



# REQUEST FOR QUALIFICATIONS

From the

**City of Cincinnati  
Department of Public Services**

For Design/Build Teams for a new

## **Cincinnati Police District 3 Headquarters**

**DUE DATE:** July 12, 2013 at 4:00PM EST

**RFQ NUMBER:** RFQ374CFMPD3

**ACCEPTANCE PLACE:** Deanna Brown, Interim City Purchasing Agent  
Two Centennial Plaza  
805 Central Avenue, Suite 234  
Cincinnati, Ohio 45202

Requests for information related to this RFQ should be directed to:

**Mr. Joel Koopman, AIA, Facilities Manager  
Department of Public Services  
City of Cincinnati  
1408 Queen City Avenue  
Cincinnati, Ohio 45214  
Email: [Joel.Koopman@cincinnati-oh.gov](mailto:Joel.Koopman@cincinnati-oh.gov)**

Issue Date: June 18 , 2013

**NOTE:** The City publishes information on the City of Cincinnati Internet web site at [www.cincinnati-oh.gov](http://www.cincinnati-oh.gov), which includes the Cincinnati Municipal Code and the information concerning the rules and registration information about the Small Business Enterprise Program. Offerors may register as a City vendor online at [www.cincinnati-oh.gov/vss](http://www.cincinnati-oh.gov/vss).

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## **I. REQUEST**

### **INTRODUCTION**

The City of Cincinnati, Ohio, (hereinafter referred as "City") is issuing this Request for Qualifications (hereinafter "RFQ") pursuant to the provisions of the Cincinnati Municipal Code, Chapter 321 and City Manager Administrative Regulation 23 for Professional Services, from parties, (hereinafter "Design/Build Team or "Team"). The Design/Build Team shall provide services associated with the complete design and construction of a new Police Headquarters for Cincinnati Police District 3 (hereinafter "Police Headquarters") based on established criteria to be provided by the City.

This RFQ is the first in a two-step best-value process consisting of this RFQ and a subsequent RFP. Submissions for the RFQ shall be reviewed and no less than three teams will be short listed as most qualified teams based on the qualification criteria established in this RFQ. The short listed teams shall then be provided the technical RFP with specific design and performance criteria. The three short listed teams will each provide a submission responsive to the RFP for consideration by the City. The three teams selected for the RFP phase shall receive a stipend for a responsive proposal. Based on these submissions one firm will be selected for negotiations of the final design/build contract.

### **GENERAL BACKGROUND AND INFORMATION**

The City of Cincinnati, Department of Public Services is requesting qualifications for providing services associated with the design and construction of a new Police Headquarters for District 3.

Submissions shall be based on information included in this Request for Qualifications (RFQ), attachments and information provided during the project presentation meeting. Design and construction of the facility shall comply with specifications and requirements contained in the project's Design Criteria, which will be issued to the successful offers. The new Police Headquarters building will be a standalone headquarters that serves the City of Cincinnati along with four other standalone headquarters. This new facility will service District 3, which is located on the City's west side. The existing District 3 Headquarters is located at 3201 Warsaw Avenue, Cincinnati, Ohio 45205. There are approximately 95,000 residents in the fourteen neighborhoods that comprise District 3. Police District 3 is led by Captain Russell Neville and four lieutenants. The station is divided into three divisions: Patrol, Investigative, and Administration. Currently, there are approximately 155 officers on staff.

This new facility will be located within District 3's boundaries at 2300 Ferguson Road. Site access points and security while maintaining a community/neighborhood connection will be a major design and construction consideration. It is anticipated that this new police station will be approximately 38,000 to 40,000 gsf. A boundary survey and a preliminary geotechnical review (suitable for concept development only) will be provided; however additional site surveying and geotechnical exploration and analysis will be the responsibility of the Design/Build Team. In addition, a Phase 1 environmental analysis is being completed for the site and can be provided upon completion.

The program for this new Headquarters building will include, but is not limited to, a public lobby, administrative spaces, investigations offices and work areas, patrol functions, file and records storage, property and evidence handling areas, support areas for the police staff, and mechanic's bays. Levels of security and access throughout the building will be a key design focus of this project. The new Police Station will be planned and designed to accommodate up to 200 staff members, with a ratio of approximately 65% male to 35% female staff members.

A design criteria document and program are being completed by the criteria Architect, MSA Architects, with engineering consultants PEDCo, Schaefer, and the Kleingers Group. This document describes the program space requirements, building flow and security, internal operation relationships, and performance specifications. The design criteria will be available to the shortlisted teams for the Request for Proposal preparation. The building design and construction must also comply with all applicable codes

and standards for the type of facility and shall address the security guidelines of the Cincinnati Police Department.

Sustainable design and environmental considerations shall be followed in this project. A LEED Gold certification shall be met for the base bid as a minimum. Higher certifications and designs approaching or meeting net-zero are highly encouraged. Innovative designs to address and include other City development, and environmental efforts, features and approaches are encouraged.

Scope of services will include complete design/build services for the police station. All phases of the design, permitting and construction work shall be the responsibility of the Offerors. The design/build process will include at minimum the following services:

- (1) All necessary Architectural, Engineering, Surveying, Geotechnical, and Testing services to design and engineer the project
- (2) All appropriate construction activities to execute the project
- (3) Preparation of all construction documents
- (4) All appropriate sub-consultants and subcontractors required to provide design and construction including all appropriate site visits and meetings to review construction progress or special issues
- (5) All appropriate consultants for code compliance (building, zoning, etc.) review and hearings as necessary
- (6) Design meetings, presentations and negotiations as specified in the RFP review
- (7) Involvement and open discourse with the community and Police Department in creation of a public building
- (8) Involvement and full discourse with qualified SBE
- (9) Preparation of Record Drawings
- (10) The design must incorporate all appropriate City of Cincinnati Construction Standards.

The proposed contract will be subject to the provisions of both the Equal Opportunity and Small Business Enterprise programs of the City of Cincinnati contained in chapters 323 and 325 of the Cincinnati Municipal Code. Sections 325-9 and 323-99 of the Municipal Code will be incorporated by reference in any contract. Detailed information on Cincinnati's Equal Opportunity and Small Business programs may be obtained from the Office of Contract Compliance, Two Centennial Plaza, 805 Central Avenue, Suite 130 Cincinnati, Ohio 45202, (513) 352-3144.

## **TRANSFORMATIONAL PROJECT CHARACTER**

The new police station is seen as a transformational project for the city and the community and is within one of the City's Neighborhood Centers as defined by Plan Cincinnati, the recently adopted comprehensive plan for the City of Cincinnati. The site is technically within the Westwood neighborhood, but is close to the border with West Price Hill, and is in fact located within the Neighborhood Center for West Price Hill. The West Price Hill Neighborhood Center is classified as a Center that needs to Transform, meaning that to become more walkable the character of the area is intended to completely change, and is therefore being targeted for large-scale opportunities for infill, redevelopment, and public improvements.

However, although the site is located within Westwood and within the Neighborhood Center for West Price Hill, Police District 3 must be a welcoming representation of all 14 neighborhoods within Police District 3. As such, community involvement in the design process will be required and the final design must incorporate the ideals and personality of all 14 neighborhoods. Design should consider the context and continuity of the surrounding neighborhood development and should include possible collaborations with other agencies such as MSD, Parks, CRC, DOTE, Greater Cincinnati Water Works, etc. The design should also include well-thought-out public space including opportunities for inclusion of public art.

In order to assist the teams in understanding the city's goals, a public meeting will be held in order to introduce prospective Offerors to key players in the City's selection process and discuss visions and aspirations for the project. Offerors may also use this opportunity to ask questions about the project and

the process. The City's representatives will discuss key issues, desired outcomes, integration of Form Based Codes, long-term planning, police operations issues, desire to engage public spaces and public art, and so on.

#### **ADDITIONAL INFORMATION REGARDING THE AGREEMENT**

For Offeror's information and planning, the agreement for the execution of the design/build project will include the following provisions.

Prevailing Wage requirements as provided in Ohio law and Chapter 321 of the Cincinnati Municipal Code will be incorporated by reference into any agreement.

Prompt Payment provisions contained in Chapter 319 of the Cincinnati Municipal Code will be incorporated by reference into any agreement.

Any applicable provisions governing competitive bidding requirements for the procurement and disposal of supplies, services and construction as stated in Chapter 321 Section 21 of the Cincinnati Municipal Code (CMC) will be incorporated by reference into any agreement.

The Immigration and Nationality Act contained in 8 U.S.C.A. 132(a) (1) (A), and 8 U.S.C.A 132 (a) (2) will be incorporated by reference into any agreement.

The City Building Code contained in Title 11 of the Cincinnati Municipal Code will be incorporated by reference into any agreement.

Meet and Confer requirements contained in Cincinnati City Council Resolution 93-1989 and Ordinance No. 130-2002 will be incorporated by reference into any agreement.

Short listed firms shall provide bid surety of 10% with the RFP submission, and 100% performance surety at the contract stage for the construction.

#### **SCOPE OF WORK**

The agreement shall be to provide complete design/ build services to construct a new Police Headquarters building for the City of Cincinnati's District 3 Police. The following overview describes the required minimum services and scope of the design/build process:

- Architectural and Engineering services and all appropriate sub-consultants and subcontractors required to provide design and layout of site and building, including MEP, security, AV/IT, FF&E, and LEED certification.
- Preparation of all construction documents.
- Design review documents to be submitted at regular intervals. This is to include design drawings, specifications and public presentations to either City officials or the general public in addition to stakeholder engagement outlined elsewhere in this RFQ.
- Appropriate site visits and meetings to review construction progress or special issues.
- Preparation of Record Drawings.
- The design must incorporate all appropriate City of Cincinnati Construction Standards.
- Liquidated damages shall follow section 108 of the ODOT CMS dated January 1, 2005

Selected team will supply and install all labor materials and equipment to implement the approved drawings. The selected team will be responsible for construction activities including, but not limited to, permits, coordination and review by owner's representatives, weekly updates/ meetings, testing/ inspections, and construction signs/ barricades, etc.

