

THE BANKS



CITY OF CINCINNATI and HAMILTON COUNTY



**Request for Qualification Statements
for
Consultant Services With Respect
to Implementation of the
Joint Policy for Small Business Enterprise,
Economic Inclusion and Workforce Development**

**Regarding
The Banks Public
Infrastructure Project**

Request for Proposal Number: 018-08

Date Issued: January 24, 2008

Proposal Due Date: February 12, 2008



THE BANKS PROJECT REQUEST FOR QUALIFICATION STATEMENTS

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REGISTRATION FORM

PLEASE READ AND ACKNOWLEDGE RECEIPT OF THIS DOCUMENT

RFQ#: 018-08 – Banks Economic Inclusion Consultant

DATE: _____, 2008

Have you been banned from doing business with the State of Ohio? YES ___ NO ___

All inquiries regarding this RFQ are to be in writing and are to be mailed or faxed to:

Amy Hoh, CPPO, Purchasing Director
Hamilton County
138 E. Court Street, Room 507
Cincinnati, Ohio 45202
Fax #: (513) 946-4335

Neither the Board of Commissioners of Hamilton County, Ohio (the “County”) nor the City of Cincinnati, Ohio (the “City”, together with the County being referred to herein as the “Public Parties”) will entertain any oral questions regarding this RFQ. Other than specified above, no Contractor may contact any official, employee, project team member or evaluation team member of either of the Public Parties. Contractors are not to schedule appointments or have contact with any of the individuals connected to or having decision-making authority regarding the award of contracts related to this RFQ. **Inappropriate contact may result in rejection of the Contractor’s proposal, including attempts to influence the RFQ process, evaluation process or award process by the Contractors who have submitted proposals or by others on their behalf.**

The only appropriate contact is with the County’s Purchasing Department as listed above.

The Contractors interested in submitting proposals in response to this RFQ must register by completing and faxing this page to: Amy B. Hoh, CPPO, Purchasing Director, Hamilton County, 138 E. Court Street, Room 507, Cincinnati, Ohio 45202 at (513) 946-4335. By doing so, a Contractor will be registering its interest in this RFQ, attendance at pre-qualification meetings, and all ensuing addenda to this RFQ. Execution of this page by the Contractor is an acknowledgement that the Contractor has read and understands the information contained on this page.

Contractor’s Name: _____

Address: _____

Sales Representative’s Name: _____

Telephone Number: _____

Facsimile Number: _____

E-Mail Address: _____

Signature: _____

Date: _____

Number of People Attending Pre-Qualification Meeting (if applicable): _____

Registration helps ensure that Contractors will receive any addenda to or correspondence regarding this RFQ in a timely manner. The Public Parties will not be responsible for the timeliness of delivery via the U.S. mail.

GENERAL CONDITIONS AND INSTRUCTIONS TO CONTRACTORS

1. Hamilton County, Ohio (the “County”) and the City of Cincinnati, Ohio (the “City”, and together with the County, the “Public Parties”) reserve the right to reject any or all proposals and, unless otherwise specified by the Contractor, to accept any item in the proposal.
2. The Public Parties are equal business opportunity governmental entities and recognize that small businesses promote employment and economic growth. The Public Parties encourage the participation of small businesses on local public projects.
3. **The small business participation goal for this contract is 35%.** The goal may be achieved by contracting with subcontractors and suppliers that have been certified as small business enterprises by the City.
4. The Public Parties will make the final payment when the services to be performed have been fully completed to the full satisfaction of the Public Parties.
5. In case of default by the Contractor, the Public Parties may procure the services from other sources and hold the Contractor responsible for any excess costs occasioned thereby.
6. Prices must be stated in the units or quantities specified.
7. Prices quoted are considered as being in strict accordance with the specifications as shown in this RFQ.
8. Whenever a reference is made in the specifications or in describing services required, the Contractor, if awarded the contract, will be required to perform the services in strict accordance with the specifications and descriptions **UNLESS** a departure or substitution is clearly noted and described in the proposal by the Contractor and accepted by the Public Parties.
9. The Contractor, if awarded a contract, agrees to protect, defend, and hold harmless the Public Parties against any demand for payment for the use of any patented material, process, article, or device that may be used in connection with the performance of the services covered by the contract. The Contractor further agrees to indemnify and hold harmless the Public Parties from suits or actions of every nature and description brought against the Public Parties, or either of them, for or on account of any injuries or damages received or sustained by any party or parties by or from any acts of the Contractor, or the servants or agents of the Contractor. To this extent, the Contractor agrees to furnish adequate public liability and property damage insurance, the amount of which is specified herein or will be determined by the Public Parties wherever such insurance, in the opinion of the Public Parties, is deemed necessary.
10. **Proposals shall be irrevocable for a period of one hundred and twenty (120) days after they are opened by the County’s Purchasing Department, unless otherwise agreed to in writing by the Contractor and the Public Parties.** If accepted, the Contractor, within one hundred and twenty (120) days after receiving notice of acceptance of the Contractor’s proposal, will be willing to enter into a contract in writing for the services required, with a surety to the satisfaction of the Public Parties, faithfully to perform said contract according to its terms and to said specifications. The Contractor will promptly pay all damages and expenses occurring to the Public Parties, or either of them, by reason of the failure or refusal of the Contractor to enter into said contract. The Public Parties will treat all the Contractors alike in every respect, and the Public Parties will take final action on the Contractor’s and all other proposals no later than one hundred and twenty (120) days after the Contractor’s and all other proposals are opened aforesaid. No proposal, nor any obligation assumed hereunder by the Public Parties, shall be considered as accepted until such time as the Public Parties may deposit in the U.S. mail written notice, addressed to the successful Contractor at the address given on the acceptance of the proposal or award of a contract.

11. The Contractor agrees to comply with any applicable new laws or acts regulating public contracting procedures.
12. Each proposal must be signed by or on behalf of the Contractor by an authorized officer or representative of the Contractor. Proposals submitted by partnerships must be signed in the partnership's name by one of the members of the partnership, or by an authorized representative of the partnership followed by the signature and title of the person signing. Proposals by corporations must be signed in the name of the corporation, followed by the signature and designation of the President, Secretary, or other person authorized to bind the corporation in the matter.
13. To receive consideration, proposals **MUST BE RECEIVED** prior to the specified time of opening and reading as designated in this RFQ.
14. Contractors are required to use the proposal form furnished by the County's Purchasing Department, if any, when submitting proposals. Envelopes and packages must be sealed when submitted and the RFQ # must be prominently written/displayed on the outside of the envelopes and packages.
15. Proposals having erasures or corrections thereon will be rejected unless explained or noted over the signature of the Contractor.
16. References in the specifications or in describing the services required are made for descriptive purposes to guide in understanding the type of work that will be required to be performed by the Contractor.
17. Proposals must be mailed or delivered to: Amy Hoh, CPPO, Purchasing Director, Purchasing Department, Hamilton County, Room 507, Administration Building, 138 East Court Street, Cincinnati, Ohio 45202.
18. A Contractor's conference will be held at Great American Ball Park, 100 Main Street, 4192 Club (western side), Cincinnati, Ohio 45202 on February 5, 2008 at 9:30 a.m., EST. The purpose of the conference is to answer questions related to this RFQ. While the conference is not mandatory, no other opportunity to visit this site will be provided prior to completion of the selection process.
19. Contractors should carefully examine this entire RFQ and any addenda thereto, all related materials and data referenced in this RFQ or otherwise available, and should become fully aware of the nature of the request and the conditions to be encountered in performing the requested services. If a Contractor discovers any ambiguity, conflict, discrepancy, omission or other error in this RFQ, the Contractor should immediately notify the Public Parties or their designees of such error in writing and request clarification or modification of this document. Modifications will be made by addenda issued pursuant to Section I, E(4) of this RFQ. Clarification will be given by fax to all registered Contractors without divulging the source of the request. All Contractors who plan to submit a proposal must register with the County using the registration form included with this RFQ. If a Contractor fails to notify the Public Parties or their designees prior to 5:00 p.m. on February 6, 2008 of an error in this RFQ known to the Contractor, or of an error that reasonably should have been known to the Contractor, the Contractor will submit its proposal at the Contractor's own risk, and if awarded the contract, the Contractor will not be entitled to additional compensation or time by reason of the error or its later correction.
20. Contractors must mail or deliver one (1) executed original copy and ten (10) duplicates of the entire written proposal to the County at the address listed in Section 17 above no later than 11:00 a.m., EST, on February 12, 2008. All proposals must reference RFQ #018-08—Banks Economic Inclusion Consultant.

21. This RFQ does not commit the Public Parties to procure or award a contract for services, or to defray any costs incurred by a Contractor in responding to this RFQ. The Public Parties reserve the right to cancel, alter or amend this RFQ. In such event, all persons who have received this RFQ and who have registered as a Contractor with the Public Parties will be notified in writing. The Public Parties reserve the right to request clarification of proposals from any or all submitting Contractors; however, the Public Parties will not be required to request missing information from a proposal submitted that may cause the proposal to be considered non-responsive.
22. The Public Parties reserve the right to waive any irregularities in any submitted proposal, or in the proposal review and selection process.
23. Any unauthorized communications or attempted unauthorized communications with certain individuals associated with the Banks Project or this RFQ may result in the rejection of the Contractor's proposal by the Public Parties. Such individuals include:
 - Hamilton County and/or Cincinnati Public Officials
 - Project Managers and their staff assigned to the project
 - Issuing Officer
 - Individuals involved with the proposals evaluation process

The integrity of the competitive RFQ process is very important to the Public Parties in the administration of their business affairs, County and City residents, taxpayers, and the Contractors that participate in the RFQ process in good faith. Behavior by Contractors who violate or attempt to manipulate this competitive RFQ process in any way is taken very seriously by the Public Parties.

Examples of unauthorized communications are:

- Telephone calls
 - Letters or faxes regarding the project or its evaluation made to anyone other than the proper designated contact person prior to the award of the contract
 - Visits to the Public Parties respective offices in person or through a third party in an attempt to obtain nonpublic information regarding this RFQ
 - E-mail, except to the proper contact person as designated in this RFQ
24. Communication being mailed or faxed regarding legal aspects of the RFQ competitive process or technical aspects of the project should be sent to Hamilton County, 138 E.. Court Street, Room 507, Cincinnati, Ohio 45202 (fax # (513) 946-4335). No questions will be accepted after 5:00 p.m., EST, on February 5, 2008. The final responses to such questions will be faxed on February 7, 2008 at the close of business. Only Contractors who have registered for this RFQ will receive copies of all questions and answers.

25. By responding to this RFQ, each Contractor certifies that the Contractor has no final judgments against it in the aggregate amount of fifty percent (50%) of the amount of the project that have not been or will not have been satisfied at the time of award of the contract to it.
26. This RFQ is conditioned upon the availability of federal, state or local funds, which are appropriated or allocated for payment of the proposed services. If, during any stage of this RFQ, funds are not allocated and available for the proposed services, this RFQ process will be cancelled. The Public Parties will notify the registered Contractors at the earliest possible time if this occurs. The Public Parties are under no obligation to compensate Contractors for any expenses incurred as a result of the RFQ process.
27. During the performance of the contract, the Contractor agrees as follows:
- a.) The Contractor and its 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 its 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 its subcontractors, if any, agree to post in conspicuous places available to employees and applicants for employment notices to be provided by the Public Parties setting forth the provisions of this non-discrimination clause.
 - b.) The Contractor and its subcontractors, if any, in all solicitations or advertisements for employees, placed by or on behalf of the Contractor, or any subcontractor, will 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.
28. A proposal which contains false or misleading statements, or which provides references that do not support an attribute or condition contended by the Contractor, may be rejected. If, in the opinion of the Public Parties such information was intended to mislead the Public Parties in their evaluation of the proposal and the attribute, condition, or capability is a requirement of this RFQ, the proposal will be rejected. **The Contractors who mislead the Public Parties by providing demonstrations with products, features or services that are not included in their proposals will have their proposals rejected.**
29. An individual who is authorized to bind the Contractor contractually must sign the proposal. The signature must indicate the title or position the individual holds with the Contractor. Contractors that sign contracts in the name of the Contractor must provide the name of an authorized officer for signature validation. Any and all unsigned proposals will be rejected.
30. Upon request, a receipt will be issued for all proposals received. Proposals received after the deadline will not be considered. No telegraphic, facsimile, or telephone proposals will be accepted. If mailed, the Contractor should use certified or registered mail, UPS, or Federal Express with return receipt requested.
31. It is absolutely essential that Contractors carefully review all elements in their final proposals. Once opened, proposals cannot be altered; however, the Public Parties reserve the right to request information or respond to inquiries for clarification purposes only.
32. The Public Parties reserve the right to:

- Accept a proposal in response to this RFQ on the basis of individual items, or on the entire list of items
 - Award or not award any portion of a contract in response to the proposals received
 - Award contracts to multiple Contractors who respond to this RFQ
 - Reject any or all proposals, or any part thereof
 - Waive any informality in this RFQ
 - Eliminate conditions or terms that are not in the best interest of the Public Parties and/or their residents
33. Concealed weapons, whether with or without a permit, are not allowed in any City or County building. Under applicable law, “[u]nless otherwise authorized by law, pursuant to the Ohio Revised Code, no person shall knowingly possess, have under the person's control, convey, or attempt to convey a deadly weapon or dangerous ordnance onto these premises.”
34. The contents of this RFQ and the commitments set forth in the selected proposal will be considered contractual obligations of the Contractor submitting such proposal, if a contract ensues. Failure to accept these obligations may result in cancellation of the contract award.
35. The Contractor will protect, defend, and hold free and harmless the Public Parties and their respective members, commissioners, officers, employees, and agents against all claims that any of the designs supplied hereunder infringes a U.S. patent or copyright. The Contractor will pay all resulting costs, damages, and attorney’s fees to defend such parties and persons against such claims. The Public Parties will promptly notify the Contractor in writing of all such claims, and the Contractor will have control of the defense and all related settlement negotiations. If such claim has occurred, or is likely to occur, the Public Parties agree to permit the Contractor, at the Contractor’s option and expense, either to procure for the right to continue using the designs or programming or to replace or modify the same so that they become non-infringing but still meet the requirements of this RFQ.
36. Any Contractor engaging in any service for the Public Parties requiring the Contractor to come into contact with confidential information will be required to hold confidential such information made available to the Contractor.
37. The selected Contractor warrants that, for the duration of the contract awarded for this project and all amendments or renewals of the same with the Public Parties, the Contractor will not solicit City or County employees to work for Contractor.
38. During the contract with the Public Parties, and for such additional time as may be required, the Contractor will provide, pay for, and maintain in full force and effect the insurance outlined herein for coverage at not less than the prescribed minimum limits covering Contractor’s activities, those activities of any and all its subcontractors and those activities or anyone directly or indirectly employed by the Contractor or its subcontractors or by anyone for whose acts any of them may be liable.

