



CITY OF CINCINNATI REQUEST FOR PROPOSALS

HOUSING REPAIR SERVICES

DUE DATE: May 20, 2013 at 4:00PM ET

RFP NUMBER: RFP366DCDHRS

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

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

Lydgia Sartor
Senior Community Development Analyst
Dept. of Community Development
City of Cincinnati
Two Centennial Plaza
805 Central Avenue, Suite 700
Cincinnati, Ohio 45202
(513) 352-6113 fax
Lydgia.sartor@cincinnati-oh.gov

Issue Date: April 16, 2013

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

**REQUEST FOR PROPOSAL
FROM THE CITY OF CINCINNATI
Department of Community Development
Housing Repair Services**

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I. REQUEST

INTRODUCTION

The City of Cincinnati, Ohio, (hereinafter referred as "City") is issuing this Request for Proposals (hereinafter "RFP") pursuant to the provisions of the Cincinnati Municipal Code, Chapter 321 and City Manager Administrative Regulation 23 for Professional Services, from parties, (hereinafter "Offerors"). The Offeror shall provide Housing Repair Services. These emergency services are to be available 24 hours a day, 7 days a week. Emergencies can be broken water lines, gas fumes, non-running water, leaky roofs, improper wiring, broken heat, ventilation and air conditioning (HVAC), etc. This program shall be funded in part with Community Development Block Grant Funds (hereinafter "CDBG"). For detail information on the CDBG regulations visit www.hud.gov.

GENERAL BACKGROUND AND INFORMATION

The Housing Repair Services Program serves the residents of Cincinnati by providing home repairs and accessibility modifications to very low-income homeowners, particularly elderly and/or disabled owners. The services enable owner-occupants to remain in their dwelling units. The services help to maintain the quality of housing stock in the City. The residential rehabilitation undertaken by the contractor is an eligible Community Development Block Grant expense.

SCOPE OF SERVICES/SPECIFICATIONS

The person and/or organization must demonstrate their strategy for effectively and efficiently implementing Housing Repair Services by supplying emergency repairs to qualifying homeowners. This includes the elements of intake, eligibility, timely repair schedules, quality of services/products, cost effectiveness, reporting requirements, and managing high volume caseload demand. The RFP also emphasizes services, strategy, and coordination with other agencies, client satisfaction process, and the utilization of contractors through the City of Cincinnati's Small Business Enterprise program.

This contract funds direct and administrative costs incurred by the organization during the contract period. The majority of funds for this contract will fund repair work, which will not allow standardization of some work elements because it is greatly affected by individual conditions. However, all appropriate elements of the repair work will be done to meet Cincinnati Building Code standards.

PROGRAM DESCRIPTIONS

The programs offered through Housing Repair Services are emergency repairs, immediate repairs, and critical repairs. The average costs per unit associated with each program, as well as a maximum allowable cost without City consultation and approval are indicated. The maximum will be calculated by the direct costs associated with each unit, including materials, labor and work by subcontractors, and the administrative costs added together.

1. Emergency Repairs

Eligible clients may receive one uncertified Emergency Repair a year. Emergency Repairs are, often by necessity, performed prior to client qualification of income.

Services will be limited to two emergency repairs per household per year. The average cost of an emergency repair is anticipated to be \$800, with the allowable maximum estimated cost without City approval of \$2,500. Following the emergency repair, the client may be referred to other agencies addressing additional non-emergency repair needs. The need for third emergencies in exceptional cases must be documented in writing and reported to the City prior to start of the job. All Emergency Repairs will be in the form of a grant to the homeowners.

It is understood by the City of Cincinnati that because of the emergency nature of repairs on weekends and in evenings, it will not always be possible to notify the City of excess costs or third repairs immediately. In those cases, the City will be notified as soon as practicable.

Emergency repairs are conditions that pose an immediate threat to a client's well being. The contractor attempts to contact the owner and bring the emergency under control within 24 hours. The type of repair included as emergency can be defined as follows:

- Broken water lines, where water is pouring, not dripping, out of line.
- Client's only accessible toilet is stopped up or otherwise unusable.
- Gas fumes.
- No heat.
- Lack of security, where first-floor doors or windows cannot be closed.
- Existing air conditioning is not working during a heat emergency and there is a resident with health problems that could be complicated by the heat.
- Hot water is constantly running, not dripping, including water heaters.
- An electrical condition that poses a fire threat.