## PROPOSED SCHEDULE

- **June 18, 2013:** RFQ documents available.
- **June 27, 2013:** A public, non-mandatory informational project presentation meeting will be held with project stakeholders for all interested teams. Meeting will be held at 10:00 AM local time at **WESTERN HILLS HIGH SCHOOL 2144 Ferguson Road, Cincinnati Ohio 45238**
- **July 12 – July 18, 2013:** Selection Committee reviews RFQ's and selects at least three Teams to receive a Request for Proposal (RFP).
- **July 19, 2013:** No less than three selected Teams are notified and the RFP, including specific design criteria, is distributed.
- **Week of July 22, 2013:** The City shall schedule and it is mandatory for selected teams to attend the following
  - Tuesday July 23, 2013**  
A SBE Meet and Confer Conference 9:00 a.m. followed by;  
A 10:00 a.m. presentation on program and a question and answer session with the Police, the Criteria Architect and key City staff.
  - Wednesday July 24, 2013 6:30 p.m.**  
A community input session facilitated by the City Department of Planning  
Specific locations will be provided to the teams upon selection for the RFP
- **Week of August 19, 2013:** RFP submissions due.
- **August 30, 2013:** Winning team selected.
- **September 3 – September 30, 2013:** Design Development contract negotiations for final agreed cost.
- **October, 2013:** Groundbreaking (at minimum, Geotechnical Work or Utility Work).

## RFQ SUBMISSIONS

The submission must include sufficient information regarding qualifications and determine the Design/Build Team is qualified and experienced in executing this project. Do not include a proposed fee with the proposal, as this is a qualification based process. Submissions shall include at minimum the following information, which will be used in the evaluation and determination of team selection.

- Design/Build Team:
  - Company history and organization of the Design/Build team, including team leadership and primary contact(s) throughout the process.
  - Roles of key personnel and their resumes Include descriptions of how they would be involved in the project along with a description of their experience with similar projects and the percent of their time devoted to such project. Provide a clearly defined chart of the team's make-up and responsibilities. Emphasis shall be on the individuals responsible for execution of the work, not on the senior leadership of the team.
  - A preliminary list of probable sub-contractors (preconstruction and construction phases) to be utilized on this project.
  - A description of the firm's expertise, experience and resources directly relevant and available for the proposed project.
- Competence to Perform:
  - Demonstration of expertise and knowledge in municipal facility design, particularly police and law enforcement design and standards. Provide a list of projects of similar size, scope and complexity under design and completed within the last five (5) years with a designation of key team members.
  - Provide references for relevant experience above with contact information of individuals responsible for the management and oversight of the project.
  - Provide documentation of successful past performance and track record of cost control including change orders and project final costs. Highlight projects of similar size and scope.

- Highlight experience with the design/ build method of project delivery, particularly with government agencies. Indicate types of contracts and entities contracted with (state, local, chartered cities, etc.) Although the City of Cincinnati utilizes its own contracts, provide sample completed or preferred contract (blank contract or a contract with confidential details redacted) for reference from a successful design/build project.
- Project Approach:
  - Include your team's understanding of the planning, organizing and management of a project of this nature.
  - Describe the team's understanding of the scope and challenges of the project, including limitations and opportunities.
  - Indicate the team's design philosophy and general design approach along with an understanding of the functional and operational aspects of law enforcement facilities.
  - Provide a general time schedule to complete the planning, design and construction, including overall milestone dates.
  - Document how the team's understanding and approach to this project is supported by projects completed which are similar in nature.
  - Provide an approach to receiving input from and creatively engaging the police department, city staff, and the public throughout the design process.
  - Provide a course of action and planned approach for meeting the city's Equal Employment Opportunity Program. SBE's shall be engaged early in the design/build process. Teams should outline their process of outreach and inclusion in the process.
- Sustainability
  - Indicate experience and qualifications in executing sustainable design, including, but not limited to LEED, Energy Star, Green Globes, and the Living Building Challenge. Include examples of completed projects, team members involved, and their credentials.
- Facilitating Community Engagement and Neighborhood Development
  - Provide experience in facilitating public engagement and receiving public input. Indicate past examples of working with multiple stakeholders, including the public, to arrive at successful design solutions.
  - Provide examples of project approaches integrating designs within neighborhood contexts.
- Innovation
  - Innovative approaches in project delivery and design within this design/build process are encouraged and will be considered in the evaluation process. Provide examples or proposals of documentation of life cycle cost and rate of return, quality of life improvements (for both users/occupants and public), creative public spaces and integration with the community, incorporation of public art, exemplary and innovate green practices, cooperative projects with outside public or private agencies, or other creative approaches to the project.
- Small Business Enterprise Inclusion
  - Whether Offeror is a City of Cincinnati-certified SBE or is partnered and/or subcontracting with a City of Cincinnati-certified SBE. Offeror commits to an SBE participation of 30% for construction, 15% for professional services, and 15% for supplies/services or more.
  - The City of Cincinnati has an annual Small Business Enterprise Utilization goal of 30% for construction, 15% for professional services, and 15% for supplies/services.
  - The Small Business Enterprise goal for this RFP is 30% for construction, 15% for professional services, and 15% for supplies/services.

- Additional points will be awarded if a given Offeror commits to an SBE participation of greater than 30% for construction, 15% for professional services, and 15% for supplies/services or more.
- It should be noted that non-compliance with the SBE Subcontractor Utilization requirement may be cause for the Offeror to be disqualified.
- Offeror shall provide examples and quantification with various projects of its experiences in achieving supplier diversity through partnering or subcontracting with Small Business Enterprises, to include minority and women-owned businesses.
- Compliance with the City of Cincinnati SBE program for RFP stage of selection. It should be noted that non-responsiveness to this requirement might be cause for the Offeror to be disqualified. Offeror must provide a list of those SBE's who will be utilized as part of this proposal using the Subcontractor Utilization Plan (Form 2003). Proposal should include specific construction services, supplies/ general services and professional service areas it will commit to Small Business Enterprise utilization in order to achieve the stated goals.

## **SUBMISSION OF QUALIFICATIONS**

Written, sealed Statements of Qualifications (SOQs) and all related material must be submitted no later than **Friday July 12, 2013 4:00 pm EST**. Late submissions will NOT be accepted. A signed original and seven (7) complete copies of the SOQ document with all appropriate items and questions documented shall be submitted to: Deanna Brown, Interim City Purchasing Agent, Two Centennial Plaza, 805 Central Avenue, Suite 234, Cincinnati, Ohio 45202. Submissions shall be delivered in a sealed envelope or box and shall be clearly labeled: CINCINNATI POLICE DISTRICT 3 HEADQUARTERS RFQ SUBMISSION. Include the team lead's company name and contact information on the outside of the package.

All SOQs must be complete, with the signature of an Offeror's representative authorized to bind the company.

SOQs will be considered incomplete if they do not bear the signature of an agent of the Offeror who is in a position to bind a contract. The SOQ can be withdrawn at any time, if requested in writing, until the deadline date and time, at which time it will be considered firm.

Include in the SOQ the name, address, email, and telephone number of the individual to be contacted should the Team be short-listed for RFP.

All Offerors will be subject to the provisions in the City of Cincinnati Municipal Code regarding the Equal Employment Opportunity Program contained in Chapter 325 (Ordinance 331-1999) of the Cincinnati Municipal Code and the Small Business Enterprise Program contained in Chapter 323 (Ordinance 335-1999) of the Cincinnati Municipal Code, and any applicable amendments thereto. More detailed information on these programs may be obtained by contacting the Office of Contract Compliance, 805 Central Avenue, Two Centennial Plaza, Suite 222, Cincinnati, Ohio, 45202, telephone (513) 352-3144.

While each proposal will be considered objectively, the City assumes no obligation to accept to take action on any proposal. The Offeror assumes the responsibility for all costs incurred in responding to this RFQ. It is understood and agreed that the City of Cincinnati assumes no liability for the Offeror's costs incurred in responding to this RFQ.

## **SELECTION PROCESS AND AWARD CRITERIA**

The design build team will be selected through a two-step process. The first step will be a qualifications-based selection process during the Request for Qualifications (RFQ) stage to develop a short list and the second step will be a best value selection process during the Request for Proposal (RFP) stage for the final design build team selection.



Selection of a preferred Offerors will comply with City Administrative Regulation No. 23 and the Cincinnati Municipal Code considering the total requirements for this procurement and what will be in the "Best Interest of the City" in accordance with CMC Chapter 321.

The City's Project 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 according to the guidelines set forth herein.

Each team responding to this RFQ will be evaluated and selected based on its qualifications and the qualifications and experience of the particular individuals identified as the proposed team for this project. After the evaluation of all the RFQ submissions, the selections committee will select no fewer than three teams that it considers to be most qualified. This selection process is intended to determine which teams are the most qualified based on, but not limited to, the following:

- Experience with the design/build method of project delivery.
- Qualifications and experience of proposed design build team.
- Experience with design and/or construction of comparable municipal building types.
- Overall track record of project success in design, schedule, and cost control.
- Innovative approach to this project (any unique and/ or valuable concepts that set one team apart from other teams).
- Approach to environmentally sustainable and efficient design and construction.
- Approach to community engagement and neighborhood development.
- Small Business Enterprise Inclusion

The short listed teams will be notified and will receive an RFP including the design criteria document. Teams will be invited to submit a proposal containing their proposed design along with preconstruction and construction fees and expenses. These shortlisted teams will each receive a stipend of \$15,000 for submission of a responsive proposal. Based on these submissions one Team will be selected for negotiations of the final design-build contract.

Ownership of material and design submissions: All submissions are public record and become the property of the City of Cincinnati.

The City reserves the right to ask for additional information and clarification from or about any or all of the Offerors.