- a.) Each policy required by this clause, except worker's compensation and professional liability, shall endorse "the Public Parties, their respective members, commissioners, officials, employees, agents, and volunteers" as additional insureds. The additional insureds endorsement shall be on an ACORD or ISO form.
- b.) The Contractor shall furnish the Public Parties with a certificate of insurance describing the insurance specified under the awarded contract. The certificate shall be provided on an ACORD 25 form or equivalent. The Contractor shall furnish the Public Parties with a copy of the worker's compensation insurance certificate if it is not described in the ACORD 25 insurance certificate. Failure of the Public Parties to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Public Parties to identify a deficiency from evidence provided shall not be construed as a waiver of the Contractor's obligation to maintain such insurance.
- c.) The acceptance of delivery by the Public Parties of any certificate of insurance evidencing that the required coverage and limits does not constitute approval or agreement by the Public Parties that the insurance requirements have been met or that the insurance policies shown in the certificates of insurance are in compliance with the requirements.
- d.) The Public Parties shall have the right, but not the obligation, of prohibiting the Contractor or its subcontractor(s) from conducting business with the Public Parties until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the Public Parties. If the Contractor fails to maintain the insurance as set forth herein, the Public Parties shall have the right, but not the obligation, to purchase said insurance at the Contractor's expense. Alternatively, the Contractor's failure to maintain the required insurance may result in termination of the contract awarded to the Contractor at the Public Parties sole option. If any of the coverage is required to remain in force after final payment, an additional certificate evidencing continuation of such coverage shall be submitted to the Public Parties with the Contractor's final invoice. All certificates of insurance shall reference the project/contract number for which the insurance is being provided.
- e.) To the extent feasible, all insurance shall be provided through companies admitted to do business in the State of Ohio. Insurance policies provided by companies not admitted to do business in the State of Ohio shall be reviewed in advance by the Public Parties. Each issuing company minimally shall have an A.M. Best rating of A: VII. In addition, certified copies of all insurance policies or amendatory endorsements required must be provided to the Public Parties within ten (10) days of Contractor's receipt of written request for those copies.
- f.) All insurance coverage required of the Contractor shall be primary over any insurance or self funded program carried by the Public Parties. Any insurance or self insurance maintained by the Public Parties shall be excess of the Contractor's insurance and shall not contribute to it.
- g.) By requiring insurance, the Public Parties do not represent that coverage and limits will necessarily be adequate to protect the Contractor. Insurance affected or procured by Contractor will not reduce or limit the Contractor's contractual obligation to indemnify and defend the Public Parties for claims or suits which result from or are connected with the performance of the awarded contract.

- h.) To the extent commercially available at no additional cost, the policy or policies providing insurance as required, with the exception of professional liability (if applicable) and workers' compensation, must cover and include the City, the County and the Board of County Commissioners of the County and their respective members, officials, officers, employees, agents, and volunteers as additional insureds on a primary basis for work performed under or incidental to the contract. The form of the additional insureds endorsement shall be the most recent edition of Insurance Services Office CG 20 10 (Form B) or its equivalent. If any of the additional insureds have other insurance applicable to the loss, it shall be on an excess or contingent basis. The amount of the Contractor's insurance shall not be reduced by the existence of such other insurance.
- i.) The Contractor shall require all insurance policies in any way related to the goods or services provided under the contract awarded to the Contractor and secured and maintained by the Contractor to include a severability provision or an endorsement waiving "cross claim exclusion between insureds" verbiage contained therein. The Contractor shall require of its subcontractors, by appropriate written agreements, that similar waivers are included in the subcontractors' insurance policies.
- j.) All required insurance coverage will be maintained without interruption during the entire term of the contract awarded to the Contractor. The products and completed operations coverage under the commercial general liability policy will maintain coverage for the entire term of such contract, plus an additional two (2) years, following final acceptance of the services by the Public Parties.
- k.) The Contractor's general liability insurance policy must be endorsed to reflect the fact that Public Parties and any tenants shall continue to operate business activities of the Contractor and that no property used in connection with the Public Parties and tenants' activities shall be considered by the Contractor's insurance company as being in the care, custody, or control of the Contractor.
- l.) If any insurance required herein is to be issued or renewed on a claims-made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of the project. Further, the policy shall state that in the event of cancellation or non-renewal, claim discovery period or "tail coverage" shall be 1 year beyond the cancellation date.
- m.) The Contractor shall cause each subcontractor employed by the Contractor to purchase and maintain insurance of the types specified below. When requested by the Public Parties, the Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.
- n.) If the Contractor is a joint venture involving two (2) or more entities, then each independent entity shall satisfy the limits and coverage specified herein or the joint venture shall be named insured under each policy specified.
- o.) The Contractor shall require all insurance policies in any way related to the work and secured and maintained by the Contractor to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against the Public Parties. The Contractor shall require, of its subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
- p.) The Contractor and the Public Parties agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required herein, in all areas of safety, insurance program administration, claim reporting and investigating, and audit procedures.

q.) Either of the Public Parties first party loss insured under the policies required herein will be adjusted by The Contractor and the Public Parties, as their respective interest may appear, and made payable to the County as trustee for the insureds as their respective interest may appear, subject to the requirements of any applicable mortgagee clause. The County, as trustee, shall have the power to adjust and settle any loss with the insurers unless one of the parties in interest objects in writing within five (5) days after the loss to exercise of this power. If such objection is made, an arbitrator mutually acceptable to the parties in interest and the County shall be chosen promptly. The County, as trustee, shall in such case make settlement with the insurers in accordance with the directions of such arbitrator. If distribution of the insurance proceeds by arbitration is required, the arbitrators shall direct such distribution.

r.) At the Contractor's expense, all limits must be maintained at all times due to claims on the project or any other project. Failure to do so may result in cancellation of the awarded contract at the Public Parties sole discretion. If the Contractor fails to renew, replace or replenish the coverage required, the Public Parties may do so on the Contractor's behalf and deduct the cost from the Contractor's payments.

s.) To the extent applicable, the amounts and types of insurance shall conform to the minimum terms, conditions, and coverage of Insurance Service Office (ISO) policies, forms, and endorsements.

t.) If the Contractor has any self-insured retentions or deductible under any of the following minimum required coverage, the Contractor must identify on the certificate of insurance the nature and amount of such self-insured retentions or deductible and must provide the Public Parties satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductible shall be the Contractor's sole responsibility.

u.) The Contractor must maintain commercial general liability insurance covering all operations by or on behalf of the Contractor on an occurrence basis against claims for personal injury (including bodily injury and death) and property damage (including loss of use). Such insurance shall have these minimum limits and coverage:

Minimum Limits:

- \$1,000,000 each occurrence
- \$2,000,000 general aggregate
- \$2,000,000 products and completed operations aggregate
- \$100,000 fire liability

Coverage:

- Equivalent to most recent ISO commercial general liability form ISO CG 00 01
- Products and completed operations coverage maintained for at least two (2) years
- Blanket contractual liability
- Broad form property damage
- Severability of interest
- Personal injury
- Waiver of subrogation
- Joint venture as named insured (as applicable)
- Additional insured endorsement
- If this is a construction project contract, then the general aggregate limit shall apply to each project.

v.) The Contractor shall maintain business auto liability insurance covering liability arising out of any auto (including owned, hired, and non owned autos) assigned to or used in performance of the work contemplated under the awarded contract. The policy shall be at least as broad as the current version of the ISO CA 00 01 form.

Minimum Limits:

- \$1,000,000 combined single limit each accident

Coverage:

- Additional insured endorsement
- Specific waiver of subrogation
- Contractual liability

w.) The Contractor shall maintain workers' compensation and employer's liability insurance.

Minimum Limits:

- Worker's compensation-statutory limit meeting the requirements under the laws of Ohio
- Employer's liability
 - \$1,000,000 bodily injury for each accident
 - \$1,000,000 bodily injury by disease for each employee
 - \$1,000,000 bodily injury disease aggregate

x.) The Contractor must maintain umbrella/excess liability insurance on an occurrence basis in excess of the underlying insurance described in commercial general liability insurance, and business automobile liability insurance, which is at least as broad as each and every one of the underlying policies.

y.) The amounts of general liability, business auto liability and umbrella/excess liability insurance required to be maintained by the Contractor may be satisfied by the Contractor purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in general liability, business auto liability and umbrella/excess liability when added together.

- Minimum Limits:

- \$3,000,000 combined single limit and aggregate limit.

- Coverage:

- Additional insured endorsement
- Pay on behalf of wording
- Concurrency of effective dates with primary
- Blanket contractual liability
- Punitive damages coverage (where not prohibited by law)
- Aggregates: apply where applicable in primary
- Care, custody, and control-follow form primary
- Drop down feature
- Specific waiver of subrogation

SECTION I – GENERAL INFORMATION

A. Introduction

This Request for Qualification Statements (“RFQ”) is being issued by the City of Cincinnati, Ohio (the “City”) and the Board of Commissioners of Hamilton County, Ohio (the “County”). The purpose of this RFQ is to solicit proposals for consulting services from qualified firms with respect to inclusion outreach in connection with the implementation of the **Joint Policy for Small Business Enterprise, Economic Inclusion and Workforce Development** (the “Joint Policy”) adopted by the City and the County for the Public Infrastructure – Phase I portion of the Banks project (the “Banks Project” or the “Banks”). The selected consultant (the “Consultant”) will serve as an integral member of the project team to provide expertise and services as more specifically described in this RFQ. A copy of the Joint Policy is attached to this RFQ as **Appendix A**. Terms used in this RFQ but not defined in this RFQ have the respective meaning assigned to them, if any, in the Joint Policy, unless the context otherwise requires.

B. Project Description

The *Banks Project* is a public improvement and mixed-use development project in Cincinnati, Ohio, on the southern edge of downtown along the Ohio River, situated between Paul Brown Stadium to the west and the Great American Ball Park to the east. The Banks Project potentially includes 1,800 residential units, one million square feet of office space and more than 300,000 square feet of retail space. The Banks Project also includes the completion of Cincinnati’s central riverfront street grid and the Central Riverfront Intermodal Parking Garage Facility with approximately 5,000 parking spaces. The build-out of the Banks will occur in multiple phases over a period of ten to fifteen years. The Public Infrastructure—Phase I portion of the Banks Project (“Phase I”) is expected to cost approximately \$50.8 million and is scheduled to commence in the Spring of 2008.

The Banks Project is the first of its kind in Cincinnati and will benefit the entire region. In addition to creating a residential neighborhood, notable business district and vibrant modern entertainment area, the Banks will be a catalyst for economic growth and the revitalization of the Cincinnati region. It is estimated that five million people will visit the Banks annually.

The City and the County (collectively, the “Public Parties”) have selected Riverbanks Renaissance, LLC (a joint venture between Carter Commercial Services, LLC and The Dawson Company, both of Atlanta, Georgia) to serve as Development Manager for the Banks Project. Riverbanks Renaissance, LLC (the “Development Manager”) will administer the work of the Consultant in conjunction with the Public Parties.

Phase I, scheduled from March 2008 to August 2009, includes the following components:

1. Design and construction of a two-level parking garage facility to provide parking for the general public, special events and a mixed use development—budgeted costs: \$38 million; and
2. Street grid completion and related improvements (including installation of utilities and utility relocations)—budgeted costs: \$12.77 million.

C. Project Team

The project team for Phase I is currently as follows:

Public Parties:	Board of Commissioners of Hamilton County, Ohio and City of Cincinnati, Ohio
Garage Facility Structural Design Engineer:	THP Limited, Inc.
Street Grid and Utility Engineer:	Burgess & Niple LLC
Construction Manager:	Messer Construction
Development Manager:	Riverbanks Renaissance, LLC

The Joint City-County Banks Working Group also will serve in an advisory capacity to the Public Parties, pending the appointment of a joint City-County Banks steering committee.

D. General Scope of Services

The Consultant will be required to work cooperatively with the Hamilton County Office of Small Business Development and the City of Cincinnati Office of Contract Compliance in the implementation and administration of the Joint Policy. The general scope of services of the Consultant is outlined below. However, proposing firms are encouraged to suggest alternatives and enhancements to the scope of services that would further the purpose of the Joint Policy.

As used herein, “Contractor” means any bidder, contractor, subcontractor, professional service provider, supplier, vendor or person doing business with or soliciting business from the County and/or the City relating to the Banks Project, unless the context otherwise requires.

1. NON-DISCRIMINATION POLICY:

Each potential Contractor will have to certify in writing to the Public Parties prior to being awarded a contract or procurement related to the Banks Project that the Contractor will comply with all requirements of the Non-Discrimination Policy set forth in the Joint Policy (See Appendix A--Section 2, *Non-Discrimination Policy*, of the Joint Policy).

The Consultant will be responsible for assisting the Public Parties in administering a program that ensures notification to Contractors of the Non-Discrimination Policy and their responsibilities with respect to the policy.

2. DISADVANTAGED BUSINESS ENTERPRISE PROGRAM:

[See Appendix A –Section 3, *DBE Policy Statement and Objectives*, and Section 4, *DBE Program Requirements*, of the Joint Policy.]

Phase I will be funded in part by financial assistance from the U.S. Department of Transportation, Federal Highway Administration (“DOT”). As a condition to receiving such assistance, the Public Parties and all Contractors must comply with DOT regulations with respect to the participation of disadvantaged business enterprises (“DBEs”) in the Banks Project. As a result, the Public Parties have established a DBE Program under the Joint Policy. The Public Parties will maintain and will make available to the Consultant a directory identifying firms and businesses eligible to participate as DBEs in the DBE Program.

Consultant’s DBE Program duties will include:

A. Outreach:

- i. Seek input and advice regarding effective DBE outreach methods as contemplated by the Joint Policy from business leaders, DBEs, small business owners and representatives of trade associations and community organizations (see non-exclusive list of organizations in Section 8.2, *Other Duties of Consultant*, of the Joint Policy).
- ii. Publicize, make arrangements for and conduct meetings to acquaint Contractors with the Joint Policy and the Responsible Bidder Requirements set forth in **Appendix A** to this RFQ. It is expected that a total of 8 to 10 meetings will be required for Phase I, with the actual number dependent upon the number of bid packages.
- iii. Secure and compile information regarding DBE attendees at meetings in a database and solicit input from the attendees regarding ways to improve DBE outreach efforts.
- iv. Notify DBEs of contracting, subcontracting, and procurement opportunities related to the Banks Project by providing such information to the businesses on DBE lists maintained by the Public Parties, placing notices in government bulletins and, as funding permits, in local newspapers and local trade association publications, small business enterprise media and other periodicals.
- v. Facilitate the certification of qualified businesses as DBEs with the Ohio Department of Transportation.
- vi. Respond to requests for information from the DBE Liaison Officer (as set forth in the Joint Policy).

For each meeting described above, Consultant will be responsible for:

- a. Coordinating and scheduling
- b. Securing the venue
- c. Issuing invitations
- d. Scheduling and securing presenters
- e. Informing attendees of the specific scope of work to which the meeting applies
- f. Encouraging, through presentation and information dissemination, the formation of joint ventures between DBEs and between DBEs and other firms which may provide an opportunity for DBEs to gain experience
- g. Managing all related logistics
- h. Obtaining evaluations from attendees on the value of the content of and resources available at the meeting, summarizing the evaluations and providing a summary and narrative review of the meeting in a written report monthly to the Public Parties.

B. Resources and Support:

- i. Make available and provide to small businesses information and lists of resources compiled by the Public Parties regarding insurance, bonding and financing.
- ii. Make available to prime Contractors information maintained by the DBE Liaison Officer regarding financial institutions owned and controlled by socially and economically disadvantaged individuals in the County, if any.
- iii. Make available and provide information to interested persons regarding the DBE Directory maintained by the Public Parties.
- iv. Facilitate and assist with the coordination of information to businesses regarding certification as a DBE in compliance with applicable requirements.
- v. Make available and provide information to Contractors regarding contract provisions (including, but not limited to, non-discrimination and prompt pay provisions) to be included in each contract and subcontract.
- vi. Make available to DBEs a list compiled by the Public Parties of resources that may assist them with the development and improvement of immediate and long-term business management, recordkeeping, and financial and accounting capabilities.
- vii. Consult with the Public Parties, the Development Manager and their respective construction managers on the schedules for submission of bids and the design of bid packages to require contracts in size and scope conducive to DBE participation.
- viii. Make copies of contract bid packages available for review by any prospective Contractor.

