

TRANSPORTATION SERVICE PROVIDERS AGGREGATION TOOL

REQUEST FOR PROPOSAL

city of
CINCINNATI
COMMUNITY &
ECONOMIC DEVELOPMENT

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REQUEST FOR PROPOSALS

Transportation Service Providers Aggregation Tool

DUE DATE: January 19, 2018 at 3:00 PM ET

RFP NUMBER: RFP555CEDTSPAA

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: October 25, 2017

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 PROPOSALS
FROM THE CITY OF CINCINNATI**

Transportation Service Providers Aggregation Tool

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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 a web-based, fully mobile friendly tool that delivers end to end, multi-modal transit routes, based on user preferences such as, but not limited to:

- Cost
- Public Transit
- Number of stops
- Environmental concerns
- Healthy lifestyles

Proposals shall consist of the elements as described in Section II of the RFP. An Evaluation Committee will review and rate all proposals using the criteria noted in Section V of the RFP.

Currently, transportation data and information is fragmented throughout the Cincinnati area. It is the purpose of this solicitation to procure a solution that can promote innovation, solve for an optimized personal mobility experience, and serve as a data gathering tool to better understand the travel patterns and tendencies of residents and visitors alike to inform decision making.

GENERAL BACKGROUND AND INFORMATION

The Department of Community & Economic Development oversees all the downtown and neighborhood economic development projects, which include commercial projects, multifamily and single-family housing, human services, community council/neighborhood business district funding. Additionally, the Department oversees the public parking system.

DCED is committed to facilitating a parking system that is dynamic, responsive to the demands of the market, and meets the community's needs. The intent of this RFP is to promote innovation, solve for an optimized personal mobility experience (including parking), and serve as a data gathering tool to better understand the travel patterns and tendencies of residents and visitors alike to inform decision making.

SCOPE OF SERVICES/SPECIFICATIONS

The contractor will provide the public and the City with a web-based, fully mobile friendly tool that delivers end to end, multi-modal transit routes, based on user preferences as described in the **INTRODUCTION** section of this RFP.

To support the creation of this tool, the City of Cincinnati Office of Data and Performance Analytics will host and provide data via the City's Open Data portal from the following transportation service providers:

- City of Cincinnati, Department of Community and Economic Development Parking Division
- Southwest Ohio Regional Transit Authority (SORTA)
- Transit Authority of Northern Kentucky (TANK)/Southbank Shuttle
- Redbike
- Ohio-Kentucky-Indiana Regional Council of Governments (OKI)

Contractor is encouraged to aggregate and include data from additional “best in class” transportation service providers including, but not limited to:

- Uber
- Lyft
- Zipcar
- Google
- Waze
- Other parking service providers
- Other cab/rideshare service providers

TERM

The term of this Agreement shall commence on the effective date of the Agreement. Delivery of equipment and associated services shall be complete within **six (6) months** of the contract signing.

TIMETABLE

Milestones for the Process are:

	Date
1. Release of RFP	Wednesday, October 25, 2017
2. Public Engagement Event	Friday, January 5th, 2018
3. Pre-submission Meeting	January 8, 2018
4. Question Submission Deadline	Friday, January 12, 2018
5. RFP Submissions	Friday, January 19, 2018 3:00PM ET
6. Oral Presentations of Proposals	Week of January 29, 2018
7. Negotiation Period	Monday, February 5th – March 2, 2018

Winning Proposal Announced

March 5, 2018

QUESTIONS CONCERNING THE RFP

All questions or requests for clarification must be submitted in writing via email no later than January 12, 2018 at 3:00pm ET to Annette Gordon at: annette.gordon@cincinnati-oh.gov. Please reference “**RFP555CEDTSPAA, Transportation Service Providers Aggregation Tool**” 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 this RFP must be made to the City’s contact person, or any other City representatives designated by the Chief Procurement Officer in writing.

PREVENTING UNFAIR COMPETITIVE ADVANTAGES

Fairness and transparency in the procurement process require that Bidders/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, 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.

One original and five (5) copies, plus an electronic copy in PDF format, 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 45202-1947

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

RFP555CEDTSPAA: City of Cincinnati Transportation Services Provider (TSP) Aggregation Tool Request for Proposal, **Due Friday, January 19, 2018, 3PM 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.

Each submission will be evaluated based on the criteria below and will be reviewed based on the merit of the proposal itself and not compared to other proposals.

1. (25 points) Capacity & Experience of Developer or Development Team

Offerors should provide the following information to demonstrate their ability to provide a high quality, web-based, fully mobile friendly tool:

- a. Offerors should identify each of the development team members: owner/developer, general contractor, design team, investors and other team members required for completion of the project.
- b. Offerors should provide a brief history of the development company(s).
- c. Offerors should provide a list of all projects which are currently in progress or managed by the entity and an executive summary of their development experience.

2. (25 points) Vision for Mobile Platform

Offeror is encouraged to present a detailed vision of the end product for the web-based, fully mobile tool.

3. (25 points) Financial Capacity

Offerors should provide one (1) letter of support from a lending institution that conveys the lender's confidence in the Offeror as a borrower. The letter should be addressed to the City of Cincinnati, Department of Community and Economic Development, and should include the name, title, company, address and phone number of the individual providing the letter. Letters of support from lenders the Offeror has used in the past will be weighted more heavily.