#### **QUESTIONS AND QUERIES:**

Interested Offerors must direct all questions in writing to: Mr. Joel Koopman, AIA, Facilities Manager, Department of Public Services, City of Cincinnati, 1408 Queen City Avenue, Cincinnati, Ohio 45214, Email: [Joel.Koopman@cincinnati-oh.gov](mailto:Joel.Koopman@cincinnati-oh.gov)

#### **COMPETITION INTENDED**

Competition shall be generated to the maximum extent practicable, including opportunities for Small Business Enterprises through the Small Business Enterprise (SBE) Program (CMC Chapter 323, Ordinance 335-1999).

#### **PROCESS FOR ENTERING INTO AGREEMENT**

The Teams whose proposals are found to be the "Most Advantageous" to the City of Cincinnati will be offered the opportunity to submit form proposals the City. The scope, terms and conditions of that Agreement shall be in substantial conformance with the terms, conditions and specifications described herein and.

The shortlisted teams should be prepared to assemble their proposals upon notification of shortlist. If the Offeror is not able to prepare such proposal in the timeframes provided, the City may disqualify that Offeror.

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

#### **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 project and to verify the accuracy of the contents of proposals.

All proposals are subject to the disclosure provisions of the Ohio Public Records provisions of Ohio Revised Code Chapter 149.43.

The City publishes information on the City of Cincinnati Internet web site at [www.cincinnati-oh.gov](http://www.cincinnati-oh.gov), which includes the Cincinnati Municipal Code and the information concerning the rules and registration information about the Small Business Enterprise Program. Offerors may register as a City vendor online at [www.cincinnati-oh.gov/vss](http://www.cincinnati-oh.gov/vss).

#### **CHANGES AND ADDENDA TO RFQ DOCUMENTS**

Each change or addenda issued in relation to this document will be on file in the Purchasing Division. In addition, to the extent possible, copies will be distributed to each person registered as having received a set of RFQ 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.

Information on all changes or addenda will be available at the Office of the City Purchasing Agent no less than five (5) working days prior to scheduled RFQ opening date.

Total RFQ inquiry or specific item cancellations may be issued later than the time specified above.

## **II. CONTRACT TERMS AND CONDITIONS**

The City of Cincinnati intends to execute an Agreement with the successful Design/Build Team in accordance with the following terms and conditions.

### **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.

### **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.

### **OFFERORS INSURANCE/ SURETY**

If an Offeror is awarded an agreement, it shall be their responsibility, to protect all life and property, and to protect the Offerors, subcontractors, and the City from liability claims which may arise from operations carried out in performance of any Agreement.

As part of this agreement, the Offerors shall secure insurance of the types and minimum coverage limits described herein, as well as any other insurance which the Offerors or the City determines to be necessary. Insurance may not be changed or cancelled unless the insured and the City are notified in writing no less than thirty (30) days prior to such change or cancellation. If any part of the Agreement is sublet, the Offerors is responsible for the part sublet being adequately covered by insurance specified herein. The Offerors shall maintain for the term of the Agreement, at the Offerors' sole cost and expense, insurance in an amount not less than One Million Dollars (\$1,000,000.00) for liability for acts of the Offerors or its agents and/or employees. Proof of coverage shall be provided to the City by one of the following:

1. Policy or policies naming the Offerors, subcontractors and as noted herein, the City of Cincinnati, as additional named insured.
2. Certificate of Insurance, City Purchasing Form 68, executed by the insuring company or its authorized agent indicating that the Offerors and subcontractors have the specified coverage with the City of Cincinnati named as an additional insured under the policy as noted herein.

The Offerors shall procure and maintain at all times during the term of the Agreement the following:

1. Worker's Compensation Insurance
2. Professional Liability Insurance for errors and omissions.....\$1,000,000
3. Comprehensive General Liability Insurance (with the City of Cincinnati named as an additional insured)
  - a. Bodily Injury.....\$1,000,000 per occurrr/\$2,000,000 aggre
  - b. Property Damage.....\$1,000,000 per occurrence

4. Automobile Liability Insurance (with the City of Cincinnati named as an additional insured)
  - a. Bodily Injury.....\$1,000,000 per occur/\$2,000,000 aggre
  - b. Property Damage.....\$1,000,000 per occur/\$2,000,000 aggre
5. Excess Liability Insurance for Bodily Injury and Property Damage combined (Umbrella Form) (with the City of Cincinnati named as an additional insured).....\$1,000,000 per occur/\$2,000,000 aggre
6. The Offerors shall abide by Section 103.05 of the City of Cincinnati supplement to ODOT CMS January 1, 2005

#### **WAGE DETERMINATION**

State of Ohio Prevailing Wages will apply for all applicable Contractors for the execution of this project. The applicable rates of wages are available on the Internet at <http://www.cincinnati-oh.gov/cmgr/pages/13315/>.

#### **EEO FOR ALL CONSTRUCTION CONTRACTS AWARDED**

EEO requirements will be applied to the project in its entirety, including both design and construction phases. The standard for all City construction work during the course of a contract with the City shall be no less than 11.8% minority and 6.9% female (of whom one half shall be minorities) in each craft trade in the contractor's aggregate workforce in Hamilton County to be achieved halfway through the contract, or, in the case of a contract of six months or more, within 60 days of beginning the contract, except to the extent that a waiver may be granted by the City after notice has been made to appropriate agencies and persons (including any who specifically have requested said notice) who may assist in the referral of qualified female and minority applicants to the City or the contractor in order to meet said standards.

These requirements are mandated by Resolution No. 21-1997

The following local organizations can assist in providing minority employees:

- Cincinnati Institute for Career Alternatives
- Urban League
- Offices of Local Trade Unions for Craft Trades required

#### **SMALL BUSINESS ENTERPRISE PROGRAM REGULATIONS**

Offerors will be subject to the provisions of City of Cincinnati Municipal Code Chapter 323, regarding the Small Business Enterprise Program Regulations.

The requirements of Cincinnati Municipal Code Chapter 323 and amendments thereto are applicable to this contract. The contract with the City shall be subject to, and contractor shall comply with, the provisions of the Small Business Enterprise Program contained in CMC Chapter 323 of the Cincinnati Municipal Code. Section 323-99 shall be incorporated by reference into the contract with the City. Details concerning this program can be obtained from the Office of Contract Compliance, Two Centennial Plaza, 805 Central Avenue, Suite 234, Cincinnati, Ohio 45202 (call 513/352-3144).

Offerors awarded City construction contracts shall utilize best efforts to recruit and maximize the participation of all qualified segments of the business community in subcontracting the work, including the utilization of Small Business Enterprises. This includes the use of practices such as assuring the inclusion of qualified Small Business Enterprises in bid solicitations and dividing large contracts into smaller contracts when economically feasible.

## OFFEROR'S COVENANT OF NON-DISCRIMINATION

Each RFQ submission shall include the following signed statement:

*Pursuant to the City of Cincinnati's policy of non-discrimination, specifically in its purchasing and contracting practices, by signing this RFQ 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;*
- *If awarded the contract, we will submit to ongoing monitoring by and submittal of reports to the City's Office of Contract Compliance;*

*We will submit to investigations and/or audits by the Office of Contract Compliance in connection with routine monitoring or as a result of specific allegations of discrimination.*

Equal Employment Opportunity Program: A summary of the City's Equal Employment Opportunity Program is included in the RFQ Section IV. Shortlisted Offerors will be required to complete and return with their Proposal, pages 1, 3, 5 and 6 of the OCC147 (2/98) form that is included in Section IV; page 6 must be signed by a person authorized to bind the Offeror.

## ONLINE REPORTING

- A. The City has an aspirational goal that 30% of its total dollars spent for construction and 15% of its total dollars spent for supplies/services and professional services be spent with Small Business Enterprises ("SBEs"), which include SBEs owned by minorities and women. Accordingly, the Owner and/or Company must use best efforts and take affirmative steps to assure SBEs are utilized as sources of supplies, equipment, construction, and services, with the goal of meeting 30 percent SBE participation for construction contracts and 15% participation in supplies/services and professional services contracts. An SBE means a consultant, supplier, contractor, or subcontractor who is certified as an SBE by the City in accordance with Cincinnati Municipal Code ("CMC") Chapter 323. (A list of SBEs may be obtained from the Office of Contract Compliance or from the City's web page <http://www.cincinnati-oh.gov/cmgr/pages/-13241-/>.) The Owner and/or Company may refer interested firms to the Office of Contract Compliance for review and possible certification as an SBE, and applications may also be obtained at <http://www.cincinnati-oh.gov/cmgr/pages/-13241-/>. The Owner and/or Company agree to take at least the following affirmative steps:
1. Including qualified SBEs on solicitation lists.
  2. Assuring that SBEs are solicited whenever they are potential sources. The Owner and/or Company must advertise, on at least two separate occasions, both in local minority publications and in other local newspapers of general circulation, invitations to SBEs to provide services, to supply materials, or to bid on construction contracts for the improvements. The Owner and/or Company is encouraged to use internet and similar types of advertising to reach a broader audience, but these additional types of advertising cannot substitute for the above.
  3. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum SBE participation.
  4. When needs permit, establishing delivery schedules which will encourage participation by SBEs.
- B. If any subcontracts are to be let, the Owner and/or Company agrees to require the prime contractor to take the above affirmative steps.

- C. 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 Office of Contract Compliance to obtain instructions, the proper internet link, login information, and password to access the site and set up the necessary reports.
- D. The Owner and/or Company must periodically document its best efforts and affirmative steps to meet the above SBE 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 Owner and/or Company pursuant to Section 2921.12, Ohio Revised Code.
- E. Failure of the Owner and/or Company or its contractors and subcontractors to take the affirmative steps specified above, or to provide fair and equal opportunity to SBEs, or to provide technical assistance to SBEs as may be necessary to reach the minimum percentage goals for SBE participation as set forth in CMC Chapter 323, may be construed by the City as failure of the Company to use best efforts, and in addition to other remedies under this Agreement, may be a cause for the City to file suit in Common Pleas Court to enforce specific performance of the terms of this Section.