C. Capacity Building:

- i. As requested by the Public Parties or the Development Manager, develop and implement a process to assess the current capacity of each DBE participating in the Banks Project. Examples of areas to review are operations, finances, and project construction management and marketing capabilities.
- ii. As requested by the Public Parties or the Development Manager, assist with creating an individualized capacity development plan for one or more DBEs participating in the Banks Project.
- iii. Monitor, advise and counsel individual DBEs throughout the implementation of their respective capacity development plan.
- iv. Provide an annual review of each DBE participating in the Banks Project, including progress, adherence to its capacity development plan, if any, and recommended adjustments to the plan.
- v. Track performance in capacity building of all participating DBEs and report progress quarterly on a combined basis to the Public Parties, the Development Manager and the DBE Liaison Officer.

D. Partnering:

- i. Identify DBEs and non-DBEs who are willing to form joint ventures.
- ii. Encourage the formation of joint ventures between DBEs, and between DBEs and non-DBEs, which may provide an opportunity for DBEs to gain business experience and expertise.
- iii. Make available copies of a directory of eligible DBEs compiled by the Public Parties to Contractors and the general public.
- iv. Provide consultation and partnering sessions to assist in developing effective joint venture relationships between DBEs, and between DBEs and other businesses.

E. Monitoring and Reporting:

- i. Obtain from the Construction Manager and submit to the Development Manager information regarding the participation of DBEs as Contractors as required in Section 4.6, *Monitoring and Enforcement Mechanisms*, of the Joint Policy. Such information should be in a format mutually agreed to by the Development Manager and the Consultant but, at a minimum, should include information on contract amounts, completed and scheduled work assignments and payments for work completed.
- ii. Review data submitted by Contractors as required in Section 4.8, *Good Faith Efforts*, of the Joint Policy, and provide a summary in written reports monthly to the Public Parties and the Development Manager on the status and progress of DBE outreach efforts, DBEs capacity building and partnering, and the results of other DBE monitoring activities of the Consultant.
- iii. Compile data, monitor and provide written reports to the Public Parties (i) monthly on the amounts of contracts and subcontracts awarded to, and the participation in contracts and subcontracts of, DBEs in accordance with the DBE Goal (including change orders to such contracts and subcontracts), and (ii) quarterly on the regional socio-economic impact of the Banks Project on DBEs that have a place of business located within the Cincinnati SMSA, to be reported by zip code or census tract, whichever is most practical to obtain.
- iv. Submit written reports monthly on aggregated DBE data to the DBE Liaison Officer and the Development Manager.
- v. Upon request of either of the Public Parties, from time to time, inform business leaders, DBEs, and representatives of trade associations and community organizations (see non-exclusive list in Appendix A--Section 8.2, *Other Duties of Consultant*, of the Joint Policy) of the results and effectiveness of the DBE Program, including the progress toward and means of achievement of the DBE Goal.

3. SMALL BUSINESS ENTERPRISE (“SBE”) PROGRAM:

[See Appendix A – Section 5, *SBE Policy Statement and Objectives*, of the Joint Policy.]

The Public Parties have established a SBE Program under the Joint Policy. The SBE Program does not apply to those portions of Phase I funded in whole or in part by funds from DOT.

As used in this RFQ, unless the context otherwise requires, a “small business”, “small business enterprise” and “SBE” mean a “small business enterprise” as defined under Section 323-1-S of the Municipal Code of the City of Cincinnati, Ohio, except that any requirement for the maintenance of fixed offices within the geographical boundaries of the County or the City (or any other geographic area) contained in such definition is not applicable.

Consultant’s SBE Program duties will include:

A. Outreach:

- i. Seek input and advice regarding effective SBE outreach methods as contemplated by the Joint Policy from business leaders, SBEs, small business owners and representatives of trade associations and community organizations (see non-exclusive list in Section 8.2, *Other Duties of Consultant*, of the Joint Policy).
- ii. Sponsor and hold, in coordination with the Public Parties, public pre-bid meetings with respect to each contract bid package to inform all potential Contractors of the SBE Goal and the availability of SBEs to perform work related to or to serve as suppliers.
- iii. Conduct a series of public meetings directed to SBEs regarding contracting procedures and specific contracting opportunities related to the Banks Projects. Facilitate qualified businesses in obtaining SBE certification by inviting persons and organizations who can assist them with such certification to participate in or to be represented at the meetings.
- iv. Facilitate the certification of qualified businesses as SBEs with the City of Cincinnati Office of Contract Compliance.
- v. Prepare and submit to the Development Manager notices to small businesses of contracting, subcontracting and procurement opportunities related to the Banks Project to be placed in print and other media publications, along with a sample of a related press release regarding the SBE program.
- vi. Upon approval of each notice by the Development Manager, provide to the Development Manager a list of publications and media in which the Consultant recommends that the notice be placed. The list should include the cost of placing the notice in each such publication or media and the recommended date(s) for placement of the notice. The list also should include the respective City and County government bulletins and websites, and, as funding permits, major local newspapers in general circulation, local trade and trade association publications, small business enterprise media and other periodicals.
- vii. Upon approval by the Development Manager of the list of publications and media in which the notice is to be placed, the schedule of placements and the cost of such placements, take required action to place the approved notice in such publications and media.
- viii. Provide copies of bid notices to local trade associations and chambers of commerce in the Cincinnati region, including but not limited to, the Greater Cincinnati and Northern Kentucky African American Chamber of Commerce, the Cincinnati USA Hispanic Chamber of Commerce, the Cincinnati USA Regional Chamber of Commerce, the Women’s Business Enterprise Council--Southeast, technical assistance agencies and contractor and supplier associations.
- ix. Make copies of contract bid packages available for review by any potential Contractor.
- x. Make available to potential Contractors a current directory of SBEs, compiled by the Public Parties, which are available to serve as subcontractors and suppliers, categorized by types of firms to facilitate identifying SBEs with capabilities relevant to a particular specification. Each SBE listing should contain the business name, contact person, address, telephone number, facsimile number, and e-mail address for the SBE, with a brief description of the legal structure of the SBE and details concerning the SBE’s specialty(ies).

For each meeting described above, Consultant will be responsible for:

- a. Coordinating and scheduling
- b. Securing the venue
- c. Issuing invitations
- d. Scheduling and securing presenters
- e. Informing attendees of the specific scope of services to which the meeting applies

- f. Encouraging, through presentation and information dissemination, the formation of joint ventures between SBEs, and between SBEs and non-SBEs, which may provide an opportunity for SBEs to gain experience
- g. Creating a database of all attendees
- h. Managing all related logistics
- i. Obtaining evaluations from attendees on the value of the content of and resources available at the meeting, summarizing the evaluations and providing a summary and narrative review of the meeting in a written report monthly to the Public Parties

B. Resources and Support:

- i. Make available and provide to small businesses information and lists of resources compiled by the Public Parties regarding insurance, bonding and financing.
- ii. Make available to SBEs a list compiled by the Public Parties of resources that may assist them with the development and improvement of immediate and long-term business management, recordkeeping, and financial and accounting capabilities.
- iii. Facilitate and assist in the coordination of information to businesses regarding certification as a SBE in compliance with applicable requirements.
- iv. Make copies of contract bid packages available for review by any prospective Contractor.
- v. Consult with the Public Parties, the Development Manager and their respective construction managers on the schedules for submission of bids and the design of bid packages to require contracts in size and scope conducive to SBE participation.

C. Capacity Building:

- i. As requested by the Public Parties or the Development Manager, develop and implement a process to assess the current capacity of each SBE participating in the Banks Project. Examples of areas to review are operations, finances, and project and construction management and marketing capabilities.
- ii. As requested by the Public Parties or the Development Manager, assist with creating an individualized capacity development plan for one or more SBEs participating in the Banks Project.
- iii. Monitor, advise and counsel individual SBEs throughout the implementation of their respective capacity development plan.
- iv. Provide an annual review of each SBE participating in the Banks Project, including progress, adherence to its capacity development plan, if any, and recommended adjustments to the plan.
- v. Track performance in capacity building of all participating SBEs and report progress information quarterly on a combined basis to the Public Parties and the Development Manager.

D. Partnering:

- i. Identify SBEs and non-SBEs who are willing to form joint ventures.
- ii. Make available copies of a directory of eligible SBEs compiled by the Public Parties to Contractors and the general public.
- iii. Provide consultation and partnering sessions to assist in developing effective joint venture relationships between SBEs, and between SBEs and other businesses.
- iv. Encourage the formation of joint ventures between SBEs and between SBEs and other businesses which may provide an opportunity for SBEs to gain business experience and expertise.

E. Monitoring and Reporting:

- i. Obtain from the Construction Manager and submit to the Development Manager information regarding the participation of SBEs as Contractors. Such information should be in a format mutually agreed to by the Development Manager and the Consultant but, at a minimum, should include information on contract amounts, completed and scheduled work assignments and payments for work completed.

- ii. Review data submitted by Contractors as required in Section 5.5, *Monitoring SBE Participation*, of the Joint Policy, and provide a summary in written reports monthly to the Public Parties and the Development Manager on the status and progress of SBE outreach efforts, SBEs capacity building and partnering, and the results of other SBE monitoring activities of the Consultant.
- iii. Compile data, monitor and provide written reports to the Public Parties (i) monthly on the amounts of contracts and subcontracts awarded to, and the participation in contracts and subcontracts of, SBEs in accordance with the SBE Goal (including change orders to such contracts and subcontracts), and (ii) quarterly on the regional socio-economic impact of the Banks Project on SBEs that have a place of business located within the Cincinnati SMSA, to be reported by zip code or census tract, whichever is most practical to obtain.
- iv. Submit written reports monthly on aggregated SBE data to the Public Parties and the Development Manager.
- v. Upon request of either of the Public Parties, from time to time, inform business leaders, SBEs and representatives of trade associations and community organizations (see non-exclusive list in Appendix A—Section 8.2, *Other Duties of Consultant*, of the Joint Policy) of the results and effectiveness of the SBE Program, including the progress towards and means of the achievement of the SBE Goal.

4. WORKFORCE DEVELOPMENT PROGRAM:

[See Appendix A—Section 6, *Workforce Development Policy Statement and Objective*, of the Joint Policy.]

Consistent with federal law, Contractors working on Phase I must comply with all applicable provisions of Executive Order No. 11246, as amended, and U.S. Department of Labor (“DOL”) regulations with respect to the employment of minorities and women. In an effort to increase the participation of minorities and women in local construction projects and to promote the employment of minorities and women in connection with the Banks Project, the Public Parties have established the Banks Workforce Development Program (the “Banks Workforce Program”) under the Joint Policy. To facilitate the implementation of the Banks Workforce Program, the Consultant will work cooperatively with the the Southwest Ohio Regional Workforce Investment Board (“SWORWIB”) in performing the duties of the Consultant.

Consultant’s Banks Workforce Program duties will include:

A. Outreach:

- i. Sponsor and hold meetings to advise minorities and women, as well as organizations that provide pre-apprenticeship training and workforce development for construction workers, of employment opportunities related to the Banks Project and the scope of the overall project.
- ii. Prepare and submit to the Development Manager for approval notices to be placed in print and other media publications, along with a sample of the related press release, regarding employment opportunities for minorities and women under the Banks Workforce Program.
- iii. Upon approval of each notice by the Development Manager, provide to the Development Manager a list of publications and media in which the Consultant recommends that the notice be placed. The list should include the cost of placing the notice in each such publication or media and the recommended date(s) for placement of the notice. The list also should include the respective City and County government bulletins and websites, and, as funding permits, major local newspapers in general circulation, local trade and trade association publications, small business enterprise media and other periodicals.
- iv. Upon approval by the Development Manager of the list of publications and media in which the notice is to be placed, the schedule of placements and the cost of such placements, take required action to place the approved notice in such publications and media.

- v. Provide copies of notices of employment opportunities related to the Banks Project to local minority and women trade associations, local minority and women chambers of commerce, technical assistance agencies, employment agencies, community resource organizations, and minority and women contractor associations.
- vi. Sponsor and hold pre-bid meetings to inform potential Contractors of the Workforce Participation Goals and the availability of qualified minorities and women to work on the Banks Project.
- vii. Make available and provide information to Contractors regarding required contract provisions (including, but not limited to, equal opportunity clause and specifications) to be included in certain construction contracts and subcontracts (see Appendix A—Section 6.2, *Required Contract Clauses*, of the Joint Policy).
- viii. Work with various community-based/workforce development programs that provide instruction and training opportunities for minorities and women interested in construction and related fields to establish a job readiness program for and to increase the pool of minorities and women qualified to work on the Banks Project.
- ix. Coordinate with local union and non-union pre-apprenticeship programs, career and technical centers, universities, educational associations, and local community organizations that provide workforce development programs to identify minorities and women interested in careers or jobs in the construction industry.
- x. Assist with implementing pre-apprenticeship programs to develop the skill levels of minorities and women interested in jobs in the construction industry.
- xi. Develop and make available to potential Contractors a current directory of qualified minority and women construction and other workers available for employment related to the Banks Project, categorized by types of experience and skills and, to the extent permissible by applicable law, including the name, residence and e-mail addresses, telephone number and a brief description of job qualifications for each individual.
- xii. Work with SWORWIB to establish an employee readiness program to work in conjunction with various community-based workforce development programs to increase the skill levels of local residents as necessary to qualify for admission into construction unions and open shop apprenticeship programs.
- xiii. Advertise and promote in a broad-based manner available Banks Project employment opportunities for qualified minorities and women.
- xiv. At all meetings described in Section 6.5.10 of the Joint Policy, inform all Contractors represented of the Banks Workforce Program, including:
 - a. Objectives of the Banks Workforce Program as stated in the Joint Policy
 - b. Required contract clauses
 - c. Affirmative action program requirements
 - d. Workforce Participation Goals
 - e. Contractors' good faith efforts and associated record keeping requirements
 - f. Reporting requirements for Contractors
 - g. Specific actions Contractors can take to hire qualified minorities and women to work on the Banks Project
 - h. SWORWIB resources available to Contractors

For each meeting to advise minorities and women of employment opportunities, Consultant will be responsible for:

- a. Coordinating and scheduling
- b. Securing the venue
- c. Issuing invitations
- d. Scheduling and securing presenters
- e. Informing attendees of the specific scope of work to which the meeting applies
- f. Creating a database of all attendees
- g. Managing all related logistics

- h. Obtaining evaluations from attendees on the value of the content of and resources available at the meeting, summarizing the evaluations and providing a summary and narrative review of the meeting in a written report monthly to the Public Parties

B. Monitoring and Reporting

- i. In each monthly written report to the Public Parties and the Development Manager, include a list of publications and other media in which notices regarding the Banks Workforce Program were placed and a list of organizations to whom notices of employment opportunities were provided.
- ii. In each monthly written report to the Public Parties and the Development Manager, provide information regarding the employment of minorities and women related to the Banks Project.
- iii. Upon request of either of the Public Parties, from time to time, inform business leaders, and community organizations (see non-exclusive list in Appendix A—Section 8.2, *Other Duties of Consultant*, of the Joint Policy) of the results and effectiveness of the Banks Workforce Program, including the progress towards and means of the achievement of the Banks Workforce Participation Goals.

5. OUTREACH COORDINATION AND EMPLOYEE READINESS PROGRAM:

The Consultant will solicit input and advice regarding effective outreach efforts as contemplated by the Joint Policy from business leaders, DBEs, SBEs, small business owners and representatives of trade associations and community organizations, including, but not limited to:

- 1) The Greater Cincinnati & Northern Kentucky African American Chamber of Commerce
- 2) The Cincinnati USA Hispanic Chamber of Commerce
- 3) The Cincinnati USA Regional Chamber of Commerce
- 4) The Greater Cincinnati Building & Construction Trades Council
- 5) Allied Construction Industries
- 6) Ohio Valley Chapter of Associated Builders and Contractors, Inc.
- 7) South Central Ohio Minority Business Council
- 8) Cincinnati Women In Construction
- 9) Cincinnati Business Incubator
- 10) The Cincinnati Minority Contractors Business Assistance Program
- 11) The Cincinnati-Hamilton County Community Action Agency
- 12) The Cincinnati Unit of the NAACP
- 13) The Hamilton County Regional SuperJobs One-Stop Center
- 14) Urban League of Greater Cincinnati

Such input and advice shall be reported in writing by the Consultant monthly to the Public Parties and the Development Manager, including the names of the organizations from which input and advice were received and a summary of such input and advice.

