal the specific information to be exempt from disclosure, and request in writing that the City keep such information confidential and free from disclosure. Marking all or substantially all of a Proposal as confidential may result in the Proposal being considered non-responsive by the City.

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 committee will then select the proposal that is "Most Advantageous" to the City taking into consideration price and evaluation factors set forth below:

- 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 in parking consulting services.
- Quality and content of reports.
- Support services available through the Offeror
- Offeror is a City of Cincinnati-certified SBE or is partnered/subcontracting with City-certified SBE(s)
- Ability to meet or exceed the 15% SBE Subcontracting Outreach Program goal.
- Adequacy of OFFEROR's building management processes and best management practices used to manage/maintain the facilities.
- Price Proposal
- Qualifications of Key Personnel
- Similar Projects
- Local Experience/Knowledge

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.

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.

The City's selection committee will submit its findings to the *Chief Procurement Officer*, the *Chief Procurement Officer* will submit a recommendation to the City Manager who will make the award for the City pursuant to CMC Section 321-65.

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 or multiple awards, whichever 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 , 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.

SBE SUBCONTRACTING GOAL

The SBE subcontracting goal for this RFP is 15%.

Offerors must complete and return with their Proposal the Subcontractor Utilization Plan (Form 2003) and the Statement of Good Faith Efforts/Outreach/Good Faith Efforts Forms (Forms 2007 and 2007-a), signed by a person authorized to bind the Offeror. These forms are included in the RFP.

The following forms are not required to be submitted with the proposal. The City may require the successful Offeror to submit them at a later time.

- Subcontractor Approval Request (Form 2004).
- Subcontractor Monthly Business Utilization Report (Form 2005).
- Subcontractor Substitution (Form 2006).

Offeror is responsible for verifying that each SBE to be used on a contract is certified by the DEI as of the proposal due date. The SBEs 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 SBEs 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 Bidder on the list. It is each 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:

1. Letter of Proposal Submission
2. Introduction and Executive Summary
3. Company Credentials (refer to the Qualifications sections of this RFP)
4. Staff Credentials (refer to the Qualifications sections of this RFP)
5. Experience in Field (refer to the Qualifications sections of this RFP)
6. Services Provided (refer to Scopes of Services of this RFP)
7. Detailed proposed scope of work (refer to Scopes of Services of this RFP)Itemized Fee Schedules
8. List of subcontractors (refer to the Qualifications sections of this RFP)
9. List of Buildings managed, including public sector (refer to the Qualifications sections of this RFP)

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. 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, on a Form 2004, 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 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.

Form 2004 Subcontractor Approval Request Form is available in the Department of Economic Inclusion, Two Centennial Plaza, 805 Central Ave., Suite 610, Cincinnati, Ohio 45202 (telephone no. 513/352-3144).

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.

SMALL BUSINESS ENTERPRISE

This contract is subject to and Contractor shall comply with the provisions of the Small Business Enterprise (SBEs) Program contained in Chapter 323 of the Cincinnati Municipal Code. Section 323-99 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 all qualified segments of the business community in subcontracting work, including the utilization of SBEs. This includes the use of practices such as assuring the inclusion of qualified SBEs, in bid solicitations and dividing large contracts into smaller contracts when economically feasible.

The SBEs must be certified under the appropriate City commodity code by the time of the bid closing.

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

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 – Subcontracting Outreach Program
 - Offerors must complete and return with their Proposal signed by a person authorized to bind the Offeror the following:
 - Subcontractor Utilization Plan (Form 2003)
 - Statement of Good Faith Efforts/Outreach/Good Faith Efforts Forms (Forms 2007 and 2007-a). **Required to be submitted only if SBE subcontracting goal will not be met.**
 - The following SBE forms are included in the RFP; however, they are not required to be completed, signed or returned with Proposals.
 - Subcontractor Approval Request (Form 2004).
 - Subcontractor Monthly Business Utilization Report (Form 2005).
 - Subcontractor Substitution (Form 2006).
- 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

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

Offeror's Local Office Business Address and Telephone Number

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.

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.

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.

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.

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 #
-------------------------------------	--	----------------

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

(SEAL)

My commission expires

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 forth fully therein.

Full, Legal Name of Offeror

Name of Authorized Representative¹

Title of Authorized Representative¹

Signature of Authorized Representative¹

Date

State of: _____

County of: _____

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

_____.

My commission expires: _____

Notary Public

¹Offeror **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).



ATTACHMENT 4 TO RFP

City of Cincinnati

SUBCONTRACTING OUTREACH PROGRAM SUMMARY

The City of Cincinnati is committed to maximizing subcontracting opportunities for all qualified and available Small Business Enterprises (SBEs).