### **LIVING WAGE PROVISIONS**

The contract will be subject to the Living Wage provisions of the Cincinnati Municipal Code. 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) of \$11.32 per hour with health benefits (as defined) or otherwise \$12.82 per hour. Such rate shall be adjusted annually pursuant to the terms of the Municipal Code.

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**

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

### **POLITICAL ACTIVITY RESTRICTIONS**

The Contractor shall comply with the requirement of the Political Activity Restrictions of the City of Cincinnati contained in Ordinance No. 358-1992.

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

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

## **HOLD HARMLESS**

The Team 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 Offeror shall indemnify the City of Cincinnati 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 Offeror, its agents, employees, licensees, that result in injury to persons or damage to property.

The Offeror, 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 Offeror, 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 Offeror, 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 Offeror shall have the City of Cincinnati named as an additional insured. The Contractor shall furnish to the City of Cincinnati 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 of Cincinnati.

## **CONFLICT OF INTEREST**

- A. No officer, employee, or agent of the City of Cincinnati 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, or organization which is about to employ any such person, shall have any personal financial interest, direct or indirect, in the Team or in the agreement and the Vendor shall take appropriate steps to assure compliance.
- B. The Offeror agrees that it will not contract with any subcontractor in which it has any personal financial interest, direct or indirect. The Offeror further covenants that in the performance of the project no person having any conflicting interest shall be employed.

- C. The Offeror agrees not to engage in activities on behalf of the City that produce a direct or indirect financial gain for the Offeror other than the agreed-upon compensation, without the City's informed, prior, written consent.

### **CONFIDENTIALITY**

The Offeror, its agents, and its employees, will keep and retain any and all information and records generated for the project 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 of Cincinnati. The Offeror warrants that it has and will continue to have safeguards in place to assure that such information and records are kept confidential by the team, its agents, and its employees.

### **PROPRIETARY MATERIALS**

The City of Cincinnati acknowledges that in the course of performing services, the Offeror may use products, materials, or propriety methodologies. The City of Cincinnati 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 Offeror acknowledges that in the course of performing services for the City of Cincinnati, the materials and information produced for the City of Cincinnati are the exclusive properties of the City of Cincinnati and may not be disseminated in any manner without prior written approval of the City of Cincinnati.

### **WARRANTY**

The Offeror will be required to warrant 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 Offeror further will be required to warrant that the design and recommended solution are workable and capable of meeting the Project Objective.

### **OWNERSHIP OF PROPERTY**

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

### **NON-PERFORMANCE**

- a. If through any cause, the Offeror shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Offeror shall violate any of the covenants or agreements of this Agreement, the City shall have the right to terminate the Agreement by giving written notice to the Offeror specifying the effective date of the termination, at least five (5) days before such effective date. In such event, all finished or unfinished documents, data, studies, reports, and/or information prepared by the Offeror under the Agreement shall, at the option of the City, become the City's property and the Offeror shall be entitled to receive equitable compensation for any work satisfactorily completed at the date of termination.



- b. Any periodic payments from the City specified in the 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 the Agreement. Failure to satisfactorily meet any one of the Agreement obligations by the Offeror may result in the City not approving periodic payments to the Offeror and/or filing 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 Offeror'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 not to exceed the total amount of any prior payments. The City also reserves the right in the event of non-performance of the Agreement to prohibit any future or limited contractual relationships with the Offeror either directly or indirectly.
- c. If the Offeror terminates the Agreement after the work has begun, the City shall not be required to compensate the Offeror for services/work not fully completed.

## **TERMINATION**

- A. **Termination of Contract for Cause.** If, through any cause, the Offeror shall fail to fulfill in a timely and proper manner the Offeror's obligations under the Agreement or if the Offeror 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 of Cincinnati shall have the right to terminate the Agreement by giving written notice to the Offeror specifying the effective date of the termination, at least five (5) days before such effective date. Notwithstanding the above, the Offeror shall not be relieved of liability to the City of Cincinnati for damages sustained by the City of Cincinnati by virtue of any breach of the Agreement by the Offeror, and the City of Cincinnati may withhold any payments to the Offeror for the purposes of set-off until such time as the exact amount of damages due the City of Cincinnati from the Offeror is determined. Exceptions may be made with respect to defaults of subcontractors.
- B. **Termination for Convenience of City.** The City of Cincinnati may terminate the Agreement by giving thirty (30) days' notice in writing from the City of Cincinnati to the Offeror. If the Agreement is terminated by the City of Cincinnati as provided, the Offeror will be paid an amount which bears the same ratio to the total compensation, as the services actually performed bear to the total services of the Offeror, covered by the Agreement less payments of compensation previously made.
- C. **Alternatives to Termination.** In the event the Offeror fails to fulfill the terms and conditions of the 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 Offeror 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**

The Offeror shall perform all work and services as an independent contractor and not as an officer, agent, servant or employee of the City of Cincinnati. Offeror 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 of Cincinnati and Offeror. No person performing any of the work or services described hereunder shall be considered an officer, agent, servant or employee of the City of Cincinnati, nor shall any such person be entitled to any benefits available or granted to employees of the City of Cincinnati.

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

The Offeror 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 the Agreement. The Offeror 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 the Agreement. In such event, any materials received by the City pursuant to this agreement shall be retained as liquidated damages.

#### **WAIVER**

The agreement shall be construed in a manner that a waiver of any breach of any provision of the 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 will be entered into and is to be performed in the State of Ohio, City of Cincinnati and Offeror 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 and jurisdiction for any claim or lawsuit arising or resulting from the Agreement shall be Ohio courts and the venue or place for such lawsuit shall be Hamilton County, Ohio.

#### **FORUM SELECTION**

The Offeror 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, the Agreement, or any amendment or attachment thereto, including any duty owed by the Offeror to the City in connection therewith.

#### **AMENDMENT**

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

#### **ENTIRETY**

The Agreement and the agreed upon Exhibits attached thereto will contain the entire Agreement between the parties as to the matters associated with this project. Any oral representations or modifications concerning the Agreement shall be of no force and effect.

#### **SEVERABILITY**

The Agreement shall be severable, if any part or parts of the 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.

### **III. MISCELLANEOUS FORMS TO BE EXECUTED BY OFFEROR**

Required forms to be submitted with by shortlisted teams with their proposals shall include the following:  
(see following pages)

*(For information purposes only)*  
**CITY OF CINCINNATI**  
**LIVING WAGE AFFIDAVIT OF COMPLIANCE**

The undersigned hereby agrees to pay all covered employees, as defined by the Cincinnati Municipal Code Chapter 317, Living Wage Ordinance (LWO), a living wage of \$11.32 per hour to employees who have health care benefits provided by the employer and \$12.82 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 have health benefits provided by this company receive an hourly wage that is at least \$11.32 an hour. The employer cost or contribution for health benefits equals no less than \$1.50 an hour for the average workweek of such employees.

Health Care Provider	Plan #
Contact Person	Phone #

- All of our employees who do not have health benefits provided by this company receive an hourly wage that is at least \$12.82 an hour.
- We have no employees working on this living wage contract.

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

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

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

Name	Name
Name	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.

(SEAL)

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

## **SUBCONTRACTOR OUTREACH PROGRAM (CMC 323-31)**

**The Subcontracting Outreach Program applies to this City professional services contract.** When State and/or federal funding sources require affirmative action goals, those goals as defined in the contract documents replace requirements of this Subcontracting Outreach Program.

Subcontractor Outreach and Participation aspirational Goal of 15%

The Subcontracting Outreach Program (CMC 323-31) requires bidders to make subcontracting opportunities available to a broad base of qualified subcontractors and achieve a minimum of 15% SBE subcontractor participation for professional services and 30% subcontractor participation for construction. To be eligible for award of this project, the Offeror must subcontract a minimum percentage of its bid to qualified available SBE subcontractors. ***The Offeror must list all subcontractors, regardless of amount. Failure to list subcontractors and subcontracting amounts with the bid sufficient to meet or exceed the aspirational subcontracting participation level may cause a bid to be rejected as non-responsive.***

The City of Cincinnati is committed to maximizing subcontracting opportunities for all qualified and available Small Business Enterprises (SBEs). The City monitors the participation of City certified SBEs, including minority and women-owned businesses, in City contracts for the purpose of determining the degree of their utilization in City contracts, and to ascertain whether any impermissible discriminatory barriers are hampering the advancement of individuals within groups as defined by race or gender. The City does not encourage or require the use of any firm because of the race or gender of the owners or employees. The City does, however, expect that contractors will not discriminate against firms on the basis of the race or gender of the firm's owners or employees.