The Consultant will be required to provide reasonable prior notice (not less than three (3) business days) to all groups listed above of any and all public meetings related to the Banks Project to be conducted by the Consultant.

6. SOCIO-ECONOMIC IMPACT:

As may be reasonably requested by both or either of the Public Parties, the Consultant will assist with the collection and analysis of social and economic data to monitor and measure the regional impact of the Banks Project as contemplated under Section 9, *Socio-Economic Impact*, of the Joint Policy.

E. Submittal of Proposal Requirements and Deadlines

A proposal submitted in response to this RFQ must meet the following requirements or the submission will be deemed non-responsive and will not be eligible for consideration:

1. Documents submitted in response to this RFQ must be limited to an aggregate maximum of 25 pages, on single-sided, typed 8.5" x 11" paper (no other sheet size allowed), and with type size no smaller than 12 point (use Times New Roman type) in the text portion; graphs and charts text must be readable. Use 1-inch margins and single spacing. The 25-page limitation applies to all pages in the response submitted, including, but not limited to, letters of transmittal, cover sheet(s), table of contents, text, graphs, divider sheets, tab sheets, index, and appendices. If copies of pages from this RFQ are included in the response documents submitted, those pages also will count towards the maximum limitation of 25 pages. ***However, forms contained in Section II and III of this RFQ that are completed and included with the documents submitted in response to this RFQ will not count towards the 25-page limit.***

Use removal clips on the ***originally executed copy*** of your proposal. Do not staple or bind it in any way, or use dividers with tabs. Electronic copies (sent by facsimile or e-mail) of proposals will not be accepted and will be considered non-responsive. A proposal postmarked as of the due date will not be accepted if the proposal does not arrive at the delivery point specified below by the deadline.

Include all of the required forms that pertain to your firm or proposal with your submission. Failure to do so will disqualify your proposal from consideration. If your proposal has been prepared by a non-permanent employee or outside consultant for your firm, indicate this on the cover sheet of the proposal.

2. Contractors must submit a complete written proposal as follows:

An executed **original** and ten (10) copies of the proposal documents must be delivered in a sealed packet for receipt no later than 11:00 a.m., EST, on Tuesday, February 12, 2008, to:

Amy Hoh
Purchasing Director, CPPO
Hamilton County
138 E. Court Street, Room 507
Cincinnati, OH 45202-1226

An acknowledgement of receipt of each proposal will be given to the proposing party, indicating time and date received. Contractors submitting proposals assume all responsibility for meeting required deadlines for the submission of a proposal. Under no circumstances will the Public Parties, their respective staff or any of them be responsible for delivery of a proposal to the required location for a proposing Contractor.

3. Until 5:00 p.m., EST, on Tuesday, February 5, 2008, Contractors should direct all questions concerning this RFQ, in writing, to:

Amy Hoh
Purchasing Director, CPPO
Hamilton County
138 E. Court Street, Room 507
Cincinnati, OH 45202-1226
Facsimile No.: (513) 946-4335
E-mail: amy.hoh@hamilton-co.org

4. Questions will not be answered over the telephone. Any questions should be e-mailed, faxed or mailed to Amy Hoh (see contact information above). Responses to properly submitted written questions will be provided in the form of Addenda to this RFQ faxed or delivered to all registered Contractors on February 7, 2008.
5. Properly and timely submitted proposals will be evaluated and ranked based on the following criteria:

- a. Proposed program plan and approach
- b. Previous experience with similar programs
- c. Key personnel
- d. Resources and expertise of the Contractor
- e. Past performance and references

F. Selection Process

Each proposal properly and timely submitted will be reviewed initially to verify that it is complete and in compliance with the guidelines set forth in this RFQ. If any section of the proposal is missing or illegible it will be considered non-responsive and will not be considered.

The selection of a proposal for negotiation and consideration of contract award will be made after a careful evaluation of the proposals received. A Selection Advisory Committee has been established by the Public Parties (the “Selection Committee”) to review the proposals received. The Selection Committee is composed of 2 representatives from the City, 2 representatives from the County and 2 representatives from the Development Manager. The purpose of the Selection Committee is to make a recommendation to the Public Parties regarding whose proposal is most responsive to the RFQ, with emphasis on the criteria and responsibilities outlined in this RFQ. The decision of the Public Parties will be final.

The Public Parties may choose to interview one or more of the eligible Contractors submitting a proposal. Interviews will be held on February 22, 2008 at:

Hamilton County
138 East Court Street
Room 603
Cincinnati, OH 45202-1226

The successful Contractor, if any, will be notified within 24 hours after the selection has been completed, and should expect to commence services within seven (7) days after the contract becomes effective.

G. Anticipated Schedule

Release of RFQ	January 24, 2008
Pre-qualification conference*	February 5, 2008 at 9:30 a.m, E.S.T.
Inquiry deadline	February 5, 2008 at 5:00 p.m., E.S.T.
Answer deadline	February 7, 2008 at the end of business
Qualification statements due	February 12, 2008 at 5:00 p.m., E.S.T.
Short listing completed	February 19, 2008
Interviews	February 22, 2008
Recommendations to Public Parties	February 25, 2008
Contract completed	March 3, 2008
Required approval by Public Parties completed	March 5, 2008

*The pre-qualification conference will be held at the Great American Ball Park, 100 Main Street, Cincinnati, Ohio 45202. Participants should meet at the 4192 Club on the western side of the building.

SECTION II – QUESTIONNAIRE AND FEE INFORMATION

Proposing firms are instructed to follow the Form of Questionnaire format and must submit all information requested below. Please follow this format closely to ensure ease of review, and responses should be brief, clear and concise.

A. Form of Questionnaire:

1. Your firm's name, and the following information for both your firm's headquarters and its office that is proposed to take the lead in this project: address, telephone number, fax number, and identification of the primary and secondary contacts for this proposal, including e-mail addresses.
2. Your firm's shareholders or principals, partners, members, directors and officers.
3. Profile of your firm, including the following:
 - a. Type of its ownership - proprietorship, partnership, professional corporation, limited liability company, business corporation, or other (please explain).
 - b. If your firm is a company or corporation, indicate the state and date of its organization or incorporation.
 - c. Brief firm history, including number of years in business under current name.
 - d. Indicate any other current or prior business name(s) used by your firm.
 - e. Locations of other offices in addition to your firm's headquarters and its office that would take the lead on the proposed project.
4. List subconsultants and subcontractors, if any, that would support your firm if you are awarded this project contract, including the name, address, telephone number, fax number, and primary contact for each such subconsultant and subcontractor. Provide a brief description of each subconsultant's or subcontractor's qualifications and services to be provided, and list its proposed team members.
5. Provide a brief statement of your firm's qualifications and business experience.
6. List five projects your firm has done in the last five years that are most similar to the proposed project in scope, services and size. Include the services your firm provided and your client contact information.
7. Provide references from five former clients to whom your firm has provided services within the past five years.
8. State the name and address of your firm's professional liability, general liability and workers compensation insurance carrier and, in each case, the amount of coverage and the amount of deductible per claim. Include a copy of a certificate of insurance for each type of coverage with your response.
9. State whether any shareholder, principal, partner, member, director or officer of your firm, or any other business affiliated with your firm, entered a plea of guilty to or been convicted of a felony? If yes, provide detailed information regarding each such case.
10. If your firm is a parent or subsidiary of, or otherwise affiliated with, any other firm, state the name of the affiliated firm and its relationship to your firm.

The Public Parties and the Development Manager encourage disadvantaged, minority, and women-owned firms to respond to this RFQ. Participation by certified DBEs firms will be counted toward the DBE Goal.

Following evaluation of eligible responses to the RFQ, the Public Parties, with the participation of the Development Manager, may select a Consultant based on the scoring of responses or may interview firms to determine a final selection. The Public Parties assume no obligation of any kind for expenses incurred by any respondent to this RFQ. All responses become the property of the Public Parties and will not be returned.

Persons with disabilities may request that this information be prepared and supplied in alternate forms.

All Contractor written responses to this RFQ become the property of the Public Parties, are considered public records pursuant to the provisions of the Ohio Public Records Act and, as such, may be subject to public review.

B. Fee Structure, Expenses, and Invoicing Requirements

Please set forth your firm's typical fee structure and a description of anticipated reimbursable expenses associated with the performance of services as requested in this RFQ.

It is anticipated that the Consultant will submit invoices at the end of each month following the date upon which the entitlement to payment accrues, including original invoices for reimbursable expenses and for any approved additional services. The invoice must state the total amount due to date, the total amount paid to date, and the net amount due. The invoice also must provide details of how much of the net amount due is owed for basic services, for additional services and for reimbursable expenses. If work is being performed on an hourly rate fee basis, the invoice must include a detailed accounting of the time being charged by each employee of Consultant. The accounting, including detailed time sheets, must identify each person charging time, the dates and number of hours worked by the person and a brief description of the work performed.

SECTION III –FORMS

Appendix C –Forms Required to be Submitted with Proposal

Appendix D – Forms Required to be Submitted by Selected Consultant

APPENDIX C

THE BANKS PROJECT SBE PROGRAM SUMMARY

Hamilton County (the “County”) and the City of Cincinnati (the “City”) are committed to maximizing subcontracting and procurement opportunities for all qualified and available small business enterprises (“SBEs”). For this purpose, the County and the City (The “Public Parties”) have established the Banks Small Business Program (the “SBE Program”). The SBE Program requires Contractors to use their “good faith efforts” to facilitate achievement of certain SBE participation goals.

The requirements of the SBE Program do not apply to individual contracts and/or procurements valued at \$5,000.00 or less. The SBE Program includes the following components:

- **SBE Participation Goal:** This component *encourages* Contractors to make subcontracting opportunities available to small businesses which have been certified as SBEs by the City in order to achieve the percentage SBE participation goal assigned to the related contract as specified in the request for proposal or bid invitation package. To count towards the SBE participation goal, the SBE must be certified in the commodity or service code(s) that will be used on the project. A list of SBEs certified by the City is available on the City’s website at www.cincinnati-oh.gov or from the City’s Office of Contract Compliance (the “Contract Compliance Office”).
- **Outreach/Good Faith Efforts.** This component requires Contractors to provide evidence of the outreach efforts made to SBEs in connection with the contracts related to the Banks Project.

All contracts and procurements awarded for the Banks Project will be awarded to the “lowest and best” bidder. Therefore, the inability of a Contractor to meet the SBE goals established under the SBE Program will not exclude the Contractor from award of a contract or procurement if the Contractor’s proposal or bid otherwise is deemed by the County and/or the City, as the case may be, to be the “lowest and best bid”. However, a Contractor’s failure to submit a SBE utilization plan with the Contractor’s proposal or bid may result in a determination that the submitted proposal or bid is non-responsive and rejection of the proposal or bid.

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

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 proposal or bid invitation package for information purposes only and do not have to be completed or returned with the proposal or bid.

1. **Form 2004 – Subcontractor Approval Request: (must be completed and submitted to the Contract Compliance Office after proposal or 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 Contract Compliance Office at (513) 352-3144.

(The Banks - Revised January 2008)

The Banks Project
SUBCONTRACTOR UTILIZATION PLAN
 Proposal or Bid Reference No. _____

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

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

THE ABOVE NAMED CONTRACTOR PROPOSES TO USE THE SERVICES OF THE FOLLOWING LISTED FIRM (S) DEMONSTRATING SUFFICIENCY TO MEET OR EXCEED THE SBE PARTICIPATION GOAL. THE CONTRACTOR MUST LIST ALL SBEs, REGARDLESS OF AMOUNT OR SERVICE. FAILURE TO COMPLETE THIS FORM WITH ALL THE PERTINENT- REQUESTED INFORMATION (AS INDICATED IN EACH COLUMN) MAY CAUSE A PROPOSAL OR BID TO BE DETERMINED AS NON-RESPONSIVE..

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

The Contractor certifies that the above information is true to the best of its knowledge. The Contractor acknowledges and agrees that, if awarded the contract, the information provided on this Form 2003 shall be incorporated into the terms and conditions of the final contract between the Public Parties and the Contractor. Contractor acknowledges and agrees that any changes to the above information must be submitted in writing on the Substitution Form 2006 and approved in advance by the Public Parties.

CONTRACTOR'S NAME: _____

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

THE BANKS PROJECT

STATEMENT OF GOOD FAITH EFFORTS

Bid/Proposal Number _____

By the signature below of an authorized representative, Contractor certifies that Contractor has utilized the following methods to obtain the maximum practicable participation by small business enterprises ("SBEs") on this project. Please indicate which methods used by placing an X in the appropriate place.

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

_____ Identified sufficient subcontracting work to meet goal (attach content of advertisements and written notices to SBEs indicating type of work to be subcontracted).

_____ Written notice to SBEs (submit copy of each letter sent, or if one master notification, submit copy of letter and recipient list).

_____ Follow-up to initial solicitations (submit copy of call logs).

_____ Advertising (attach content of advertisements, which must include project name, Contractor's name, work available, contact person's name and number, information on availability of plans and specifications and Contractor's policy concerning assistance to SBEs in obtaining bonds, credit lines and/or insurance; date of advertising and publications).

_____ Assistance with bonds, credit lines, insurance (submit copy of advertising and written notices to SBEs).

_____ Provision of plans, specifications and requirements: Contractor provided interested SBEs with access to plans, specifications and requirements for subject project.

_____ Other (please list any other methods utilized that are not covered above).

Contractor

Date

Contractor Representative (Name and Title)

**THE BANKS PROJECT
 OUTREACH/GOOD FAITH SUMMARY SHEET**
 Proposal or Bid Reference No. _____

CONTRACTOR NAME:	ADDRESS/TELEPHONE:
PROPOSAL/BID NAME.:	PROPOSAL/BID DATE:

SBE Subcontractor's Name/Address	Type Of Work/Service(s) Solicited	Indicate When and How SBEs Were Contacted (i.e. Letter, Phone, Fax)	Response To Solicitation (e.g., Will Submit Bid, No Response, Not Interested) and Date	SBE Subcontractor Contact Person	Telephone Number

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

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

 Contractor Representative Signature

 Print Name/Title

 Date

THE BANKS PROJECT

SUBCONTRACTOR APPROVAL REQUEST

FORM 2004 – The Banks
Revised August 2007

Statement of Intent to Utilize Firms

Proposal or Bid Reference No. _____

THIS FORM MUST BE COMPLETED AND SUBMITTED TO CONTRACT OFFICER AFTEK PROPOSAL OR BID OPENING BUT PRIOR TO CONTRACT AWARD.

INFORMATION RECORDED HEREIN WILL BE INCORPORATED IN THE AWARDEES' CONTRACT

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

SUBCONTRACTOR

SBE SUBCONTRACTOR	Federal Tax ID	Address			
Zip Code	Authorized Representative		Phone No.		
Title					
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					

SIGNATURES

SUBCONTRACTOR	DATE	
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 Form 2005. Form 2005 is to be completed in its entirety online through the Subcontract reporting system by each prime contractor. The printed online form must be signed and dated by an authorized representative of the contractor, and submitted with each payment application. If these requirements are not met, your payment application will be delayed. Please contact the Cincinnati Office of Contract Compliance to be set up in Subcontract.