4. (15 points) Economic Inclusion Goals

Offerors should describe their previous success in achieving economic inclusion goals on projects of similar or greater scope to the project identified here in this RFP and submit a preliminary economic inclusion plan that includes opportunities to the maximum extent

practicable, 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/>.

5. (10 points) Aggregation of "Best in Class" Transportation Service Providers

Offeror is encouraged to include data from additional "best in class" transportation service providers including, but not limited to:

- Uber
- Lyft
- Zipcar
- Google
- Waze
- Other parking service providers
- Other cab/rideshare service providers

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.

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, 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 referenced 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 referenced 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 referenced 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.

S/M/WBE SUBCONTRACTING

There is no specific S/M/WBE subcontracting goal for this project. However, the City desires that opportunities for City-certified SBEs, WBEs, and/or MBEs be generated to the maximum extent practicable. As such, S/M/WBE subcontracting will be one of the factors the City considers for award.

Offerors subcontracting any portion of the work must complete, sign and return the appropriate economic inclusion forms found in the “No Goals Inclusion Packet” with your proposal.

The “No Goals Inclusion Packet” which includes the applicable forms to be completed and included with the proposal is available at the following webpage: <http://cincinnati-oh.gov/inclusion/forms/subcontractor-inclusion-goal-packages-for-bids-rfps/>. When on the aforementioned webpage, please click on the weblink called “No Goals Inclusion Packet” to download and access the appropriate forms.

Offeror is responsible for verifying that each M/S/WBE to be used on a contract is certified by the DEI as of the proposal due date. The M/S/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 M/S/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 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.

RETENTION OF PERFORMANCE SURETY

The contractor will be required to provide performance surety in the amount of 100% of the contract value.

A performance bond surety shall be kept fully in effect for one year following the acceptance of the final statement of costs by the City Manager.

If surety is a cashier's check or certified check, then such surety will be refunded to contractor one year following the acceptance of the final statement of cost by the City Manager..

ADMINISTRATIVE FEES

The successful bidder will remit to the City an administrative fee in the amount of one percent (1%) of the total sales from this contract. The City will bill an amount equal to one percent (1%) of all expenditures paid to the contractor each quarter. Payment will be due no later than forty five (45) days after the invoice is sent to the contractor by the City.

Pricing submitted with this bid/proposal shall include the City’s administrative fee and may not be added as a line item on any invoice.

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:

Title Page: Showing the proposal title, the name of firm, address, telephone number(s), name of contact person, the date, and other relevant company information.

Developer Credentials: Provide a narrative describing the Developer's background, history, and experience, including comparable projects successfully completed by the Developer.

Team Members: State the names and titles of key members of your development team, including proposed subcontractors. Provide a resume for each member.

Developer's Legal Structure: Provide evidence of corporate status including, where applicable, Articles of Incorporation or a partnership certificate and/or agreement. In addition, identify by name and title entities holding and ownership interest of 20% or more.

Project Description: One-page narrative describing what is proposed for the project.

Concept Plan: Offerors will provide in as much detail as necessary, a concept plan of tool. All plans should accurately demonstrate the Offeror's ability to provide the functionality and offerings stipulated in the aforementioned information and instructions.

Submission Length: Submissions in response to this RFP shall not to exceed 20 pages in length.

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.

SMALL BUSINESS ENTERPRISE AND MINORITY AND WOMEN ENTERPRISE

This contract is subject to and Contractor shall comply with the provisions of the Small Business Enterprise (SBEs) Program contained in Chapter 323 and the Minority and Women Business Enterprise (M/WBE) Programs contained in Chapter 324 of the Cincinnati Municipal Code. Section 323-99 and 324-99 of the Cincinnati Municipal Code are 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 and M/WBEs. This includes the use of practices such as assuring the inclusion of qualified SBEs and M/WBEs, in bid solicitations and dividing large contracts into smaller contracts when economically feasible.

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

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/>.

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.

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 \$11.88 per hour with health benefits (as defined) or otherwise \$13.40 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 \$15.20 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 – Affidavit of Accuracy and Signature Page
 - Required with Proposal Submission
- ATTACHMENT 3 – City of Cincinnati Living Wage Affidavit
 - Informational Use Only. The successful Offeror may be required to complete this Affidavit at contract execution. A copy of the form is available at the following webpage: <http://cincinnati-oh.gov/inclusion/forms/living-wage-forms/>.
- ATTACHMENT 4 – Subcontracting Outreach Program
 - The “No Goals Inclusion Packet” which includes the applicable forms to be completed and included with the proposal is available at the following webpage: <http://cincinnati-oh.gov/inclusion/forms/subcontractor-inclusion-goal-packages-for-bids-rfps/>. When on the aforementioned webpage, please click on the weblink called “No Goals Inclusion Packet” to download and access the appropriate forms.
- ATTACHMENT 5 – Equal Employment Opportunity (EEO) Form (DE1147)
 - Informational Use Only. The successful Offeror may be required to complete this form at contract execution. A copy of the form is available at the following webpage: <http://cincinnati-oh.gov/inclusion/forms/subcontractor-inclusion-goal-packages-for-bids-rfps/>.

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

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

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).