### Online Reporting

A. The City has an aspirational goal that 30% of its total dollars spent for construction and 15% of its total dollars spent for supplies/services and professional services be spent with Small Business Enterprises ("SBEs"), which include SBEs owned by minorities and women. Accordingly, the Owner and/or Company must use best efforts and take affirmative steps to assure SBEs are utilized as sources of supplies, equipment, construction, and services, with the goal of meeting 30 percent SBE participation for construction contracts and 15% participation in supplies/services and professional services contracts. An SBE means a consultant, supplier, contractor, or subcontractor who is certified as an SBE by the City in accordance with Cincinnati Municipal Code ("CMC") Chapter 323. (A list of SBEs may be obtained from the Office of Contract Compliance or from the City's web page <http://www.cincinnati-oh.gov/cmgr/pages/-13241-/>.) The Owner and/or Company may refer interested firms to the Office of Contract Compliance for review and possible certification as an SBE, and applications may also be obtained at <http://www.cincinnati-oh.gov/cmgr/pages/-13241-/>. The Owner and/or Company agree to take at least the following affirmative steps:

1. Including qualified SBEs on solicitation lists.

2. Assuring that SBEs are solicited whenever they are potential sources. The Owner and/or Company must advertise, on at least two separate occasions, both in local minority publications and in other local newspapers of general circulation, invitations to SBEs to provide services, to supply materials, or to bid on construction contracts for the improvements. The Owner and/or Company is encouraged to use internet and similar types of advertising to reach a broader audience, but these additional types of advertising cannot substitute for the above.
  3. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum SBE participation.
  4. When needs permit, establishing delivery schedules which will encourage participation by SBEs.
- B. If any subcontracts are to be let, the Owner and/or Company agrees to require the prime contractor to take the above affirmative steps.
- C. 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 Contractor shall contact the Office of Contract Compliance to obtain instructions, the proper internet link, login information, and password to access the site and set up the necessary reports.
- D. The Owner and/or Company must periodically document its best efforts and affirmative steps to meet the above SBE 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 Owner and/or Company pursuant to Section 2921.12, Ohio Revised Code.
- E. Failure of the Owner and/or Company or its contractors and subcontractors to take the affirmative steps specified above, or to provide fair and equal opportunity to SBEs, or to provide technical assistance to SBEs as may be necessary to reach the minimum percentage goals for SBE participation as set forth in CMC Chapter 323, may be construed by the City as failure of the Company to use best efforts, and in addition to other remedies under this Agreement, may be a cause for the City to file suit in Common Pleas Court to enforce specific performance of the terms of this Section.



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). The Subcontracting Outreach Program applies to City-funded contracts of \$100,000.00 or more.

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-oh.gov](http://www.cincinnati-oh.gov) or from the Office of Contract Compliance.
- **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 Contract Compliance Office after bid opening but prior to contract award).
2. Form 2005- Subcontractor Monthly Business Utilization Report: (must be submitted 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 Office of Contract Compliance at (513) 352-3144.



**CITY OF CINCINNATI  
SUBCONTRACTOR UTILIZATION PLAN  
RFQ374CFMPD3 – Professional Services**

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

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

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 REVIEW PURPOSES.

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

I certify that the above information is true to the best of my knowledge. I understand that any changes to the above must be submitted in writing on the Substitution Form and approved in advance by the City.

<b>Signature</b>	<b>Title</b>	<b>DATE</b>
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**CITY OF CINCINNATI  
 SUBCONTRACTOR UTILIZATION PLAN  
 RFQ374CFMPD3 - Construction**

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

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

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 REVIEW PURPOSES.

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

I certify that the above information is true to the best of my knowledge. I understand that any changes to the above must be submitted in writing on the Substitution Form and approved in advance by the City.

<b>Signature</b>	<b>Title</b>	<b>DATE</b>
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**CITY OF CINCINNATI**  
**STATEMENT OF GOOD FAITH EFFORTS**

**WITH  
OSAL)**

**RFQ374CFMPD3**

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  
OUTREACH/GOOD FAITH SUMMARY SHEET  
RFQ374CFMPD3**

<b>COMPANY NAME:</b>	<b>ADDRESS/TELEPHONE:</b>
<b>BID PACKAGE:</b>	<b>BID DATE:</b>

Name/Address	Type Of Work/Service(s) Solicited	Indicate How Businesses Were Contacted (i.e. Letter, Phone, Fax)	Response To Solicitation (i.e. Will Submit Bid, No Response, Not Interested)	Company Representative	Telephone Number

Please list the name(s) of all firms contacted, and their responses to the above Bid package. If additional space is required, this form may be duplicated.

I hereby certify that the above information is true and accurate.

\_\_\_\_\_  
Company Representative (Name/Title)

\_\_\_\_\_  
Date



**City of Cincinnati**  
**SUBCONTRACTOR APPROVAL REQUEST**  
**Statement of Intent to Utilize Firms**  
 RFQ374CFMPD3

**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*

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

<b>SUBCONTRACTOR</b>	<b>Federal Tax ID</b>	<b>Address</b>	<b>Zip Code</b>		
Authorized Representative	Title	Phone No.			
E-Mail Address	Is SBE registered with 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				

<b>SUBCONTRACTOR</b>	<b>DATE</b>
Requesting Contractor	DATE
Prime Contractor (If not the same as above)	DATE
Specialist Initial/Date	Contract Compliance Officer
	DATE
Contract Administering Agency	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

FORM 2005  
Revised 7/20/05  
(SUBMIT WITH MONTHLY VOUCHER)

**RFQ374CFMPD3**

**THIS DOCUMENT MUST BE SUBMITTED WITH MONTHLY INVOICE**

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

Subcontractor/Vendor ID# (Street Address/Zip/Telephone)	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  
**SUBCONTRACTOR SUBSTITUTION**  
**RFQ374CFMPD3**

**THIS FORM MUST BE COMPLETED AND SUBMITTED TO THE CONTRACT COMPLIANCE OFFICER PRIOR TO TERMINATING THE CONTRACT OF A SMALL BUSINESS ENTERPRISE AFTER THE BIDS HAVE BEEN SUBMITTED OR CONTRACT HAS BEEN AWARDED. INFORMATION RECORDED HEREIN WILL BE INCORPORATED IN THE AWARDEES' CONTRACT.**

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

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

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

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

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

**Form 2004 Subcontractor Approval Form must be submitted with request for substituted subcontractor.**

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

**Prime/General Contractor:**

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

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

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

**Subcontractor/Supplier Replaced:**

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

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

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

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PURCH 66 (6/05)

**AFFIDAVIT OF ORIGINAL OR SUB-CONTRACTOR (LABOR AND MATERIAL)**

The State of Ohio, ) City of Cincinnati, Department of

click on button at right to open drop down selection box

SS

>> edit here if department is not listed

\_\_\_\_\_, Ohio \_\_\_\_\_, 20\_\_

I, \_\_\_\_\_, being first duly sworn  
(Name of person signing affidavit)

says that he is \_\_\_\_\_ of \_\_\_\_\_

check box  (SUB) (TITLE)

THE -  (ORIGINAL) - contractor having a contract with \_\_\_\_\_

the \_\_\_\_\_ for \_\_\_\_\_

situated in Cincinnati, Hamilton County, Ohio, wherefor the City of Cincinnati is the owner.

**SUB-CONTRACTORS**

Said affiant further says that the following shows the names of every sub-contractor in the employ of said \_\_\_\_\_ giving the amount, if any, which is due, or to become due, to them or any of them for work done or machinery, material or fuel furnished to date hereof, under said contract.

**NOTE - This statement must be accompanied by a similar sworn statement signed by each of the sub-contractors listed below.**

NAME	TRADE	AMOUNT DUE OR TO BECOME DUE FOR WORK AND MATERIALS TO DATE HEREOF

**LABOR**

Said affiant further says that the following shows the names of every unpaid laborer in the employ of said \_\_\_\_\_ furnishing labor under said contract, giving the amount, if any, which is due, or to become due, for labor done to date hereof.

**NOTE - If the fact that every laborer has been paid in full, then recite "Every laborer has been paid in full." If not, then give each unpaid laborers name and the amount due or to become due.**

NAME	TRADE	AMOUNT DUE OR TO BECOME DUE FOR LABOR AND MATERIALS TO DATE HEREOF

**MATERIAL MEN**

Said affiant further says that the following shows the names of every person furnishing machinery, material or fuel giving the amount, if any, which is due, or to become due, to them, or any of them, for machinery, material or fuel furnished to date hereof, under said contract.

NAME	KIND OF MACHINERY, MATERIAL OR FUEL	AMOUNT DUE OR TO BECOME DUE FOR MATERIALS TO DATE HEREOF

**NOTE - The above must be accompanied by "Certificate of Material Man." In lieu of such certificate, there may be furnished a written waiver of lien, a written release or receipt.**

That the accounts due or to become due to said sub-contractor, material men and laborers, for work done or machinery, material or fuel furnished to date hereof, to are fully and correctly set forth opposite their name, respectively, in the aforesaid statements, and further evidenced by certificates of every person furnishing machinery, material or fuel, hereto attached and made a part hereof.

Affiant further says that \_\_\_\_\_ has not employed or purchased or procured machinery, material or fuel from, or sub-contracted with any person, firm or corporation, other than those above mentioned, and owes for no labor performed, or machinery, material or fuel furnished, under said contracts, other than above set forth.

**SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE**, at \_\_\_\_\_,

Ohio, this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20

(NOTARY PUBLIC ),

COUNTY, OHIO

**NOTICE CONCERNING AFFIDAVIT FORM**

The above affidavit must be executed and sworn to by the officer or agent of the contractor or subcontractor, as required by the specifications precedent to approval of payment by the city.

**AFFIDAVIT OF CONTRACTOR  
OR SUBCONTRACTOR PREVAILING WAGES**

I, \_\_\_\_\_, \_\_\_\_\_  
(Name of person signing the affidavit) (Title)

of the \_\_\_\_\_, do hereby certify that the  
(name of contractor or subcontractor)

wages paid to all employees for the full number of hours worked in connection with City Contract

Number \_\_\_\_\_ for \_\_\_\_\_  
(description of project)

during the following period from \_\_\_\_\_ to \_\_\_\_\_  
(date) (date)

are in accordance with the prevailing wages prescribed by the contract documents.

I further certify that no rebates or deductions from any wages due any person have been directly or indirectly made other than those provided by law.

\_\_\_\_\_  
(Signature of Officer or Agent)

Sworn to and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

(NOTARY PUBLIC)

**NOTICE CONCERNING WAIVER**

The above waiver must be executed by the officer or the agent of the contractor or subcontractor who supervises the payment of employees, and notarized, before the City will release the surety and/or make final payment due under the terms of the contract.