1. **Project Name:**.....Indicate official name of the project
2. **Contract #:**.....Indicate contract number issued by the City of Cincinnati and/or Hamilton County
3. **Company Name:**Indicate Contractor 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 Contractor submitting form (include address, city, state andzip)
8. **Contact Person:**.....Indicate Contractor’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. Takethe Total Amount Paid to Date and divide the Total Subcontractor Amount andmultiply 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. **Contractor’s Representative:**Signature of person preparing form
19. **Title:**Official Title of person preparing form
20. **Date:**.....Indicate Date of Submittal [The Banks - Revised August 2007]

THE BANKS PROJECT
SUBCONTRACTOR MONTHLY BUSINESS UTILIZATION REPORT
 Record of Payments
 Proposal or Bid Reference No. _____

FORM 2005 – The Banks
 Revised August 2007
 (SUBMIT WITH MONTHLY VOUCHER)

THIS DOCUMENT MUST BE SUBMITTED WITH MONTHLY INVOICE

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

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.

Contractor Representative _____ Title: _____ Date: _____

REQUEST FOR QUALIFICATIONS

In compliance with the foregoing RFQ, and subject to all conditions set forth therein, the undersigned Contractor offers and agrees, after having carefully examined the specifications, if this proposal is accepted within a reasonable time from the date of its opening, to perform any or all of the services described in accordance with the specifications applying and at the price set forth in the contract covering such services.

The Legal Advertisement, General Conditions, Instructions to Contractors, and Specifications and Plans applicable to the RFQ form a part of this proposal.

TAXES: Ohio Sales Taxes are not applicable to the Public Parties purchases.

TAX #: _____ **ID**

PRINT _____ **NAME:**

SIGNATURE: _____

TITLE: _____

NAME OF COMPANY: _____

NOTE: Your attention is called to the fact that a bond or certified check must accompany this proposal if so specified in the RFQ.

_____ **DATED**

_____ **ADDRESS**

_____ **PHONE NUMBER**

STATE OF OHIO DEBT

In accordance with Section 9.24 of the Ohio Revised Code, the undersigned hereby certifies that the Contractor named below does not owe any money to the State of Ohio.

CONTRACTOR'S NAME

SIGNATURE

PRINT NAME

TITLE

TO BE COMPLETED BY NOTARY PUBLIC

On _____, there appeared before me

DATE

_____, saying that he/she is

PRINT NAME

_____ of

PRINT TITLE

PRINT NAME OF CONTRACTOR

and that he/she understands all of the implications of the above statement and has signed in good faith.

SIGNATURE OF NOTARY PUBLIC

PERSONAL PROPERTY TAX STATEMENT

In accordance with Section 5719.042 of the Ohio Revised Code, I hereby certify that the company I represent is not delinquent in the payment of personal property taxes to the State of Ohio or any subdivision thereof.

SIGNATURE

PRINT NAME

TITLE

TO BE COMPLETED BY NOTARY PUBLIC

On _____, there appeared before me
DATE

_____, saying that he/she is
PRINT NAME

_____ **of**
PRINT TITLE

_____,
PRINT NAME OF COMPANY

and that he/she understands all of the implications of the above statement and has signed
in good faith.

SIGNATURE OF NOTARY PUBLIC

Ohio Department of Public Safety
 Division of Homeland Security
<http://www.homelandsecurity.ohio.gov>

GOVERNMENT BUSINESS AND FUNDING CONTRACTS

In accordance with section 2909.33 of the Ohio Revised Code

DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

This form serves as a declaration of the provision of material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List (see the Ohio Homeland Security Division website for a reference copy of the Terrorist Exclusion List).

Any answer of “yes” to any question, or the failure to answer “no” to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, “material support or resources” means currency, payment instruments, other financial securities, funds, transfer of funds, and financial services that are in excess of one hundred dollars, as well as communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

LAST NAME		FIRST NAME		MIDDLE INITIAL
HOME ADDRESS				
CITY	STATE	ZIP	COUNTY	
HOME PHONE		WORK PHONE		

COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION

BUSINESS/ORGANIZATION NAME			
BUSINESS ADDRESS			
CITY	STATE	ZIP	COUNTY
PHONE NUMBER			

DECLARATION

In accordance with division (A)(2)(b) of section 2909.32 of the Ohio Revised Code

For each question, indicate either “yes” or “no” in the space provided. Responses must be truthful to the best of your knowledge.

1. Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List?
 YES NO
2. Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List?
 YES NO
3. Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List?
 YES NO
4. Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List?
 YES NO
5. Have you committed an act that you know, or reasonably should have known, affords “material support or resources” to an organization on the U.S. Department of State Terrorist Exclusion List?
 YES NO
6. Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism?
 YES NO

In the event of a denial of a government contract or government funding due to a positive indication that material assistance has been provided to a terrorist organization, or an organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List, a review of the denial may be requested. The request must be sent to the Ohio Department of Public Safety’s Division of Homeland Security. The request forms and instructions for filing can be found on the Ohio Homeland Security Division website.

CERTIFICATION

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of “yes” to any question, or the failure to answer “no” to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced on page 1 of this declaration.

X _____
Signature

Date

APPENDIX D

Forms Required to be Submitted by Selected Consultant

Additional Information

**AFFIDAVIT IN COMPLIANCE WITH
SECTION 3517.13 OF THE OHIO REVISED CODE
(Individuals or Non-Corporate Entities)
(R.C. 3517.13(l) (3))**

For more information on House Bill 694, please visit our website:
http://www.hamiltoncountyohio.gov/purchasing/bid_page.htm

STATE OF OHIO

COUNTY OF _____

SOLEMNLy SWORN:

I, the undersigned, after being first duly cautioned and sworn, state the following with respect to Section 3517.13 of the Ohio Revised Code:

1. I am _____ and I am employed as _____
[Name] [Title]
for _____.
[Name of Entity]

2. In my position as _____, I have the authority to make
[Title]
the certifications contained herein on behalf of _____.
[Name of Entity]

3. On behalf of _____, I do hereby certify that
[Name of Entity]

the following persons, if applicable, are in compliance with division (l)(1) of Section 3517.13 of the Ohio Revised Code:

- (a) The individual;
- (b) Each partner or owner of the partnership or other unincorporated business;
- (c) Each shareholder of the association;
- (d) Each administrator of the estate;
- (e) Each executor of the estate;
- (f) Each trustee of the trust;
- (g) Each spouse of any person identified in (a) through (f) of this section;
- (h) Each child seven years of age to seventeen years of age of any person identified in (a) through (f) of this section;
- (i) Any political action committee affiliated with the partnership or other unincorporated business, association, estate, or trust.
- (j) Any combination of persons identified in (a) through (i) of this section.

4. I further certify that if _____ is awarded
[Name of Entity]

a contract, the following persons shall, beginning on the date the contract is awarded and extending until one year following the conclusion of that contract, maintain compliance with division (l)(2) of Section 3517.13 of the Ohio Revised Code:

- (a) The individual;
- (b) Each partner or owner of the partnership or other unincorporated business;

- (c) Each shareholder of the association;
- (d) Each administrator of the estate;
- (e) Each executor of the estate;
- (f) Each trustee of the trust;
- (g) Each spouse of any person identified in (a) through (f) of this section;
- (h) Each child seven years of age to seventeen years of age of any person identified in (a) through (f) of this section;
- (i) Any political action committee affiliated with the partnership or other unincorporated business, association, estate, or trust.
- (j) Any combination of persons identified in (a) through (i) of this section.

5. I do hereby acknowledge that to knowingly make any false statement herein may subject me and/or _____ to the penalties set forth in Section _____ [Name of Entity] 3517.992 of the Ohio Revised Code.

Further, Affiant sayeth naught.

[Signature]

[Title]

Sworn to before me, and subscribed in my presence, this _____ day of _____, 200__.

Notary Public - State of _____

My Commission Expires: _____

**AFFIDAVIT IN COMPLIANCE WITH
SECTION 3517.13 OF THE OHIO REVISED CODE
(Corporation or Business Trust)
(R.C. 3517.13(J) (3))**

For more information on House Bill 694, please visit our website:
http://www.hamiltoncountyohio.gov/purchasing/bid_page.htm

STATE OF OHIO
COUNTY OF _____ SOLEMNLY SWORN: _____

I, the undersigned, after being first duly cautioned and sworn, state the following with respect to Section 3517.13 of the Ohio Revised Code:

1. I am _____ and I am employed as _____
[Name] [Title]
for _____
[Name of Corporation/Business Trust]

2. In my position as _____, I have the authority to make the
[Title]
certifications contained herein on behalf of _____
[Name of Corporation/Business Trust]

3. On behalf of _____, I do hereby certify that all of the following
[Name of Corporation/Business Trust]
persons, if applicable, are in compliance with division (J)(1) of Section 3517.13 of the Ohio Revised Code:

- a. Each owner of more than twenty per cent of the corporation or business trust;
- b. Each spouse of an owner of more than twenty per cent of the corporation or business trust;
- c. Each child seven years of age to seventeen years of age of an owner of more than twenty per cent of the corporation or business trust;
- d. Any political action committee affiliated with the corporation or business trust;
- e. Any combination of persons identified in (a) through (d) of this section.

4. I further certify that if _____ is awarded a contract, the following
[Name of Corporation/Business Trust]
persons shall, beginning on the date the contract is awarded and extending until one year following the conclusion of that contract, maintain compliance with division (J)(2) of Section 3517.13 of the Ohio Revised Code:

- a. An owner of more than twenty per cent of the corporation or business trust;
- b. A spouse of an owner of more than twenty per cent of the corporation or business trust;
- c. A child seven years of age through seventeen years of age of an owner of more than twenty per cent of the corporation or business trust;
- d. Any political action committee affiliated with the corporation or business trust;
- e. Any combination of persons identified in (a) through (d) of this section.

5. I do hereby acknowledge that to knowingly make any false statement herein may subject me and/or _____ to the penalties set forth in Section 3517.992 of the Ohio Revised Code.
[Name of Corporation/Business Trust]

Further, Affiant sayeth naught.

[Signature]

[Title]

Sworn to before me, and subscribed in my presence, this ____ day of _____, 200_.

Notary Public - State of _____

My Commission Expires: _____

Appendix A

Responsible Bidder Requirements Applicable to Public Contracts

Contractors shall be required to satisfy all of the following pre-award responsibilities and agree to all of the following provisions which will be incorporated in the contracts for construction projects within the Banks Development. The City of Cincinnati (“City”) and the Board of County Commissioners of Hamilton County, Ohio (the “County”) (hereinafter the City and the County shall be collectively referred to as the “Public Parties”) believe that these requirements are reasonably related to the successful performance of the Banks Development projects. These requirements shall also be set forth and integrated with the Bid Package Conditions.

1. Each bidder shall certify that it will require all contractors who bid or perform any work pursuant to the contract on which the bidder is bidding to satisfy all of these Responsible Bidder Requirements.
2. Each bidder shall certify that it will pay prevailing wages, in amounts determined according to Ohio’s Prevailing Wage Law, R.C. 4115.03 through 4115.16, and O.A.C. 4101:9-4-01 through 4101:9-4-31, on all construction projects that are part of the Banks Development, except as otherwise provided herein. Notwithstanding the foregoing provision, the payment of prevailing wages shall not be required with respect to leasehold and/or tenant improvements and/or the fit out of interior spaces of the office, retail and condominium elements of the Banks Project.
3. As a condition precedent to the award of a contract or subcontract of Two Hundred and Fifty Thousand Dollars (\$250,000) or more, the Public Parties may require the lowest bidder to engage in a review of the constructability and scope of the bid to verify that the contractor included all required work.
4. If the bid of the lowest bidder is more than twenty percent (20%) below the bid of the next lowest bidder, the Public Parties may request that the lowest bidder identify three (3) construction projects that it has successfully completed within the five (5) years before the submission of the bid. This information may be provided in the post-bid scope review to the Public Parties.
5. Each bidder shall certify that it will employ supervisory personnel on the project that (a) are qualified to perform in such supervisory capacity and (b) have any license or licenses required by applicable law to perform in such capacity.

6. Each bidder shall certify that it is not currently debarred from performing state or federal construction contracts (after all appeals), because of a violation of the Fair Labor Standards Act and/or any state or federal prevailing wage law. Each bidder shall provide a list of every occasion on which it has been debarred from performing local, state or federal construction contracts (after all appeals), because of a violation of the Fair Labor Standards Act and/or any state of federal prevailing wage law, during the last ten years.
7. Each bidder shall certify that it, as well as each subcontractor it will utilize on the Project has implemented an OSHA-compliant Safety Program which includes: a) with respect to all supervisors, completion of OSHA's thirty (30) hour safety course; and b) with respect to all field employees, completion of OSHA's ten (10) hour safety program. Each bidder shall provide evidence of implementation of an OSHA-compliant safety program as set forth herein.
8. Each bidder shall certify that it has implemented a substance-abuse policy and that it is in compliance with Ohio's Drug Free Workplace Requirements; bidders will provide evidence of implementation of such policies upon written request of the Public Parties.
9. Each bidder shall certify that it has all licenses required by applicable state law and regulation to perform work required herein.
10. Each bidder shall list any professional license or licenses that have been revoked by Ohio or revoked by any other state within five (5) years prior to the date of the contractor's bid.
11. Each bidder shall certify that it has no final judgments against it which are not secured by payment bond or other surety at the time of award which are equal to or exceed fifty percent (50%) of the contractor's net worth.
12. Each bidder shall certify that it has complied with applicable unemployment and workers compensation laws for at least two (2) years preceding the date of bid submittal.
13. Each bidder shall certify that with respect to each a prime trade contract (e.g., plumbing, HVAC, electrical and fire safety) it will not subcontract more than seventy-five percent (75%) of the bid amount for that prime trade contract. A bidder may apply for a waiver of the foregoing requirement by the Public Parties, which waiver shall be subject to the review and approval of the Public Parties.

14. Each bidder shall certify that it does not have an Experience Modification Rating of more than 1.3 (a penalty rated employer) with respect to the Ohio Bureau of Workers' Compensation risk assessment rating.
15. Each bidder shall certify that it will have in place a meaningful Health Care Medical Plan, and provide, as part of its responsibility review, evidence of a Health Care Medical Plan list of eligible employees and the bidder's share of the cost for those employees working on the Banks' Project. Notwithstanding the foregoing, a bidder with gross revenues of two million dollars (\$2.0M) or less in any of the preceding three years shall be exempted from providing a Health Care Medical Plan as set forth herein. However, any such bidder exempted from this requirement shall certify that it will comply with the applicable prevailing wage requirements with respect to medical insurance.
16. Each bidder shall certify that it will have a meaningful pension or retirement program for its employees and provide, as part of its responsibility review, evidence that it contributes, on a regular basis to an employee pension or retirement program for its field employees and the list of employees for the employees with such coverage. Notwithstanding the foregoing, a bidder with gross revenues of two million dollars (\$2.0M) or less in any of the preceding three years shall be exempted from providing a pension or retirement program as set forth herein. However, a bidder exempted from this requirement shall certify that it will comply with the applicable prevailing wage requirements with respect to a pension or retirement program.
17. Each bidder shall certify that it shall employ field employees on this project that will meet at least one of the following criteria:
 - a. Completion of a state or federally approved apprenticeship program in the skilled trade craft such employee is performing as a journeyman; or
 - b. Worked as a skilled trade person for at least three (3) years in the craft; or
 - c. Currently enrolled in a state or federally approved apprenticeship program for the craft; or
 - d. Completed the City/County Banks Employee Readiness Program.

A bidder may request a waiver from the Public Parties of the foregoing requirements with respect to a field employee or a particular position. In requesting such waiver, a bidder shall be required to provide documentation of the skills and experience of such employee or the applicable position which form the basis for such request. Any waiver of the foregoing requirements shall be subject to the review and approval of the Public Parties.

18. Each bidder shall certify that it is not debarred from bidding on the construction project contract in question.
19. A bidder's falsification of any of the certifications herein or failure to comply with the requirements set forth herein, shall be the basis for a default termination of the contract.