Other emergencies that meet general emergency criteria, but do not pose an immediate threat to the client's well-being, the contractor will contact the homeowner within 24 hours and schedule a time within 72 hours to bring the existing emergency under control. Work that poses an impending health or safety problem and/or will cause further damage to other areas of the structure if not addressed within 60 days should be addressed as soon as possible, before they cause further damage or problems. This includes code items on buildings for which the Building & Inspections has issued orders. These types of situations include:

- A leaking roof that is causing noticeable ceiling damage and, in the near future, might collapse.
- Crumbling or loose steps or handrails that, if not repaired, will collapse or cause a fall.
- An improperly secured toilet that is unstable when in use and might break loose from its seal, causing both water and sewerage problems.

2. Immediate Repairs -This program addresses repairs of an emergency nature that exceed the \$2,500 limit. Generally, Immediate Repairs are expensive emergency repairs with the same need for immediate attention and same time frame as stated in the Emergency Repairs section. The average cost of an Immediate Repair is anticipated to be \$3,300, with the allowable estimated cost without City approval of \$5,000. Services will be limited to one Immediate Repair per year, unless approval is provided by the Department of Community Development (DCD) contract manager.

Eligibility for immediate repairs shall be determined by Offeror and the service limitations outlined in this paragraph shall include only those services provided to the eligible client by Offeror, and shall specifically not include services provided by any other service provider. In addition, time requirements as outlined in this Agreement shall commence on the date of Offeror's receipt of notification of the need for service. Immediate Repairs may also include modifications and accessibility improvements for physically disabled individuals to improve accessibility to house and occupant's personal safety. Examples are wheelchair ramps, electric lifts, grab bars/handrails.

All Immediate Repairs will be in the form of a grant to the homeowners.

3. Critical Repairs -The program will respond to the critical home repair needs of eligible homeowners. It is not the purpose of the program to respond to all home repair needs of the homeowner, but only repairs critical to the safety of the client and the integrity of the home. Offeror's project managers will base their response on analysis of the problems and the levels of response outlined below. It may be possible that the need for more than one Critical Repair may exist in a structure. In this case, Offeror will make repairs, if feasible, up to the program limit and refer the client to other agencies when possible for extensive home repair work. Offeror will conduct a housing assessment as a precursor to the Critical Repair grant. This assessment will generally reflect overall conditions and will highlight other areas in need of repair. The allowable maximum expense in this program without City approval is \$10,000. All Critical Repairs will be in the form of a grant to the homeowner. Only one Critical Repair project (which may include more than one Critical Repair) will be provided every other year, unless approval is provided by the DCD contract manager.

Eligibility for critical repairs shall be determined by Offeror and the service limitations outlined in this paragraph shall include only those services provided to the eligible client by Offeror, and shall specifically not include services provided by any other service provider.

Critical Repairs will be classified as follows:

- Defects affecting the integrity of the structure or shell of the house. Examples are leaking roofs and gutters that are the cause of structural damage, decayed and damaged siding, failing foundations, damaged or failed support beams.

Offeror will test existing smoke detectors in each home that it services. A new battery will be installed if necessary. Offeror will insure one smoke detector is installed on every floor where there is not a functioning smoke detector. A Client Sign Off form will be used and placed in each client file after obtaining client signature and date. This form will verify that working smoke detectors are on each floor of the home and it is the CLIENT's responsibility to maintain each smoke detector with working batteries. Offeror staff will have safety training so that they know the correct locations of where to place smoke detectors.

ELIGIBILITY REQUIREMENTS

Individual homeowner occupants of property, not exceeding three dwelling units per building, of which one is occupied by the owner, within the boundaries of the City of Cincinnati for the neighborhoods referred to in the Area of Service, are eligible for this program. The contractor will keep records of the income level of each household.

REPORTING REQUIREMENT

Written reports shall be provided monthly by the Offeror of progress on contract goals, including description of obstacles to achievement and providing a measurement of performance.