### AFFIDAVIT OF GENERAL OR MECHANICAL BRANCH CONTRACTOR FOR PARTIAL PAYMENT

STATE OF OHIO

COUNTY OF \_\_\_\_\_

Before me, the undersigned Notary, \_\_\_\_\_ [name of Notary before whom affidavit is sworn],

on this \_\_\_\_\_ [day of month] day of \_\_\_\_\_ [month], 20\_\_\_\_, personally appeared

\_\_\_\_\_ [name of Affiant], known to me to be a credible person and of lawful age,

who being by me first duly sworn, on \_\_\_\_\_ [his or her] oath, deposes and says:

The Affiant is the \_\_\_\_\_ [title] of \_\_\_\_\_ [company],  
the General or Mechanical Branch Contractor.

The Affiant also states that the Invoice requesting a partial payment, attached herewith, includes payments that will be made to the following sub-contractors, in accordance with City of Cincinnati Municipal Code Sections 319-9 and 321-125, within 10 days after receipt of payment from the City:

Name	Address	Trade	Is Sub-Contractor's Work Now Complete?

The Affiant also states that all previous payments due to sub-contractors have been made.

\_\_\_\_\_ [signature of Affiant]

\_\_\_\_\_ [typed or printed name of Affiant]

\_\_\_\_\_ [address of affiant, line 1]

\_\_\_\_\_ [address of affiant, line 2]

Subscribed and sworn to before me, this \_\_\_\_\_ [day of month] day of \_\_\_\_\_ [month], 20\_\_\_\_.

[Notary Seal:]

\_\_\_\_\_ [signature of Notary]

\_\_\_\_\_ [typed or printed name of Notary]

NOTARY PUBLIC

My commission expires: \_\_\_\_\_, 20\_\_\_\_.

**BID CONDITIONS**  
**AFFIRMATIVE ACTION REQUIREMENTS**  
**EQUAL EMPLOYMENT OPPORTUNITY**

For all Non-Exempt Federal and Federally-Assisted Construction Contracts to be Awarded in Hamilton, Clermont and Warren Counties, Ohio; Campbell, Boone and Kenton Counties in Kentucky; and Dearborn County, Indiana.

**NOTICE**

**EACH BIDDER, CONTRACTOR OR SUBCONTRACTOR (HEREINAFTER THE CONTRACTOR) MUST FULLY COMPLY WITH EITHER PART I OR PART II, AS APPLICABLE, OF THESE BID CONDITIONS AS TO EACH CONSTRUCTION TRADE IT INTENDS TO USE ON THIS CONSTRUCTION CONTRACT AND ALL OTHER CONSTRUCTION WORK (BOTH FEDERAL AND NON-FEDERAL) IN THE CINCINNATI AREA DURING THE PERFORMANCE OF THIS CONTRACT OR SUBCONTRACT. THE CONTRACTOR COMMITS ITSELF TO THE GOALS FOR MINORITY MANPOWER UTILIZATION IN EITHER PART I OR PART II, AS APPLICABLE, AND ALL OTHER REQUIREMENTS, TERMS AND CONDITIONS OF THESE BID CONDITIONS BY SUBMITTING A PROPERLY SIGNED BID.**

**THE CONTRACTOR SHALL APPOINT A COMPANY EXECUTIVE TO ASSUME THE RESPONSIBILITY FOR THE IMPLEMENTATION OF THE REQUIREMENTS, TERMS AND CONDITIONS OF THESE BID CONDITIONS.**

Part I: The provisions of this Part I apply to contractors which are party to collective bargaining agreements with labor organizations which together have agreed to the Cincinnati Area Construction Program (hereinafter the Cincinnati Plan) for equal opportunity and have jointly made a commitment to specific goals of minority and, where applicable, female utilization. The Cincinnati Plan is a tripartite voluntary agreement among the Greater Cincinnati Building Trades Council, General and Specialty Contractors Associations, and representatives of the minority community. The Cincinnati Plan, together with all implementing agreements that have been and may hereafter be developed pursuant thereto, are incorporated herein by reference.

Any contractor using one or more trades of construction employees must comply with either Part I or Part II of these Bid Conditions as to each such trade. A contractor may therefore be in compliance with Part I of these Bid Conditions by its participation with the labor organization which represents its employees in the Cincinnati Plan as to one trade provided there is set forth in the Cincinnati Plan a specific commitment by both the contractor and the labor organization to a goal of minority utilization for that trade. Contractors using trades which are not covered by Part I (See Part II, Section A) must comply with the commitments contained in Part II including goals for minorities and female utilization set forth in Part II.

If a contractor does not comply with the requirements of these Bid Conditions, it shall be subject to the provisions of Part II.

Part II: A. Coverage. The provisions of this Part II shall be applicable to those contractors who:

1. Are not or hereafter cease to be signatories to the Cincinnati Plan incorporated by reference in Part I hereof;
2. Are signatories to the Cincinnati Plan but are not parties to collective bargaining agreements;
3. Are signatories to the Cincinnati Plan but are parties to collective bargaining agreements with labor organizations which are not or hereafter cease to be signatories to the Cincinnati Plan;
4. Are signatories to the Cincinnati Plan and are parties to collective bargaining agreements with labor organizations but the two have not jointly executed a specific commitment to goals for minority utilization and incorporated the commitment in the Plan; or
5. Are participating in an affirmative action plan which is no longer acceptable to the Director, OFCGP, including the Cincinnati Plan.
6. Are signatories to the Cincinnati Plan but are parties to collective bargaining agreements with labor organizations which together have failed to make a good faith effort to comply with their obligations under the Cincinnati Plan and, as a result, have been placed under Part II of the Bid Conditions by the Office of Federal Contract Compliance Programs.

B. Requirement — An Affirmative Action Plan. Contractors described in paragraphs 1 through 6 above shall be subject to the

provisions and requirements of Part II of these Bid Conditions including the goals and timetables for "minority utilization, and specific affirmative action steps set forth in Section B.1 and 2 of this Part I.1. The contractor's commitment to the goals for minority utilization as required by this Part II constitutes a commitment that it will make every good faith effort to meet such goals.

1. Goals and Timetables. The goals of minority utilization required of the contractor are applicable to each trade used by the contractor in the Cincinnati Plan area and which is not otherwise bound by the provisions of Part I. For all such trades the following goals and timetables shall be applicable.

Goals for Minority Utilization			
From (1/31/76)	to (Indefinite)	(11.0%-11.8%)	
Goals for Female Utilization			
From (10/80)	to (Indefinite)	(6.9%)	

The goals of minority and female utilization above are expressed in terms of hours of training and employment as a proportion of the total number of hours to be worked by the contractors aggregate work force, which includes all supervisory personnel, in each trade on all projects (both Federal and non-Federal) in the Cincinnati Plan area during the performance of its contract (i.e., the period beginning with the first day of work on the Federal or Federally assisted construction contract and ending with the last day of work).

The hours of minority employment and training must be substantially uniform throughout the length of the contract in each trade and minorities must be employed evenly on each of a contractor's projects. Therefore, the transfer of minority employees or trainees from contractor to contractor or from project-to-project for the purpose of meeting the contractor's goals shall be a violation of Part II of these Bid Conditions.

If the contractor counts the non-working hours of trainees and apprentices in meeting the contractor's goals, such trainees and apprentices must be employed by the contractor during the training period; the contractor must have made a commitment to employ the trainees and apprentices at the completion of their training subject to the availability of employment opportunities; and the trainees must be trained pursuant to training programs approved by the Bureau of Apprenticeship and Training for "Federal Purposes" or approved as supplementing the Cincinnati Plan.

2. Specific Affirmative Action Steps. No contractor shall be found to be in noncompliance with Executive Order 11246, as amended, solely on account of its failure to meet its goals, but shall be given an opportunity to demonstrate that the contractor has instituted all the specific affirmative action steps specified in this Part II and has made every good faith effort to make these steps work toward the attainment of its goals within the timetables, all to the purpose of expanding minority utilization in its aggregate work force in the Cincinnati Plan area. A contractor subject to Part I which fails to comply with

"Minority" defined as including Blacks, Spanish Sumnamed Americans, Orientals and American Indians, and includes both minority men and minority women.

its obligation under the Equal Opportunity clause of its contract (including raiuire 10 meet its fair share obligation if provided in the Cincinnati Plan) or subject to Part 11 which fails to achieve its commitments to the goals for minority utilization has the burden of proving that it has engaged in an affirmative action program directed at increasing minority utilization and that such efforts were at least as extensive and as specific as the following:

- a. The contractor should have notified minority organizations when employment opportunities were available and should have maintained records of the organizations' response.
- b. The contractor should have maintained a file of the names and addresses of each minority referred to it by any individual or organization and what action was taken with respect to each such referred individual, and if the individual was not employed by the contractor, die reasons therefore, if such individual was sent to the union hiring hall for referral and not referred back by the union or if referred, not employed by the contractor, the file should have documented this and the reasons therefore.
- c. The contractor should have promptly notified the contracting or administering agency and the Office of Federal Contract Compliance Programs when the union or unions with which the contractor has collective bargaining agreements did not refer to the contractor a minority sent by the contractor, or when the contractor had other information that the union referral process has impeded efforts to meet its goals.
- d. The contractor should have disseminated its EEO policy within its organization by including it in any employee handbook or policy manual; by publicizing it in company newspapers and annual reports, and by advertising such policy at reasonable intervals in union publications. The EEO policy should be further disseminated by conducting staff meetings to explain and discuss the policy; by posting of the policy; and by review of the policy with minority employees.
- e. The contractor should have disseminated its EEO policy externally by informing and discussing it with all recruitment sources; by advertising in news media, specifically including minority news media; and by notifying and discussing it with a ll subcontractors.
- f. The contractor should have made both specific and reasonably recurrent written and oral recruitment efforts. Such efforts should have been directed at minority organizations, schools with substantial minority enrollment, and minority recruitment and training organizations within the contractor's recruitment area.
- g. The contractor should have evidence available for inspection that all tests and other selection techniques used to select from among candidates for hire, transfer, promotion, training or retention are being used in a manner that does not violate the OFCCP Testing Guidelines in 41 CFR Part 60-3.
- h. The contractor where reasonable should have developed on-the-job

training opportunities and participated and assisted in all Department of Labor funded and/or approved training programs relevant to the Contractor's employee needs consistent with its obligations under this Part 11.