APPENDIX B
JOINT POLICY FOR SMALL BUSINESS ENTERPRISE, ECONOMIC
INCLUSION AND WORKFORCE DEVELOPMENT
FOR THE BANKS PROJECT

1. Banks Project Economic Inclusion Policy

1.1 Purpose. The Banks project is a joint property development project of Hamilton County, Ohio (the “County”), the City of Cincinnati, Ohio (the “City”) and a master developer, Riverbanks Renaissance, LLC (the “Developer”). The Mayor of the City, Cincinnati City Council (the “Council”) and the Commissioners of Hamilton County, Ohio (the “Commissioners”) have established this Joint Policy for Small Business Enterprise, Economic Inclusion and Workforce Development (this “Banks Inclusion Policy”) for the Banks development project (the “Banks Project”) for the purpose of promoting equal business opportunity for small and disadvantaged businesses, including minority-owned and women-owned firms, and to ensure that such businesses receive or participate directly or indirectly in contracts and procurements related to the Banks Project awarded by the County and/or the City. Further, this Banks Inclusion Policy has been adopted to support and encourage the participation of small businesses and disadvantaged businesses, including, but not limited to, those owned by minorities and women, in the retail, hospitality and entertainment components of the Banks Project through active recruitment, facilitation of relationships and aggressive information-sharing. This Banks Inclusion Policy also has been established for the purposes of ensuring non-discrimination in the award and administration of such contracts and procurements and to promote the economic inclusion of qualified workers in the local region through employment opportunities related to the Banks Project.

2. Non-Discrimination Policy

2.1 Contracts and Procurements. The County and the City each is an equal business opportunity government which provides, and will continue to provide, equal access to contracting and procurement opportunities for all businesses. It is the policy of the County and the City that no contracts should be awarded, and no procurement decisions should be made, by or on behalf of the County and/or the City as the result of unlawful discrimination based upon race, color, religion, sex, sexual orientation, national origin, ancestry, disability, veteran status, age, political belief or place of birth.

2.2 Employment. The County and the City each has a long-standing commitment to ensuring non-discrimination and equal opportunity in employment. Under federal and state laws, the County and the City are obligated to avoid unlawful discrimination, to ensure that their respective contractors and suppliers avoid unlawful discrimination, and to ensure that contractors, subcontractors and suppliers for the Banks Project are selected by the County, the City and their respective contractors and suppliers without engaging in unlawful discrimination. Prior to being awarded a contract or procurement with the County or the City, each Contractor shall be required to certify in writing to the County or the City, as the case may be, that (a) the Contractor will comply with all of the requirements of this non-discrimination policy (the “Non-discrimination Policy”) and (b) the Contractor, directly or indirectly, (i) has not engaged, is not

engaged and will not engage in any kind of unlawful discrimination involving race, color, religion, sex, sexual orientation, national origin, ancestry, disability, veteran status, age, political belief or place of birth, whether or not such unlawful discrimination is related to a contract or procurement activity involving the Banks Project, and (ii) will not, for any purpose related to the Contractor's engagement with respect to the Banks Project, employ or contract with any person or business which the Contractor knows or has reason to know has engaged, is engaged, or will engage in such unlawful discrimination, whether or not such unlawful discrimination is related to a contract or procurement activity or involving the Banks Project. As used herein, "**Contractor**" means any bidder, contractor, subcontractor, professional service provider, supplier, vendor or other person doing business with or soliciting business from the County and/or the City relating to the Banks Project, unless the context otherwise requires.

3. DBE Policy Statement and Objectives [49 CFR Part 26.23]

3.1 Policy and Objectives. The County and the City have received, or may receive, federal financial assistance from the U. S. Department of Transportation (the "DOT") to finance a portion of the Banks Project and, as a condition to receiving such assistance, must comply with DOT regulations under 49 CFR Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*". In order to comply with DOT requirements and to give effect to this Banks Inclusion Policy, the County and the City have adopted this Disadvantaged Business Enterprise (as defined below) policy ("DBE Policy") and have established a Disadvantaged Business Enterprise program for DOT-assisted contracts related to the Banks Project (the "DBE Program") in accordance with applicable DOT regulations. It is the policy of the County and the City to ensure that DBEs as defined in 49 CFR Part 26 have an equal opportunity to receive and participate in DOT-assisted contracts ("DBE Policy"). It also is the policy and objectives of the County and the City:

- (a) To ensure non-discrimination in the award and administration of DOT-assisted contracts;
- (b) To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
- (c) To ensure that only firms that fully meet eligibility standards set forth in 49 CFR Part 26 are permitted to participate as DBEs in the DBE Program;
- (d) To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
- (e) To help remove barriers to the participation of DBEs in DOT-assisted contracts; and
- (f) To assist with the development of firms that can compete successfully in the marketplace outside of the DBE Program.

3.2 Liaison Officer. The Director of Hamilton County Small Business Development has been designated as the DBE liaison officer for the DBE Program (the “DBE Liaison Officer”). In that capacity, he/she is responsible for implementing all aspects of the DBE Program and ensuring that the County and the City comply with all provisions of 49 CFR Part 26 in connection with the award and performance of DOT-assisted contracts related to the Banks Project. Implementation of the DBE Program shall be accorded the same priority as compliance with all other legal obligations incurred by the County and the City in their financial assistance agreements with the DOT. The DBE Liaison Officer shall have direct and independent access to the Commissioners, the County Administrator of Hamilton County (the “County Administrator”), the Mayor of Cincinnati (the “Mayor”) and the Council with respect to matters concerning the DBE Program. [49 CFR Part 26.25]

3.3 Dissemination of Policy. The County has disseminated or will disseminate this DBE Policy statement to the Commissioners and all departments and divisions of the County. The City has disseminated or will disseminate this DBE Policy statement to the Mayor and all departments and divisions of the City. This DBE Policy statement also shall be distributed to DBEs and non-DBE business communities that currently perform, or have performed, work for the County or the City on DOT-assisted contracts by publishing this statement in general circulation, minority-focused and trade association publications, by electronic or regular mail to local disadvantaged business development organizations and by posting a copy of this DBE Policy statement on the County’s website and the City’s website. [49 CFR Part 26.23]

3.4 No Quotas or Set-Asides. Neither the County nor the City will use quotas or will set aside contracts for DBEs on DOT-assisted contracts or in any way in the administration of the DBE Program, except as permitted under DOT regulations to address egregious instances of unlawful discrimination. [49 CFR Part 26.43]

3.5 Expiration. The County and the City shall continue to carry out the DBE Program until all funds from DOT financial assistance for the Banks Project have been expended. [49 CFR Part 26.21(c)]

4. DBE Program Requirements

4.1 Definitions. [49 CFR Part 26.5]

4.1.1 “**Disadvantaged Business Enterprise**” or “**DBE**” means a for-profit small business concern that is at least 51% owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51% of the stock is owned by one or more such individuals; and whose management and daily business operations are controlled by one or more socially and economically disadvantaged individuals who own it. To be eligible for DBE certification under the DBE Program, (i) a firm (including its affiliates) must be an existing small business, as defined by the U. S. Small Business Administration (“SBA”) standards, and must not have average annual gross receipts as defined by SBA regulations over the firm’s previous three fiscal years in excess of \$20.41 million (subject to adjustment from time to time for inflation); [49 CFR Part 26.65]

4.1.2 “**DOT-Assisted Contract**” means any contract between the County and/or the City and a contractor (at any tier), funded in whole or in part with DOT financial assistance, including letters of credit or loan guarantees, except a contract solely for the purchase of land;

4.1.3 “**Socially and economically disadvantaged individual**” means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is:

(a) An individual who the County or the City finds to be a socially and economically disadvantaged individual on a case-by-case basis;

(b) An individual in one or more of the following groups, members of which are *rebuttably presumed* to be socially and economically disadvantaged:

(i) “Black Americans,” which includes persons having origins in any of the Black racial groups of Africa;

(ii) “Hispanic Americans,” which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

(iii) “Native Americans,” which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

(iv) “Asian-Pacific Americans,” which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kirbati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;

(v) “Subcontinent Asian Americans,” which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;

(vi) Women; and

(vii) Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

An individual whose personal net worth exceeds \$750,000 (excluding the individual’s ownership interest in the firm applying for DBE certification, the individual’s equity in his or her primary residence and any contingent liabilities) is deemed not to be economically disadvantaged. [49 CFR Part 26.67(d)]

All terms used in this DBE Policy statement which otherwise are not defined in this statement shall have the respective meanings assigned to them, if any, in 49 CFR Part 26.

4.2 Non-Discrimination. [49 CFR Part 26.7] Neither the County nor the City will exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin. In administering the DBE Program, neither the County nor the City will, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program with respect to individuals of a particular race, color, sex or national origin.

4.3 DBE Financial Institutions. [49 CFR Part 26.27] The County and the City will investigate thoroughly the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the County, if any, and shall make reasonable efforts to use these institutions and to encourage prime contractors for DOT-assisted contracts related to the Banks Project to use such institutions. Any information on the availability of such institutions shall be maintained by the DBE Liaison Officer.

4.4 DBE Directory. [49 CFR Part 26.31] The County and the City shall maintain and make available to interested persons a directory identifying all firms eligible to participate as DBEs in the DBE Program. For each firm, the directory will include its address, phone number, and types of work the firm has been certified to perform as a DBE. The directory will be made available on request to interested persons, including bidders, for work related to the Banks Project in connection with their efforts to meet the DBE goals established by the County and the City and made a part of bid specifications. The directory will serve as a primary source for locating potential contractors and suppliers. The directory will be revised at least annually and updated information included in the directory will be made available to contractors and the public on request.

4.5 Required Contract Clauses. Both the County and the City will require the following assurance to be included in every DOT-assisted contract between the County or the City, as the case may be, and a contractor, and in each subcontract the contractor signs with a subcontractor:

“The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the County and/or the City deems appropriate.” [49 CFR Part 26.13(b)]

The County and the City will include the following clause in each DBE-assisted prime contract:

“The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than ten (10) days from the receipt of each payment the prime contractor receives from the County and/or the City. If the County and/or the City require retainage from the prime contractor and incremental acceptances of portions, as determined by the County or the City, as the case may be, of the contract work are made by the County and/or the City, then the prime contractor agrees to return all related retainage from subcontractors, if any, within ten (10) days after receiving payment from the County and/or the City for the contract work satisfactorily completed and accepted by the County and/or the City, including such incremental acceptances of portions of such work. Any delay or postponement of payment over ten (10) days may occur only for good cause following written approval of the County and/or the City, as applicable, which approval shall not be unreasonably withheld, conditioned or delayed. This clause applies to both DBE and non-DBE subcontracts. Each subcontractor shall provide in all contracts with lower tier subcontractors or suppliers clauses requiring that the subcontractor shall pay the lower tier subcontractors and suppliers in accordance with the foregoing provisions. Any violation of these provisions by the prime contractor may be considered a breach of contract and may result in the suspension or termination of this contract or such other remedy as deemed appropriate by the County or the City, as the case may be, and DOT. The foregoing requirements shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the prime contractor or any subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontractor performance and/or noncompliance by a subcontractor.” [49 CFR Part 26.29]

4.6 Monitoring and Enforcement Mechanisms. [49 CFR Part 26.37]The County and the City will monitor DBE contracts, DBE scheduled work and payments to contractors related to the Banks Project in order to ensure compliance with this DBE Program and that work committed to DBEs at contract award is actually performed by DBEs. Non-compliance with this DBE Policy by the offending party may be considered a breach of contract and may result in the suspension or termination of that party’s contract or such other remedy as deemed appropriate by the County or the City, as the case may be, and the DOT. The County and the City will bring to the attention of the DOT any false, fraudulent, or dishonest conduct in connection with the DBE Program known to the County or the City, as the case may be, as provided in 49 CFR Part 26.109. [49 CFR Part 26.37] The County and the City also will consider similar action under the County’s or the City’s own legal authorities granted through the contract documents, including responsibility determinations in future contracts.

4.7 Overall DBE Goals. [49 CFR Part 26.45]

(a) The County and the City, together with the Ohio Department of Transportation (“ODOT”), are required to and have established an overall goal for DBE participation in DOT-assisted contracts related to the Banks Project in accordance with the provisions of 49 CFR Part 26.45. The overall DBE participation goal must be based on demonstrable evidence of the availability of DBEs in the County which are ready, willing and able to participate in the DOT-assisted contracts relative to all businesses in the County which are ready, willing and able to participate in such contracts. The goal also must reflect the determination of the County, the City and ODOT of the level of DBE participation expected

absent the effects of discrimination. The overall goal for utilization of DBEs in connection with the publicly-funded portion of the Banks Project with respect to DOT-assisted contracts is _____% (the “DBE Goal”). [NOTE: **DBE PARTICIPATION GOAL TO BE SET BY ODOT WITH RECOMMENDATION FROM THE COUNTY AND THE CITY.**]

The Developer for the Banks Project fully supports the DBE Policy and the DBE Goal for the publicly-funded portion of the Banks Project.

(b) The County and the City will meet the maximum feasible portion of the DBE Goal by using *race-neutral* means to facilitate DBE participation in the Banks Project. The County and the City will attempt to achieve increased DBE participation in DOT-assisted contracts through *race-neutral* means, including, but not limited to, encouraging prime contractors to subcontract portions of the work on the Banks Project to DBEs, including work that such prime contractors otherwise might perform with their own work forces; ensuring the inclusion of DBEs and other small businesses on the County’s and/or the City’s mailing lists for bidders; and advising prime contractors of the County’s website and the City’s website with DBE information. [49 CFR Part 26.51(a)]

(c) The County and the City will use *contract goals* to meet any portion of the DBE Goal that the County and the City project cannot be met using *race-neutral* means. *Contract goals* shall be established so that, over the period to which the overall goal applies, the *contract goals* cumulatively will result in meeting any portion of the DBE Goal that is not projected to be met through the use of *race-neutral* measures. The County and the City will establish *contract goals* only on those DOT-assisted contracts that have subcontracting possibilities. The County and the City will not be required to establish *contract goals* on every such contract, and the size of *contract goals* will be adapted to the circumstances of each such contract (e.g., type and location of work, availability of DBEs to perform the particular type of work, etc.). [49 CFR Parts 26.51(d) and (e)] The County and the City will express *contract goals* as a percentage of the total amount of a DOT-assisted contract.

4.8 Good Faith Efforts. [49 CFR Part 26.53] When the County and/or the City has established a DBE *contract goal*, the County and/or the City will award the contract only to a bidder/offeror who makes good faith efforts to meet the goal as required under 49 CFR Part 26.53. Compliance with good faith efforts requirements will be treated as a matter of responsiveness to bid specifications. Each solicitation for which a **contract goal** has been established will require the bidders/offerors to submit the following information with each bid submitted:

- (a) The names and business and e-mail addresses of DBE firms that will participate in the contract;
- (b) A description of the work that each DBE firm will perform;
- (c) The dollar amount of the participation of each DBE firm participating;

(d) Written and signed documentation of commitment to use DBE subcontractors whose participation it submits to meet a *contract goal*;

(e) Written and signed confirmation from each DBE firm that it is participating in the contract as provided in the prime Contractor's commitment; and

(f) If the contract goal is not met, evidence of good faith efforts of the bidder/offeror to meet such goal.

4.9 Counting DBE Participation. [49 CFR Part 26.55] The County and the City will count DBE participation towards overall and *contract goals* under the DBE Program as provided in 49 CFR Part 26.55.

4.10 DBE Certification. [49 CFR Part 26.83] Only firms certified as eligible DBEs as described in 49 CFR Part 26.83 are eligible to participate in the DBE Program.