There are two components of the Subcontracting Outreach Program:

- **SBE Subcontractor Participation:** This component requires bidders to make subcontracting opportunities available to small businesses certified in the City's SBE program at the minimum percentage stated in the bid invitation. To count towards the SBE participation goal, the SBE must be certified in the commodity code(s) that will be used on the project. A list of City-certified SBEs is available on the City's website at www.cincinnati.diversitycompliance.com or from the Department of Economic Inclusion.
- **Outreach/Good Faith Efforts.** The SBE subcontractor participation component. This component requires bidders to provide evidence of outreach effort made to SBEs.

To be eligible for an award of this project, the City will first determine whether any bidder meets the stated minimum percentage of SBE subcontractor participation. The percentage is clearly stated in the bid invitation. In the event that no bidder meets the minimum SBE subcontractor participation goal, the City will score bidders' Outreach/Good Faith Effort.

Pursuant to the Subcontracting Outreach Program requirements the following items are included in the bid invitation and must be completed, signed and submitted in each bid; failure to complete these forms with all the pertinent- requested information may cause a bid to be determined as non-responsive for SBE review purposes:

1. Statement of Good Faith Efforts (Form 2007)
2. Outreach/good Faith Summary Sheet (2007-a)
3. Subcontractor Utilization Plan (Form 2003)

The following forms are included in the bid invitation for information purposes only and do not have to be completed or returned with the bid.

1. Form 2004 – Subcontractor Approval Request: (must be completed and submitted to the Department of Economic Inclusion after contract is awarded and prior to the Notice to Proceed).
2. Form 2005- Subcontractor Monthly Business Utilization Report: (must be entered on the online B2Gnow contracting modular <http://cincinnati.diversitycompliance.com> and with monthly invoice).
3. Form 2006 - Subcontractor Substitution Form: (must be submitted for advance approval for any proposed change in subcontractors).

If you have any questions or need assistance in meeting these requirements, please feel free to contact the Department of Economic Inclusion at (513) 352-3144.



CITY OF CINCINNATI
SUBCONTRACTOR SBE/M/WBE UTILIZATION PLAN
Solicitation Reference No. RFP468PARKCONSULT

Form 2003

(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 STATEMENT OF GOOD FAITH EFFORTS

Solicitation Number RFP468PARKCONSULT

By the signature below of an authorized company representative, we certify that we have utilized the following methods to obtain the maximum practicable participation by small business enterprises on this project. Please indicate which methods you used by placing an X in the appropriate place.

YOU MUST SUBMIT YOUR SUPPORTING DOCUMENTATION WITH YOUR BID. NEW INFORMATION WILL NOT BE ACCEPTED AFTER THE BID CLOSING DATE.

Minimum score required to establish "good faith" effort is 50 points.

- Identified sufficient subcontracting work to meet goal (attach content of advertisements and written notices to subcontractors indicating type of work to be subcontracted). 10 Points
Written Notice to Subcontractors (submit copy of each letter sent, or if one master notification, submit copy of letter and recipient list). 15 Points
Follow-up to initial solicitations (submit copy of call logs). 20 Points
Advertising (attach content of advertisements, which must include project name, bidder, work available, contact person's name and number, information on availability of plans and specifications and bidder's policy concerning assistance to subcontractors in obtaining bonds, credit lines and/or insurance; date of advertising and publications). 15 Points
Assistance with bonds, credit lines, insurance (submit copy of advertising and written notices to subcontractors). 30 Points
Provision of plans, specifications and requirements: Bidder provided interested sub-bidders with access to plans, specifications and requirements for subject project. 5 points
Other (please list any other methods utilized that aren't covered above). 5 Points

Company Date

Company Representative (Name and Title)



**CITY OF CINCINNATI
SUBCONTRACTOR APPROVAL REQUEST**

FORM 2004

Statement of Intent to Utilize Firms

Solicitation Reference No. **RFP468PARKCONSULT**

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
		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 SBE 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
	Total Value of Work				

SIGNATURES

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



INSTRUCTIONS FOR COMPLETING
FORM 2005 SUBCONTRACTOR MONTHLY BUSINESS UTILIZATION REPORT
Record of Payments
(This form may be photocopied by the Contractor/Subcontractor.)

Below are instructions on how to complete the Form 2005. This form is to be completed in its entirety by each prime contractor, signed and dated by a responsible official of the company, and submitted with each payment application. If these requirements are not met, your payment application will be delayed.