- i. The contractor should have made sure that seniority practices and job classifications do not have a discriminatory effect.
- j. The contractor should have made certain that all facilities were not segregated by race.
- k. The contractor should have continually monitored all personnel activities to ensure that its EEO policy was being carried out including the evaluation of minority employees for promotional opportunities on a quarterly basis and the encouragement of such employees to seek those opportunities.
1. The contractor should have solicited bids for subcontracts from available minority subcontractors engaged in the trades covered by these Bid Conditions, including circulation of minority contractor associations.

NOTE: The Assistant Regional Administrator of the Office of Federal Contract Compliance Programs and the compliance agency staff will provide technical assistance on questions pertaining to minority recruitment sources, minority community organizations and minority news media upon receipt of a request for assistance from a contractor.

3. **Subsequent Signatory to the Cincinnati Plan.** Contractors that are subject to the requirements of Part II at the time of the submission of their bids which, together with labor organizations with which they have collective bargaining agreements, subsequently become signatory to the Cincinnati Plan, either individually or through an association, will be deemed bound to their commitments to the Cincinnati Plan from that time until and unless they once again become subject to the requirements of Part II pursuant to Section A. 1-6.

4. **Non-discrimination.** In no event may a contractor utilize the goals and affirmative action steps required by this Part II in such a manner as to cause or result in discrimination against any person on account of race, color, religion, sex or national origin.

**Part III: Compliance and Enforcement.** In all cases, the compliance of a contractor will be determined in accordance with its obligations under the terms of these Bid Conditions. Therefore, contractors who are governed by the provisions of either Part I or Part II shall be subject to the requirements of that Part regardless of the obligations of its prime contractor or lower tier subcontractors.

All contractors performing or to perform work on projects subject to these Bid Conditions hereby agree to inform their subcontractors in writing of their respective obligations under the terms and requirements of these Bid Conditions, including the provisions relating to goals of minority employment and training.

**A. Contractors Subject to Part I.**

1. A contractor covered by Part I of these Bid Conditions shall be in

compliance with Executive Order 11246, as amended, the implementing regulations and its obligations under Part I, provided the contractor together with the labor organizations or organizations with which it has a collective bargaining agreement meet the goals for minority utilization to which they committed themselves in the Cincinnati Plan, or can demonstrate that every good faith effort has been made to meet the goal. In that event, no formal sanctions or proceedings leading toward sanctions shall be instituted unless the Office of Federal Contract Compliance Programs determines that the contractor has violated a substantial requirement in the Cincinnati Plan or Executive Order 11246, as amended, and its implementing regulations, including the failure of such contractor to make a good faith effort to meet its fair share obligation if provided in the Cincinnati Plan or has engaged in unlawful discrimination. Such violations shall be deemed to be non-compliance with the Equal Opportunity clause of the contract, and shall be grounds for imposition of the sanctions and penalties provided for in Executive Order 11246, as amended.

2. The OFCCP shall review Part I contractors' employment practices during the performance of the contract. Further, OFCCP shall be solely responsible for any final determination that the Cincinnati Plan is no longer an acceptable affirmative action program and the consequences thereof. The OFCCP may, upon review and notice to the contractor and any affected labor organization, determine that the Cincinnati Plan no longer represents effective affirmative action. In that event it shall be solely responsible for any final determination of that question and the consequences thereof.

3. Where OFCCP finds that a contractor has failed to comply with the requirements of the Cincinnati Plan and its obligation under Part I of these Bid Conditions, it shall take such action and/or impose such sanctions as may be appropriate under the Executive Order and its regulations. When the OFCCP proceeds with such formal action it has the burden of proving that the contractor has not met the requirements of these Bid Conditions. The failure of the contractor to comply with its obligations under the Equal Opportunity clause shall shift to it the requirement to come forward with evidence to show that it has met the good faith requirements of these Bid Conditions by instituting at least the specific affirmative action steps listed in Part II Section 2. The Contractor must also provide evidence of its steps toward the attainment of its trade's goals within the timetables set forth in the Cincinnati Plan. The pendency of such formal proceedings shall be taken into consideration by Federal agencies in determining whether such contractor can comply with the requirements of Executive Order 11246, as amended, and is therefore a "responsible prospective contractor" within the meaning of basic principles of Federal procurement law.

**B. Contractors Subject to Part II.** In regard to Part II of these Bid Conditions, if the contractor meets the goals set forth therein or can demonstrate that it has made every good faith effort to meet these goals, the contractor shall be presumed to be in compliance with Executive Order 11246, as amended, the implementing regulations and its obligations under Part II of these Bid Conditions. In that event, no formal sanctions or proceedings leading toward sanctions shall be instituted unless the contracting or administering agency otherwise determines that the contractor is violating the Equal Opportunity clause.

Where the agency finds that the contractor failed to comply with the requirements of Executive Order 11246, as amended, the implementing regulations

and the obligations under Part II of these Bid Conditions, the agency shall take such action and impose such sanctions, which include suspension, termination, cancellation, and debarment, as may be appropriate under the Executive Order and its regulations. When the agency proceeds with such formal action it has the burden of proving that the contractor has not met the goals contained in Part II of these Bid Conditions. The contractor's failure to meet its goals shall shift to it the requirement to come forward with evidence to show that it has met the good faith requirements of these Bid Conditions by instituting at least the specific affirmative action steps listed in Part II, Section 2. The pendency of such proceedings shall be taken into consideration by Federal agencies in determining whether such contractor can comply with the requirements of Executive Order 11246, as amended, and is therefore a "responsible prospective contractor" within the meaning of the basic principles of Federal procurement law.

**C. Obligations Applicable to Contractors Subject to Either Part I or Part II.**

It shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees. Discrimination in referral for employment, even if pursuant to provisions of a collective bargaining agreement, is prohibited by the National Labor Relations Act, as amended, and Title VII of the Civil Rights Act of 1964, as amended. It is the policy of the Office of Federal Contract Compliance Programs that contractors have a responsibility to provide equal employment opportunity if they wish to participate in federally involved contracts. To the extent they have delegated the responsibility for some of their employment practices to a labor organization and, as a result, are prevented from meeting their obligations pursuant to Executive Order 11246, as amended, such contractors cannot be considered to be in compliance with Executive Order 11246, as amended, its implementing rules and regulations.

**Part IV: General Requirements**

1. Contractors are responsible for informing their subcontractors in writing, regardless of tier, as to their respective obligations under Parts I and II hereof, as applicable. Whenever a contractor subcontracts a portion of the work in any trade covered by these Bid Conditions, it shall include these Bid Conditions in such subcontracts and each subcontractor shall be bound by these Bid Conditions to the full extent as if it were the prime contractor. The contractor shall not, however, be held accountable for the failure of its subcontractors to fulfill their obligations under these Bid Conditions. However, the prime contractor shall give notice to the Assistant Regional Administrator of the Office of Federal Contract Compliance Programs of the Department of Labor and to the contracting or administering agency of any refusal or failure of any subcontractor to fulfill its obligations under these Bid Conditions. A subcontractor's failure to comply will be treated in the same manner as such failure by a prime contractor.

2. Contractors hereby agree to refrain from entering into any contract or contract modification subject to Executive Order 11246, as amended, with a contractor debarred from, or who is determined not to be a "responsible" bidder for Government contracts and federally-assisted construction contracts pursuant to the Executive Order.

3. The contractor shall carry out such sanctions and penalties for violation of these Bid Conditions and the Equal Opportunity clause including suspension, termination and cancellation of existing subcontracts and debarment from future contracts as may be

imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations by the contracting or administering agency and the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall also be deemed to be in noncompliance with these Bid Conditions and Executive Order 11246, as amended.

4. Nothing herein is intended to relieve any contractor during the term of its contract from compliance with Executive Order 11246, as amended, and the Equal Opportunity clause of its contract with respect to matters not covered in the Cincinnati Plan or in Part III of these Bid Conditions.

5. The procedures set forth in these Bid Conditions shall not apply to any contract which the head of the contracting or administering agency determines is essential to the national security and its award without following such procedures as necessary to the national security. Upon making such a determination, the agency head will notify, in writing, the Director of the Office of Federal Contract Compliance Programs within thirty days.

6. Requests for exemptions from these Bid Conditions must be made in writing, with justification, to the Director, Office of Federal Contract Compliance Programs, U.S. Department of Labor, Washington, D.C. 20210, and shall be forwarded through and with the endorsement of the head of the contracting or administering agency.

7. Contractors must keep such records and file such reports relating to the provisions of these Bid Conditions as shall be required by the contracting or administering agency or the Office of Federal Contract Compliance Programs.

For the information of bidders, a copy of the Cincinnati Plan may be obtained from the contracting officer.

A list of trades which are currently participating in the Cincinnati Plan may be obtained from the OFCCP or the contracting or administering agency. Signed this 28th day of July, 1976.

Signed \_\_\_\_\_  
Secretary of Labor

Signed \_\_\_\_\_  
Assistant Secretary for  
Employment Standards

Signed \_\_\_\_\_  
Director, Office of Federal  
Contract Compliance Programs



**SUGGESTED FORMAT  
CONTRACTOR'S NOTIFICATION OF SUBCONTRACTS AWARDED**

Bid Condition Area \_\_\_\_\_ Contractor's Name \_\_\_\_\_  
 Month of \_\_\_\_\_ Contractor's Number \_\_\_\_\_

Subcontractor's Name; Address; Identification Number	Contract/Project No.	Dollar Amount	Estimated		Crafts to be Used
			Starting Date	Completion Date	
(1)					
(2)					
(3)					
(4)					
(5)					
(6)					
(7)					
(8)					
(9)					
(10)					

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**SUGGESTED FORMAT  
CONTRACTOR'S LIST OF FEDERAL AND NON-FEDERAL WORK IN BID CONDITION AREAS**

Bid Condition Area \_\_\_\_\_ Contractor's Name & Number \_\_\_\_\_

**I. FEDERALLY-ASSISTED CONTRACTS**

Responsible Federal Agency	Project Name & Location*	Contract/Project Number	Dollar Amount	Percent Complete	Projected Completion Date
(1)					
(2)					
(3)					
(4)					
(5)					

**II. NON-FEDERAL CONTRACTS**

Project Name & Location*	Contract/Project Number	Dollar Amount	Percent Complete	Projected Completion Date
(1)				
(2)				
(3)				
(4)				
(5)				

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\*Location must include city and street address

## Notice to Labor Unions or Other Organizations of Workers

### Non-Discrimination in Employment

To: \_\_\_\_\_ (Name of union or organization of workers)

The undersigned currently holds contract(s) with \_\_\_\_\_

(Name of Applicant)

involving funds or credits of the U.S. Government or (a) subcontract(s) with a prime contractor holding such contract(s).