5. SBE Policy Statement and Objectives

5.1 Policy and Objectives. The County and the City recognize that small businesses contribute financially to the County and the City through the payment of local taxes and the employment of local residents, who themselves support the County and the City through the payment of local taxes. The County and the City also acknowledge that small businesses generally have an economic and competitive disadvantage with respect to County and City contract and procurement opportunities because of their size and economic status. The County and the City believe that the growth and development of these economically-disadvantaged small businesses will increase the number of qualified business competitors in the local community, will improve and strengthen the local tax base which supports the County and the City, and will have a positive impact on the local workforce. It is the policy of the County and the City to support and encourage the participation of economically-disadvantaged small businesses in their procurement and contracting activities, including such activities related to the Banks Project (the "SBE Policy"). Accordingly, as part of the Banks Inclusion Policy, the County and the City have established the Banks Small Business Program (the "SBE Program") to encourage the participation of small businesses, directly and indirectly, in the contracts and procurements awarded by the County and/or the City related to the Banks Project. As part of the SBE Program, the County and the City also will encourage Contractors awarded Banks Project contracts to engage or use small businesses as subcontractors and/or suppliers for work to be performed under such contracts. Further, the County and the City will collect data to measure the participation of small businesses and minority and women-owned businesses in contracting and procurement activities related to the Banks Project. On an annual basis during the completion of the Banks Project, the County and the City will review this SBE Policy and the SBE Program and, if appropriate, will modify the policy and/or the program to more effectively achieve the objective of including small businesses in the contracting and procurement activities of the County and/or the City relating to the Banks Project.

5.2 Definitions. For purposes of this SBE Policy and the SBE Program, as used herein, “small business”, “small business enterprise” and “SBE” means a “small business enterprise” as defined under Section 323-1-S of the Municipal Code of the City of Cincinnati, Ohio, except that any requirement for the maintenance of fixed offices within the geographical boundaries of the County or the City (or any other geographic area) contained in such definition will not be applicable for purposes of the SBE Program. As used herein, “Contractor” means any bidder, contractor, subcontractor, professional service provider, supplier, vendor or other person doing business with or soliciting business from the County and/or the City relating to the Banks Project, unless the context otherwise requires.

5.3. SBE Participation Goals.

(a) In furtherance of the SBE Policy, it is the goal of the County and the City to award to small businesses, directly or indirectly through contracting, subcontracting and/or procurement activities of Contractors, contracts and procurements which represent at least 30% for Construction, 15% for Commodities and General Services and 10% for Professional Services, respectively, of the aggregate dollars spent annually by the County and/or the City on the Banks Project (the “SBE Goal”). In order to achieve the SBE Goal, the County and the City will encourage Contractors to use small businesses in the performance of contracts awarded to them relating to the Banks Project.

The Developer for the Banks Project fully supports the SBE Policy and the SBE Goals for the publicly-funded portion of the Banks Project and, with respect to the privately-funded portion, it is the goal of the Developer to achieve percentage goals equal to the SBE Goals with respect to the use of small business enterprises.

(b) The following categories are hereby established to identify the contracting and procurement activities covered by this SBE Policy, which categories may be amended from time to time by the County and the City:

(i) **Category A. – Construction:** including, without limitations, any and all contracts relating to new construction and the construction, renovation and/or maintenance of buildings, facilities and other erected structures owned or leased by the County and/or the City and the rehabilitation, remodeling and repairs of roads and bridges.

(ii) **Category B. – Commodities:** including, without limitations, the purchase of all goods, equipment, office and other supplies, art, furniture, and other tangible personal property otherwise not covered by Categories A, C and D herein.

(iii) **Category C. - General Services:** including, without limitations, the procurement of advertising, printing, non-construction repairs, janitorial services, training seminars and workshops, computer and information systems security, shipping and mailing, microfiche and microfilm, courier, storage, travel, consulting and any other non-professional services.

(iv) **Category D. – Professional Services:** including, without limitations, the purchase of any and all services for which applicable selection criteria may require a bidder or Contractor to possess a license or other certificate of competency, such as in the areas of accounting and auditing, insurance, laboratory, legal, medical and transportation, or as otherwise described as consultants in the Ohio Revised Code.

(c) Each Contractor for the Banks Project will be required to submit to the County and/or the City, as the case may be, with the Contractor's bid a plan for the engagement of small businesses by the Contractor in connection with the Banks Project. A Contractor's failure to submit a small business utilization plan to the County and/or City with the Contractor's bid may result in a determination that the bid is non-responsive and rejection of the bid.

(d) The County and/or the City may establish goals for the utilization of SBEs for each contract awarded by the County or the City, as the case may be, in connection with the Banks Project, and the goal related to each contract may differ from the goals for other contracts because of the availability of SBEs or other factors.

(e) The County and the City are required to award all contracts for the Banks Project to the "**lowest and best**" bidder. Accordingly, inability of a Contractor to meet the established contract goal or any other goal set forth in this SBE Policy with respect to the utilization of SBEs will not exclude the Contractor from award of a contract if the Contractor's bid otherwise is deemed by the County and/or the City, as the case may be, to be the "**lowest and best**" bid.

(f) For purposes of determining whether the SBE Goal is reached, SBE participation in Banks Project contracts will be counted as follows:

(i) The total dollar value of the contract awarded to an eligible SBE will be counted toward the SBE Goal;

(ii) The County or the City may count toward the SBE Goal a portion of the total dollar value of a contract with an eligible joint venture equal to the percentage of the ownership and contract of the SBE in the joint venture;

(iii) The County or the City may count toward the SBE Goal only expenditures to SBEs that perform a "**commercially useful function**" in the work of a contract. An SBE is considered to perform a "**commercially useful function**" when it is responsible for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing, managing, and supervising the work involved. A business which stocks sufficient quantities of supplies in direct inventory, held for sale or resale, to cover anticipated future demands for the supplies engages in a "**commercially useful function**" for purposes of the SBE Program. SBEs that engage in the business of providing brokerage shall not be deemed to perform a "**commercially useful function**" unless the brokerage services are those required or sought by the County or the City, as the case may be. To determine whether an SBE is performing a commercially useful function, the County or the City, as the case may be, will evaluate the amount of work subcontracted, industry practices, and other relevant factors; and

(iv) Consistent with normal industry practices, an SBE may enter into subcontracts. If an SBE subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of normal industry practices, the SBE will be presumed not to be performing a commercially useful function. The SBE may present evidence to rebut this presumption to the County or the City, whichever has awarded the relevant contract.

5.4 Program Support. To facilitate the use of small businesses by Contractors, the County and the City, working together with the Consultant (as hereinafter defined), will:

5.4.1 Sponsor and hold pre-bid meetings to inform potential bidders of the SBE Goal and the availability of small businesses to perform work related to or to serve as suppliers for the Banks Project;

5.4.2 Notify small businesses of contracting, subcontracting and procurement opportunities related to the Banks Project directly and by placing notices and specifications related to such opportunities in their respective government bulletins; and, as funding permits, in major local newspapers in general circulation, local trade and trade association publications, small business enterprise media and other periodicals;

5.4.3 Provide copies of bid notices to local trade associations, local small business chambers of commerce, technical assistance agencies and small business contractor associations;

5.4.4 Provide small businesses with information and list of resources relating to insurance, bonding and financing;

5.4.5 Encourage the formation of joint ventures among small businesses and between small businesses and prime Contractors which may provide an opportunity for small businesses to gain experience;

5.4.6 Make copies of specifications and requests for proposals available for review by any prospective bidder;

5.4.7 Conduct outreach events directed to small businesses regarding contracting procedures and specific contracting opportunities related to the Banks Project;

5.4.8 Make available a list of small business resources that may assist with the development and improvement of immediate and long-term business management, recordkeeping and financial and accounting capabilities; and

5.4.9 Develop and distribute to potential Contractors for the Banks Project through print and electronic means a current directory of small businesses which are certified in accordance with this SBE Policy and which are available to serve as subcontractors and suppliers for the Banks Project, categorized by types of firms to facilitate identifying SBEs with capabilities relevant to a particular specification. Each SBE listing will contain the business name, contact person, mailing and e-mail addresses, phone number, legal structure of the business, and details concerning the SBE's specialty(ies). The directory will be continuously updated and maintained electronically as well as in hard copy. In compiling the directory, the County and the City will seek to identify and certify as many SBEs as possible that have the potential of doing business related to the Banks Project.

5.5 Monitoring SBE Participation.

(a) The County and the City will monitor and track the participation of small businesses in the Banks Project to determine if the SBE Goal is being met and whether Contractors are in compliance with the Non-discrimination Policy. In order to assist the County and the City in that effort, each Contractor for the Banks Project will be required to:

(i) submit to the awarding government entity (the County or the City, as appropriate) with each contract bid related to the Banks Project information regarding any and all small businesses proposed to be used by the Contractor in connection with the performance of the contract, including, but not limited to, a list of the name, business and e-mail addresses and telephone number of, and a brief description of the services to be performed or procurements to be filled (including the amount to be paid for such services or procurements) by, each such small business, which list also shall identify specifically each minority and women-owned business to be utilized in performing the contract if awarded to the Contractor; and

(ii) upon award of a contract related to the Banks Project, compile and deliver to the County and the City *monthly* reports regarding the engagement of small businesses in connection with the Banks Project in

sufficient detail so as to allow the County and the City to monitor and track the participation of small businesses in contract and procurement activities related to the Banks Project, including, but not limited to, a list of the name, business and e-mail addresses, telephone number and federal tax identification number of, and a brief description of the actual services performed or procurements filled by (including the amount paid or to be paid for such services or procurements), each small business during the period covered by the report in connection with the Banks Project contract or procurement awarded to such Contractor. In addition, for monitoring purposes, each such report shall identify specifically each minority and women-owned business included in the list.

(b) A Contractor's non-compliance with the foregoing disclosure or reporting requirements may be considered a breach of contract and may result in the suspension or termination of the Contractor's contract related to the Banks Project or such other remedy as may be deemed appropriate by the County and/or the City.

(c) The County and the City at least annually will prepare or cause to be prepared a consolidated report based on a compilation and analysis of the reports submitted by the Developer and other information, if any, provided to the County and the City by Contractors, regarding the use of small businesses for contracts and procurements related to the Banks Project. The report also will discuss the use of minority-owned and women-owned businesses for services and procurements related to the Banks Project to the extent that such information is available to the County and/or the City. The report will be made available promptly to the general public on the County's and the City's websites as well as in hard copy upon request.

5.6 SBE Certification. For purposes of the Banks Project, only small businesses which are certified by the City pursuant to Section 323-1-S of the Municipal Code of the City of Cincinnati, Ohio will be eligible to participate in the SBE Program. Notwithstanding the foregoing, no requirement regarding the maintenance of fixed offices within the geographical boundaries of the County or the City (or any other geographic area) will be required for such certification.

5.7 Limitations. The provisions of this SBE Policy shall not apply to contracts or procurements valued at \$5,000 or less. In addition, the provisions of this SBE Policy shall not apply to the publicly-funded portion of the Banks Project to the extent that applicable federal and/or state laws, regulations or policies prohibit the application of this SBE Policy to such portion.

5.8 Application of Other SBE Policies. This SBE Policy and the SBE Program established pursuant hereto shall be applied to all contracts and procurements of the County and/or the City awarded or to be awarded in connection with the Banks Project in lieu of any other existing small business enterprise policy, program or contracting and procurement requirements of the County and/or the City.

6. Workforce Development Policy Statement and Objective [41 CFR Part 60]

6.1 Policy and Objectives. The County and the City are equal opportunity employers. The County and the City believe that the reduction in unemployment among local residents, particularly minorities and women, constitutes a valid local government purpose. The County and the City also recognize their obligation to use contracting and procurement activities to facilitate the creation of jobs for unemployed and underemployed individuals. In addition, a portion of the Banks Project will be financed by the federal government through DOT, which requires compliance with Executive Order No. 11246, as amended (the “Executive Order”), and regulations promulgated by the U. S. Department of Labor, Office of Federal Contract Compliance Programs (“OFCCP”), under 41 CFR Part 60 (the “DOL Regulations”). The Executive Order prohibits discrimination in employment and requires affirmative action by contractors and subcontractors to ensure equal employment opportunities without regard to race, color, sex, religion and/or national origin in performing non-exempt federally-assisted construction contracts and subcontracts. The Executive Order and the DOL Regulations apply to a construction contractor’s or subcontractor’s employees who are engaged in on-site construction, including those construction employees who work on a non-federally assisted construction site. It is the policy of the County and the City to comply, and to require all Contractors awarded contracts or subcontracts related to the Banks Project to comply, with the Executive Order and the DOL regulations (“Banks Workforce Policy”) to the extent applicable. Therefore, in order to increase the capacity of minorities and women to participate in local construction projects, to promote the employment of minorities and women in connection with the Banks Project and to comply with the Executive Order and the DOL regulations, as part of the Banks Inclusion Policy, the County and the City have established the Banks Workforce Development Program (the “Banks Workforce Program”). Each Contractor working on the publicly-funded portion of the Banks Project shall comply with all applicable provisions of the Executive Order, the DOL Regulations and all other rules, regulations, and relevant orders of the U. S. Secretary of Labor. For purposes of this policy, “**Contractor**” means any bidder, contractor, subcontractor, professional service provider, supplier, vendor or other person doing business with or soliciting business from the County and/or the City relating to the Banks Project, unless the context otherwise requires.

All terms used in this Banks Workforce Policy statement which otherwise are not defined in this statement shall have the respective meanings assigned to them, if any, in the Executive Order and/or the DOL Regulations.

6.2 Required Contract Clauses.

(a) Pursuant to the DOL Regulations, the equal opportunity clause published at 41 CFR Part 60-1.4(b) (the “Equal Opportunity Clause”) is required to be included in, and to be made a part of, all nonexempt federally-assisted construction contracts and subcontracts. Each Contractor working on the publicly-funded portion of the Banks Project shall include the Equal Opportunity Clause in each of its contracts and subcontracts. The Equal Opportunity Clause shall be considered to be part of each contract and subcontract related to the

Banks Project required by the Executive Order or the DOL Regulations to include such a clause, whether or not such clause is physically incorporated in such contract. [41 CFR Part 60-4.3(a)]

(b) The Standard Federal Equal Employment Opportunity Construction Contract Specifications published at 41 CFR Part 60-4.3(a) (the “Specifications”) are required to be included in, and to be made a part of, all federal and federally-assisted construction contracts in excess of \$10,000 to be performed in geographical areas designated by the Director of OFCCP (the “Director”) pursuant to 41 CFR Part 60-4.6 and in construction subcontracts in excess of \$10,000 necessary in whole or in part to the performance of nonconstruction federal contracts and subcontracts covered under the Executive Order. Each Contractor working on the publicly-funded portion of the Banks Project shall include the Specifications in each of its contracts and subcontracts as may be required under the Executive Order and/or the DOL Regulations. The Specifications shall be considered part of each contract and subcontract required by the DOL Regulations to include such a clause, whether or not such clause is physically incorporated in such contracts. [41 CFR Part 60-4.3(a)]

6.3 Affirmative Action Program. [41 CFR Part 60-1.40] Each nonconstruction Contractor awarded a contract by the County or the City related to the publicly-funded portion of the Banks Project, if the Contractor has 50 or more employees and a federally-assisted contract of \$50,000 or more, or has United States bills of lading which in any 12-month period total, or can reasonably be expected to total, \$50,000 or more, shall develop and maintain a written affirmative action program for each of its establishments. Each Contractor awarded a contract or subcontract related to the Banks Project shall require each of its nonconstruction subcontractors, if the nonconstruction subcontractor has 50 or more employees and a federally-assisted contract of \$50,000 or more, or has United States bills of lading which in any 12-month period total, or can reasonably be expected to total, \$50,000 or more, to develop and maintain a written affirmative action program for each of its establishments. An affirmative action program required by this section must comply with applicable DOL Regulations, must be developed within 120 days from the commencement of the awarded Banks Project related contract and must be updated annually. [41 CFR Part 60-1.40(a)] In order to comply with DOL Regulations, an affirmative action program must include the components specified in 41 CFR Parts 60-2.10(b) and 60-2.17, including placement goals for minorities and women. As part of its affirmative action program, a Contractor must conduct a workforce analysis of each job title, determine workforce availability of women and minorities for each job group, and conduct a utilization analysis to determine whether women or minority group persons are "underutilized" in any job group. Based on these analyses, the Contractor shall establish goals to overcome the underutilization of minorities and women and shall make a good faith effort to achieve those goals.