1. *Project Name:..... Indicate official name of the project*
2. *Contract #:..... Indicate contract number issued by the City of Cincinnati*
3. *Company Name: Indicate company that is paying subcontractors*
4. *Federal Tax ID #: Indicate Federal Tax Identification or Social Security Number*
5. *Date Form Submitted:..... Indicate date the form is being submitted*
6. *Work Period Ending:..... Indicate date of work period ending*
7. *Address: Indicate address of company submitting form (include address, city, state and zip)*
8. *Contact Person: Indicate Company's contact person responsible for completing this form.
.....(Include contact phone & fax #)*
9. *Subcontractor/Vendor ID#: Indicate Subcontractor name and Vendor ID#. All subcontractors (SBE & Non-
.....SBE) providing services under this trade contract must be included*
10. *Street address, zip and phone:..... Indicate street address, zip and phone number for subcontractors.*
11. *Description of Work:..... Indicate description of work being provided*
12. *Total Subcontract Amount: Indicate Current Subcontract Amount. This amount must reflect revised
.....contract values due to Change Orders, Allowance Appropriations and
.....Accepted Alternates*
13. *Amount Paid for the Period:..... Indicate current amount compensated or become due for the period*
14. *Total Amount Paid to Date: Indicate total amount paid to date. Add the Amount Paid for the Period (for each
.....period) to equal the Total Amount Paid to Date.*
15. *Percentage of Work Completed: Based on the dollar amount compensated to Subcontractor and material supplier.
.....Take the Total Amount Paid to Date and divide the Total Subcontractor Amount and
.....multiply that total by 100 to get the Percentage of Work Completed figure*
See examples below:
 - a. (1) *Total Amount Paid to Date X (multiply by) 100 = % of Job completed by*
(2) *Total Subcontractor Amount.*
 - b. (1) *\$37,458.00 X 100 + 74.91% or 75% of Job completed*
(2) *\$50,000.00*
16. *Schedule Start Date:..... Indicate Date Subcontractor will start*
17. *Scheduled End Date: Indicate Date Subcontractor will finish*
18. *Company Representative: Signature of person preparing form*
19. *Title: Official Title of person preparing form*
20. *Date: Indicate Date of Submittal*



CITY OF CINCINNATI
SUBCONTRACTOR MONTHLY BUSINESS UTILIZATION REPORT
Record of Payments
Solicitation Reference No. RFP468PARKCONSULT

FORM 2005
(SUBMIT WITH MONTHLY VOUCHER)

THIS DOCUMENT MUST BE SUBMITTED WITH MONTHLY INVOICE

PROJECT NAME:		DATE FORM SUBMITTED:	
CONTRACT#:		WORK PERIOD ENDING:	
COMPANY NAME:		ADDRESS:	
FEDERAL TAX ID#:		CONTACT PERSON:	

Subcontractor/Vendor ID# <small>(Street Address/Zip/Telephone)</small>	Description Of Work	Total Sub-Contract Amount	Amount Paid For The Period	Total Amount Paid To-Date	Percentage Of Work Completed	Scheduled Start Date	Scheduled End Date

The undersigned certifies that the information recorded above is correct, and that each of the representations set forth above is true. The undersigned further acknowledges that any misrepresentation hereon may result in termination of contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

Company Representative _____ Title: _____ Date: _____



CITY OF CINCINNATI

Form
2006

SUBCONTRACTOR SUBSTITUTION

Solicitation Reference No. RFP468PARKCONSULT

THIS FORM MUST BE APPROVED BY THE DEPARTMENT OF ECONOMIC INCUSION PRIOR TO TERMINATING A CONTRACT WITH A SMALL BUSINESS ENTERPRISE (SBE) OR DISADVANTAGED BUSINESS ENTERPRISE (DBE) AFTER THE BIDS OR PROPOSALS HAVE BEEN SUBMITTED OR CONTRACT HAS BEEN AWARDED. CONTRACTOR MUST PROVIDE A WRITTEN EXPLANATION FOR THE SUBSITUTION REQUEST. 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)

Or supply goods for the above described contract.

_____ will enter into a formal agreement for the work upon approval by the Owner and agrees with
(Subcontractor/Supplier)

New Subcontractor/Supplier EIN#: _____ Circle Type of Business: SBE DBE MBE WBE NONE

Attach a copy of the reason for SBE, MBE or WBE substitution

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

Prime/General Contractor:

Signature of Company Representative _____

Title: _____ Date: _____ EIN#: _____

Subcontractor/Supplier Replaced: I relinquish my quote for the above contract.

Signature of Company Representative _____

Title: _____ Date: _____ EIN#: _____

Request is Approved _____ Denied _____ _____ Date: _____ Authorized Signature: Economic Inclusion

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.