You are advised that under the provisions of the above contract(s) or subcontract(s) and in accordance with Executive Order 11246, as amended, dated September 24, 1965, as amended, the undersigned is obliged not to discriminate against any employee or applicant for employment because of race, color, creed, or national origin. This obligation rim to discriminate in employment includes, but is not limited to, the following:

**Hiring, Placement, Upgrading, Transfer, or Demotion, Recruitment, Advertising, or Solicitation for Employment, Training During Employment, Rates of Pay or Other Forms of Compensation, Selection for Training Including Apprenticeship, Layoff or Termination.**

This notice is furnished you pursuant to the provisions of the above contract(s) or subcontract(s) and Executive Order 11246, as amended.

Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

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(Contractor or Subcontractor)

(Date)

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OEF.-5 (09/74)

# CITY OF CINCINNATI EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

Adopted by Ordinance NO. 331-1999

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, national or ethnic origin, age, handicap, or Vietnam military service.

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 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 contract. Your company's failure to demonstrate sincere efforts to comply with the City's EEO Program may result in the following actions(s) being taken against your company.

- 1) Condition approval of bid/contract award,
- 2) Company required to submit an Affirmative Action Plan, including goals and timetables for increased minority and/or female participation in company's workforce, and
- 3) Debarment from receiving future purchase order/contract awards.

## PROCEDURE

**You must complete this form OCC 147 prior to award of a bid/contract. You cannot receive an award without having a form OCC 147 approved by the City's Contract Compliance Officer.**

Please complete and return pages one (1), three (3), five (5) and six (6) to the address below.

Office of Contract Compliance  
805 Central Avenue, Suite 234  
Centennial Plaza, Bldg. Two  
Cincinnati, Ohio 45202-1947

For further information call:  
(513) 352-3144

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

Submitted By \_\_\_\_\_  
Date \_\_\_\_\_

## EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

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

1. The contractor and subcontractors, if any, will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national or ethnic origin, age, handicap, or Vietnam military service. The contractor and subcontractors, if any, will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, national or ethnic origin, age, handicap or Vietnam military service. Such action will include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship. The contractor and subcontractors, if any, agree 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 contractors and subcontractors, if any, will in all solicitations or advertisements for employees, placed by or on behalf of the contractor, or any subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national or ethnic origin, age, handicap, or Vietnam military service.
3. The contractor and subcontractors, if any, will send to each labor union or representatives of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the City advising the said labor union or workers=representative of the contractor=s and subcontractor=s commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor and subcontractors, if any, will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations and relevant orders of the Secretary of Labor or other Federal agency responsible for enforcement of the equal opportunity provisions where applicable and will likewise comply with the provisions of Sections 4112.02, 4112.07 and 153.59 of the Ohio Revised Code.
5. The contractor and subcontractors as amended, if any, will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulation and orders of the Secretary of Labor, of pursuant thereto when the same are applicable, and will permit access to all books, records and account by the appropriate City and Federal officials for purposes of investigation to ascertain Compliance with such rules, regulations and orders.
6. In the event of the contractor=s or subcontractor=s non-compliance with the non-discrimination clause of this contract, or with any of such rules, regulation or orders, this contract may be canceled, terminated or suspended in whole or in part, and the contractor may be declared ineligible for further City contracts in accordance with procedures provided in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order, or by rule, regulation or order of the Secretary of Labor, the City Manager, or as may otherwise be provided by law.
7. The contractor will include the provisions of Paragraphs 1 through 8 herein every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, or by the order of the City Manager, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the City may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as the result of such direction by the City, the contractor may request, in the case of contracts receiving Federal assistance, the United States to enter into such litigation to protect the interests of the United States.
8. The contractor shall file and shall cause each of his subcontractors, if any, to file compliance reports with the City in the form and to the extent as may be prescribed by the City Manager. Compliance reports filed at such times as directed shall contain information as to the practices, policies, programs, and employment policies, and employment statistics of the contractor and each subcontractor.

## 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 A/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 Contract Compliance Division. This evaluation will directly influence our decision on the qualification 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, national or ethnic origin, age, handicap, or Vietnam military service with regard to recruitment, hiring, training, upgrading, promotion, disability or maternity leave, discipline and remuneration of employees or an applicant for employment. 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 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: <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">a. All employees</td> <td style="width: 50%;">b. All advertisement and recruitment sources</td> </tr> <tr> <td>c. All relevant employee organizations</td> <td>d. All subcontractors including labor unions</td> </tr> </table>	a. All employees	b. All advertisement and recruitment sources	c. All relevant employee organizations	d. All subcontractors including labor unions	
a. All employees	b. All advertisement and recruitment sources					
c. All relevant employee organizations	d. All subcontractors including labor unions					
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 on a non-discriminatory basis.					
A B C	5. If the Company/Organization sponsors or finances educational or training programs for the benefit of employees it will do so without regard to race, religion, color, sex or national origin.					
A B C	6. If the Company/Organization has recruiters, they will seek a broad recruitment base in order that a representative cross-section of applications might be obtained; and will refrain from a hiring policy which limits job applicants to persons recommended by company/organization personnel.					
A B C	7. The Company/Organization will take steps to integrate any positions, departments or plant locations which have no minority persons, or are predominantly staffed with one particular ethnic, sex-classified or racial group.					
A B C	8. Answer only if you are a Construction Contractor.® In order to achieve an integrated work force the Company/Organization will employ minority workers in each trade, and/or implement an Affirmative Action Program satisfactory to the Contract Compliance Division, City of Cincinnati.					
A B C	9. The Company/Organization will review its qualifications for each job to determine whether such standards eliminate unemployed persons or underutilized persons who could perform the duties of the jobs adequately. Review should include, but not be limited to, the following qualificational areas: <table style="width: 100%; border: none;"> <tr> <td style="width: 25%;">a. Education</td> <td style="width: 25%;">b. Experience</td> <td style="width: 25%;">c. Tests</td> <td style="width: 25%;">d. Arrest records</td> </tr> </table>	a. Education	b. Experience	c. Tests	d. Arrest records	
a. Education	b. Experience	c. Tests	d. Arrest records			
A B C	10. Residence in a particular geographical area will not be a qualifying criterion for employment with the Company/Organization.					
A B C	11. The Company/Organization will provide that all bargaining agreements with employee organization, including labor unions, have non-discrimination clauses requiring equal employment opportunity.					

## INSTRUCTIONS FOR COMPLETION OF PAGE 5

- 1) Enter total number of employees in column (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 groups of the males and enter totals in column eight (8).
- 4) Break down columns nine (9) through thirteen (13) into race/ethnic groups 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 executive 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 relation 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 non-manual 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 know- ledge 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 lead-men who are not members of management, mechanics and repairmen, skilled machining occupations, compositors and typesetters, electricians, engravers, job setters (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 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.**

**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.**

# EMPLOYMENT DATA

Please note that these data may be obtained by visual survey or post-employment records. Neither visual surveys nor post-employment records are prohibited by any federal, state or local law. All specified data are required to be filled in by law.

	ALL EMPLOYEES		MALES						FEMALES					
	(1) TOTAL MALE & FEMALE	(2) HANDI- CAPPED	(3) WHITE	(4) AFRICAN AMER.	(5) ASIAN OR PACIFIC ISLANDER	(6) AMER. IN. ALASKAN NATIVE	(7) HISPANIC	(8) TOTAL MALE	(9) WHITE	(10) AFRICAN AMER.	(11) ASIAN OR PACIFIC ISLANDER	(12) AMER. IN. ALASKAN NATIVE	(13) HISPANIC	(14) TOTAL FEMALE
Officials, Managers and Supervisors														
Professionals														
Technicians														
Sales Workers														
Office & Clerical														
Craftspersons (Skilled)														
Operatives (Semi-skilled)														
Laborers (Unskilled)														
Service Workers														
Apprentices														
<b>TOTAL</b>														
Total employment from previous report (if any)														

**CITY OF CINCINNATI**  
**CONTRACT COMPLIANCE DIVISION**  
**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"/> Sub-Contractor/Construction |
| <input type="checkbox"/> Prime Contractor/Professional | <input type="checkbox"/> Sub-Contractor/Professional |
| <input type="checkbox"/> Supplier (Goods/Services)     | <input type="checkbox"/> Non-Profit Organization     |
| <input type="checkbox"/> Educational Institution       | <input type="checkbox"/> Other (Please List) _____   |

**SEX AND RACE OF BUSINESS OWNER(S)**

CHECK APPROPRIATE BOX BELOW

- |                                 |   |   |                                      |
|---------------------------------|---|---|--------------------------------------|
| <input type="checkbox"/> Male   | <input type="checkbox"/> White            | <input type="checkbox"/> Amer. Indian/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 APPROPRIATE BOX\*\*\*

- |                                 |   |   |                                      |
|---------------------------------|---|---|--------------------------------------|
| <input type="checkbox"/> Male   | <input type="checkbox"/> White            | <input type="checkbox"/> Amer. Indian/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