6.4 The Banks Project Workforce Participation Goals. [41 CFR Parts 60-4.3 and 60-4.6]

(a) Under the Executive Order and DOL Regulations, construction Contractors are not required to maintain a written affirmative action program, but must make *good faith efforts* to meet demographic goals related to geographic specific census data for minorities and a *nationwide* goal for women as determined by the Director or his designee. From time to time, the Director issues goals for minorities and women utilization based on appropriate workforce

demographic or other relevant data, which covers construction projects or construction contracts performed in specific geographical areas. The goals for minority and women participation in construction projects are expressed in percentage terms for the covered Contractor’s aggregate workforce in *each* construction trade on *all* construction sites. The current percentage goal for the utilization of women established by the Director is 6.9% of work hours and applies to all of a Contractor’s construction sites regardless of where the federal or federally-assisted contract is being performed. Minority utilization goals are formulated in terms of work hours performed in a specific Standard Metropolitan Statistical Area (“SMSA”) or Economic Area, and the specified goals apply to all of a Contractor’s work in the SMSA, both federally-assisted and private construction work. Therefore, the current goals for minorities and women participation in the workforce for the Banks Project as established by the Director are as follows:

	Goal for minority participation in each trade	Goal for women participation in each trade
For Hamilton County:	11.0%	6.9%
For City of Cincinnati:	11.0%	6.9%

It is the aim of the County and the City to achieve the workforce participation goals with respect to the Banks Project as set forth above. In addition, based upon current labor force information, the County and the City have established a combined goal for the participation of minorities and women in the workforce for the Banks Project of 22% (the “Workforce Participation Goals”).

The Developer for the Banks Project fully supports this Banks Project workforce policy (the “Banks Workforce Policy”) and the Workforce Participation Goals for the publicly-funded portion of the Banks Project and, with respect to the privately-funded portion, it is the goal of the Developer to achieve significant participation of minorities and women as measured in labor hours.

(b) In accordance with the Executive Order and the DOL Regulations, the Workforce Participation Goals apply to a covered Banks Project construction Contractor’s total construction workforce in the SMSA, even if some of the Contractor’s employees perform work under non-federal or nonfederally-assisted construction contracts or subcontracts and even though such work may occur in geographical areas where the Contractor does not currently work on federal or federally-assisted construction projects. The goals applicable to other construction work performed by a Contractor outside of the SMSA (which includes the County and the City) are the goals established by the Director for those geographic areas where such other construction work is being performed.

6.5 Good Faith Efforts. [41 CFR Part 60-4.3]

(a) In order to achieve the Workforce Participation Goals, construction Contractors working on the publicly-funded portion of the Banks Project are required to use their *good faith efforts* to increase the utilization of minorities and women in the skilled construction trades. Further, pursuant to the Executive Order and DOL Regulations, construction Contractors working on the publicly-funded portion of the Banks Project must take certain action to

demonstrate their *good faith efforts* to achieve the Workforce Participation Goals, including, but not limited to:

6.5.1 Maintaining a work environment free of harassment, intimidation, and coercion at all sites and in all facilities at which the Contractor's employees are assigned to work;

6.5.2 Establishing and maintaining current lists of minority and women recruitment sources; providing written notification to minority and women recruitment sources and to community organizations when the Contractor has employment opportunities available; and maintaining a record of the organizations' responses;

6.5.3 Maintaining current files containing the names, residence and e-mail addresses and telephone numbers of each minority or woman off-the-street applicant and minority or woman referral from a union, recruitment source or community organization and of what action was taken with respect to each such individual;

6.5.4 Developing on-the-job training opportunities and/or participating in training programs for the area which expressly include minorities and women, and providing notice of these training opportunities and job programs to recruitment sources, state employment offices and other referral sources compiled by the Contractor as required under DOL Regulations;

6.5.5 Disseminating the Contractor's equal employment opportunity policy to unions and training programs, requesting their cooperation and assistance in meeting equal employment opportunity obligations, and disseminating the Contractor's equal employment opportunity policy by including it in the Contractor's policy manual or collective bargaining agreement, by publicizing it in the Contractor's newspaper, annual report , etc. (if any), by specific review of the policy with all management personnel and with all minority and women employees at least once a year, and by posting the Contractor's equal employment opportunity policy on bulletin boards accessible to all employees at each location where the construction work is performed;

6.5.6 Disseminating the Contractor's equal employment opportunity policy in advertising and in the news media of general circulation (including minority and women news media);

6.5.7 Directing recruitment efforts, both oral and written, to minority, women and community organizations, to schools with minority and female students and to minority and women recruitment and training organizations serving the Contractor's recruitment area and employment needs;

6.5.8 Encouraging current minority and women employees to recruit other minorities and women; and

6.5.9 Documenting and maintaining records of all solicitations of offers for subcontracts from minority and women construction contractors and suppliers, including circulating solicitations to minority and women contractor associations and other business associations.

(b) Although Contractors are required to make *good faith efforts* to meet the Workforce Participation Goals, the goals are neither quotas, set-asides nor a device to achieve proportional representation or equal results. The Workforce Participation Goals are not intended to require a Contractor to hire a person who does not have the qualifications needed to perform the assigned job successfully, to hire an unqualified person in preference to another applicant who is qualified, or to hire a less qualified person in preference to a more qualified person. Rather the goals are used to target and measure the effectiveness of affirmative action efforts to eradicate and prevent barriers to equal employment opportunities related to the Banks Project, and no sanctions will be imposed on a Contractor solely for failure to meet the Workforce Participation Goals.

(c) To promote and facilitate such employment, the County and the City, working together and through the Consultant (as hereinafter defined) and/or the Southwest Ohio Regional Workforce Investment Board (the “SWORWIB”), which is funded jointly by the County and the City, will:

6.5.10 Sponsor and hold pre-bid meetings to inform potential bidders of the Workforce Participation Goals and the availability of qualified minorities and women to work on the Banks Project;

6.5.11 Notify minorities and women of employment opportunities related to the Banks Project by placing notices of such opportunities in their respective government bulletins, on their respective websites and, as funding permits, in major local newspapers of general circulation, local trade and trade association publications, small business enterprise media and other periodicals;

6.5.12 Provide copies of notices of employment opportunities related to the Banks Project to local minority and women trade associations, local minority and women chambers of commerce, technical assistance agencies, employment agencies, community resource organizations and minority and women contractor associations;

6.5.13 Work with various community-based/workforce development programs that provide instruction and training opportunities for minorities and women interested in gaining experience in construction and related fields to establish a job readiness program for, and to increase the pool of minorities and women qualified to work on, the Banks Project;

6.5.14 Coordinate with local union and non-union pre-apprenticeship programs, career, and technical centers, universities, educational associations, and local community organizations who provide workforce development programs to identify minorities and women interested in pursuing careers or jobs in the construction industry; and

6.5.15 Implement pre-apprenticeship programs to develop the skill levels of minorities and women interested in pursuing jobs in the construction industry.

In addition, working together and through the SWORWIB, the County and the City will use their best efforts to develop and distribute to potential Contractors for the Banks Project through print and electronic means a current directory of qualified minority and women construction and other workers available for employment related to the Banks Project, categorized by types of experience and skills to facilitate identifying minorities and women with skills and capabilities relevant to particular job requirements. To the extent permissible by law, each listing will contain the name, residence and e-mail addresses, telephone number, and details concerning the job qualifications of each individual. The directory will be continuously updated and maintained electronically as well as in hard copy.

(d) The Workforce Participation Goals established herein are interim and designed to be reasonably attainable. The County and the City will review the Workforce Participation Goals at least annually and, if legally permissible and appropriate, based upon the relevant facts and circumstances, from time to time, the County and the City may modify or adjust the Workforce Participation Goals.

6.6 Monitoring the Banks Project Workforce Participation.

(a) The County and the City, working together and through the Consultant, will monitor and track the participation and employment of minorities and women as construction and other workers in connection with the Banks Project to determine if the Workforce Participation Goals are being met. In order to assist the County and the City in that effort, each Contractor awarded a contract for the Banks Project will be required to:

(i) submit to the awarding government entity (the County or the City, as appropriate) promptly after such award information regarding the number of full and part-time employees of the Contractor who will work on the Banks Project, identifying such employees who are minorities and women, including, but not limited to, a list of the name, residence and e-mail addresses, and telephone number of, and a brief general description of the work to be performed by, each such employee, information regarding whether the Contractor expects to hire additional employees to work on the Banks Project and, if so, a brief general description of the skills and capabilities requirements for each such additional employee; and

(ii) compile and deliver to the County and the City *monthly* reports regarding the employment, if any, of additional minorities and women to work on the Banks Project.

(b) A Contractor's non-compliance with the requirements of the Executive Order, the DOL Regulations, this Banks Workforce Policy or the Banks Workforce Program, as

such provisions are applicable with respect to the publicly-funded portion of the Project, may be considered a breach of contract and may result in the suspension or termination of the Contractor's contract related to the Banks Project or such other remedy as may be deemed appropriate by the County and/or the City.

6.7 Limitations. The provisions of this Banks Workforce Policy and the Banks Workforce Program shall not apply to a Contractor with a federally-assisted construction contract or subcontract valued at \$10,000 or less. [40 CFR 60-4.1]

7. Employee Readiness Program

7.1 Establishment. In order to accomplish the Workforce Participation Goals, the County and the City, working together and with the SWORWIB, will cause to be established an employee readiness program (the "ERP") to work in conjunction with various community-based workforce development programs to increase the construction skill levels of County and City residents and to help them reach the qualification levels needed to gain entry into union and open shop apprenticeship programs. Additional details regarding the role and make-up of the ERP are set forth in Schedule A attached. To facilitate this effort, the County and the City, working together and through the Consultant, will:

(a) Coordinate with various community-based workforce development programs that provide instruction and training opportunities for those interested in gaining experience in construction industry and related fields;

(b) Coordinate with local union and non-union pre-apprenticeship programs, career, and technical centers, universities, and educational associations and organizations to identify and engage those interested in pursuing careers in the construction industry and related fields; and

(c) Advertise and promote the availability of workforce project opportunities in a broad-based manner.

7.2 Employee Readiness Committee. The County and the City endorse the work and efforts of the SWORWIB and will encourage the SWORWIB to establish an employee readiness committee (the "ERC") to oversee implementation of the ERP. The purpose of the ERC will be to evaluate the effectiveness of the ERP and new and existing apprenticeship programs which are available to residents of the County and/or the City. The membership of the ERC should include an elected official, Contractors, union and non-union officials, a SWORWIB member, and apprenticeship representatives. The ERC should provide input and recommendations to the SWORWIB and, in turn, the SWORWIB should report quarterly to the County, the City and the Consultant about the progress and effectiveness of the ERP.

8. Inclusion Outreach Consultant

8.1 Engagement of Consultant. In order to facilitate the implementation and administration of this Banks Inclusion Policy, including the DBE Program, the SBE Program and the Banks Workforce Program, the County, the City and the Developer will hire an inclusion outreach consultant (the “Consultant”) to assist with the Banks Project. The Consultant will be responsible for conducting extensive outreach programs directed at DBEs, including minority and women-owned businesses, SBEs, and qualified minorities and women construction workers, during the preconstruction and construction phases of the Banks Project. The Consultant also will be responsible for tracking, monitoring and preparing monthly participation reports on the utilization of DBEs, including minority and women-owned businesses, SBEs and qualified minorities and women construction workers in connection with the Banks Project.

8.2 Other Duties of Consultant. The Consultant will work cooperatively with the Hamilton County Office of Small Business Development (the “Small Business Development Office”), and the City of Cincinnati Office of Contract Compliance (the “COCC”) in connection with the implementation and administration of this Banks Inclusion Policy. In addition, the Consultant will seek input and advice regarding effective outreach efforts as contemplated by this Banks Inclusion Policy from business leaders, DBEs, small business owners and representatives of trade associations and community organizations, including, but not limited to, the Greater Cincinnati & Northern Kentucky African American Chamber of Commerce, the Cincinnati USA Hispanic Chamber of Commerce, the Cincinnati USA Regional Chamber of Commerce, the Greater Cincinnati Building & Construction Trades Council, Allied Construction Industries (ACI), Ohio Valley Chapter of Associated Builders and Contractors, Inc., South Central Ohio Minority Business Council, Cincinnati Women In Construction, Cincinnati Business Incubator, the Cincinnati Minority Contractors Business Assistance Program, the Cincinnati-Hamilton County Community Action Agency, the Cincinnati Unit of the NAACP, the Hamilton County Department of Job and Family Services and the Cincinnati Workforce Development Center.

9. Socio-Economic Impact

9.1 Data Collection and Analysis. The County and the City anticipate that the Banks Project will have a significant and positive social and economic impact on the Greater Cincinnati and Hamilton County region. The County and the City also believe that it is important to measure such impact, particularly in the census tract areas within the SMSA that includes the County and the City (the “Hamilton County SMSA”) which have been deemed to be economically distressed. For that purpose, the County and the City will collect and analyze social and economic data to monitor and measure the regional impact of the Banks Project. To assist the County and the City and to facilitate such efforts, each Contractor for the Banks Project will be required to:

(a) prepare and submit to the awarding government entity (the County or the City, as appropriate) quarterly reports regarding:

(i) the use of first-tier subcontractors, suppliers and vendors in connection with the Banks Project during the period covered by the report, including, but not limited to, (i) the name and principal business address of each subcontractor, supplier and vendor and (ii) the dollar value of each Banks Project related subcontract and procurement awarded by the Contractor to the first-tier subcontractor, supplier or vendor during the covered period; and

(ii) the number of persons employed by the Contractor to work on the Banks Project (or to perform any work directly or indirectly related to the Banks Project) during the covered period who reside in the SMSA which includes Hamilton County, together with the aggregate amount of salaries and gross wages paid to such persons, based upon each zip code included in such geographic area.

Each Banks Project related subcontract between a Contractor and a first-tier subcontractor, supplier or vendor shall require the subcontractor, supplier or vendor to prepare and submit to the government entity that awarded the prime contract or procurement to the Contractor (the County or the City, as appropriate) quarterly reports containing information as described or otherwise required pursuant to this provision with respect to the subcontractor's first-tier subcontractor supplier or vendor contract, procurement and/or employment activities related to such awarded subcontract or procurement.

9.2 Limitations. The provisions of Section 9.01 shall not apply to individual Banks Project related contracts, subcontracts and/or procurements valued at \$10,000 or less, unless or until the aggregate value of a series of such contracts, subcontracts and/or procurements awarded to the same Contractor, subcontractor, supplier or vendor exceeds \$10,000. The information described under Section 9.01(a)(ii) shall not be required for a supplier or vendor that does not have any office, supply warehouse or distribution facility located within [50] miles of the County.

10. Rules and Guidelines

10.1 Authorization. The Small Business Development Office and the COCC are authorized to jointly prepare and issue rules and guidelines for the implementation and administration of this Banks Inclusion Policy consistent with the purposes and intent of such policy as set forth herein. Nothing set forth herein or in such rules and guidelines should be interpreted or applied in any manner that would be in violation of existing applicable state or federal law. [Accordingly, the Banks Project Small Business Enterprise Program Rules and Guidelines dated _____, 2007 have been developed by the Small Business Development Office and the COCC and specifically apply to this Banks Inclusion Policy.]

SCHEDULE A

Employee Readiness Program

[TO BE ATTACHED]