QUALIFICATIONS

1. Minimum Qualifications
 - a. Demonstrated knowledge of and experience in community development, real estate development, human resource development, customer service, business administration, and working with local governments.
 - b. Demonstrated experience working in the construction field;
 - c. Demonstrated experience in compiling reports including an ability to utilize technology and tools needed to interpret information and to create a quality service program;
 - d. Demonstrated excellent verbal, written, and interpersonal communication skills; and
 - e. Demonstrated ability to complete similar projects within the stated time frame and budget.
2. Preferred Qualifications
 - a. Demonstrated experience in construction management.
 - b. Demonstrated experience in working with subcontractors.
 - c. Demonstrated experience in grant writing and fundraising to leverage city funds for programming

TIMETABLE

Milestones for the Process are:	Date
1. <u>Release of RFP</u>	<u>April 15, 2013</u>
2. <u>Pre-Briefing Meeting</u>	<u>April 22, 2013</u>
3. <u>Deadline for Written Questions</u>	<u>April 26, 2013</u>
4. <u>Response to Written Questions Due to Applicants</u>	<u>April 30, 2013</u>
5. <u>OFFERORS SUBMIT PROPOSALS</u>	<u>May 20, 2013</u>
6. <u>City initiates negotiations with preferred Offeror (approx.)</u>	<u>June 10, 2013</u>

QUESTIONS CONCERNING THE RFP

Persons who have questions concerning this RFP are encouraged to submit written questions to:

Lydgia Sartor, Senior Community Development Analyst
Department of Community Development & Planning
Two Centennial Plaza, Suite 700
805 Central Ave.
Cincinnati, OH 45202
or via e-mail: Lydgia.sartor@cincinnati-oh.gov

Written questions concerning this RFP will be accepted before and during the *optional* Pre-Submittal Briefing Conference. At the Pre-Submittal Briefing Conference, answers for all questions will be provided. Following the close of the Pre-submittal Briefing Conference, the City will prepare written answers to all the questions. Copies of the answers will be provided to each person who requested a copy of the RFP.

The City will not provide answers to any questions concerning this RFP submitted after the close of the Pre-Submittal Briefing Conference.

Pre- Submittal Briefing Conference

Date: April 22, 2013

Time: 2:00PM ET

**Location: Two Centennial Plaza, 7th Floor, Griesel Room
805 Central Ave., Cincinnati OH. 45202**

RFP SUBMISSIONS

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

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

An original and five (5) complete copies of the proposal must be submitted to:

Deana Brown, City Purchasing Agent
Purchasing Division
805 Central Avenue
Two Centennial Plaza, Suite 234
Cincinnati, Ohio 45202-1947

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

RFP366DCDHRS: Housing Repair Services, Due May 20, 2013 at 4:00PM ET.

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

May 20, 2013 at 4:00PM ET
Late proposals will not be accepted.

Proposals can be withdrawn at any time, if requested in writing, until the deadline date, at which time proposals will be considered firm.

Offerors submitting proposals in response to and consistent with this RFP must submit all items requested in Section II of this RFP.

SELECTION PROCESS AND AWARD CRITERIA

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

The City's Project Committee will review and evaluate all properly submitted proposals that are received on or before the deadline. The committee will then select the proposal that is "Most Advantageous" to the City taking into consideration price and evaluation factors set forth below:

- Demonstrated expertise
- Background information on Offeror and quality of proposal.
- Work plan, benchmarks, and schedule to address the Scope of Services.
- The fees and prices proposed by the Offeror.
- Small Business Enterprise utilization and community –based involvement.

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

The City's selection committee will submit its findings to the Director of Community Development; the Director will submit a recommendation to the City Manager who will make the award for the City pursuant to CMC Section 321-1-A2.

COMPETITION INTENDED

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

PROCESS FOR ENTERING INTO AGREEMENT

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

The Offeror should be prepared to begin contract negotiations upon notification of the Award. If the Offeror is not able to begin contract negotiations, the City may disqualify that Offeror.

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

ADDITIONAL INFORMATION

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

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

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

The City publishes information on the City of Cincinnati Internet web site at www.cincinnati-oh.gov , which includes the Cincinnati Municipal Code and the information concerning the rules and registration information about the Small Business Enterprise Program. The Vendor Registration Application (Form 59) can be downloaded from the City Internet web site.

CHANGES AND ADDENDA TO RFP DOCUMENTS

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

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

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

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

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

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

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

OFFEROR'S COVENANT OF NON-DISCRIMINATION

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

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

Only Offerors who submit Proposals that include subcontractor(s) must complete and return with their Proposal the Subcontractor Utilization Plan (Form 2003), signed by a person authorized to bind the Offeror. This form is included in the RFP Section IV.

Small Business Enterprise: A summary of the City's Small Business Enterprise (SBE) Program is included in the RFP Section III. The following SBE forms are included in Section IV.

- Subcontractor Utilization Plan (Form 2003)
- Statement of Good Faith Efforts (Form 2007).
- Outreach/Good Faith Efforts Form (Form 2007-a).
- Subcontractor Approval Request (Form 2004).

II. PROPOSALS

CONTENT AND FORM OF PROPOSALS

The proposal must be signed by a person who has legal authority to contractually bind the Offeror. Please submit one (1) original and five (5) complete copies.

1. Company Credentials

The Proposal must include the company's name, address, main telephone and fax numbers and company's history and mission statement.

The history of the organization includes: any former name(s) of the Offeror, number of years of operation and number of years Offeror has been involved in providing services to Community Councils. Names of principals of the firm and other individuals who have a financial interest in the firm.

The Proposal must include three references. The references shall consist of Company Name, Address, Telephone number, and contact person's name and title.

2. Staff Credentials

The Proposal must include the name, title, address, telephone number and resume of Offeror's primary and secondary contact persons. It must include a commitment concerning the availability of the primary contact person and a secondary contact person.

The Proposal must include the name, title, address, and telephone numbers and resumes of all persons who will manage and/or will be assigned to perform services under this Proposal.

Credentials are subject to verification.

3. Work Plan and Schedule

In this section, the Proposal must present, in detail, action steps (tasks) and services to be provided consistent with the Scope of Services provided in this RFP. Benchmarks and deadlines must be delineated.

Examples and a list of completed assignments for which the firm acted in an emergency repair capacity and provided maintenance services available 24 hours a day 7days a week

Examples of assessment capabilities and case management and the ability to meet a high volume caseload demand

Examples of coordination with other social service providers and linkage to community-based organizations.

Current contracts underway
Prior staff and contractor experience and knowledge of Community Development Block Grant and HOME program regulations and public sector loan programs.

Listing of current computer programs and/or capabilities

4. Budget

The Proposal must include a complete budget showing personnel, non-personnel, and all other costs.

Note: *Cost plus* a percentage and percentage of construction *cost* methods of contracting shall not be used.

EXCEPTIONS

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

III. CONTRACT TERMS AND CONDITIONS

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

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

TERM

The term of this Agreement shall commence on the effective date of the Agreement and end June 30, 2014. By mutual consent of the City and the Contractor, the contract may be renewed for up to three (3) additional twelve (12) month periods ending June 30, 2017. These options shall be exercised by written notice from the City to the contractor prior to the expiration of the current contract period. Such notice can be transmitted by regular mail and contain an area for written acceptance by the contractor. The renewal is contingent upon funding being approved by City Council for the subsequent years.

SUBCONTRACTING

None of the work or services covered by this Agreement shall be subcontracted, except as set forth herein, without the prior written approval of the City of Cincinnati. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

ASSIGNMENT OF CONTRACT

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

COMPLIANCE WITH LAWS AND POLICIES

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

EQUAL EMPLOYMENT OPPORTUNITY

This Agreement is subject to and Contractor shall comply with the provisions of the Equal Employment Opportunity Program of the City of Cincinnati contained in Chapter 325 of the Cincinnati Municipal Code (Ordinance 331-1999). Section 325-9 of the Cincinnati Municipal Code is hereby incorporated by reference into this Agreement.

The Equal Employment Opportunity Program regulations require the vendor determined to be the lowest and best bidder complete and submit an OCC 147 form. The OCC 147 form is designed to provide an evaluation of the vendor's policies and practices relating to the extension of equal employment opportunity to all persons without regard to race, religion, color, sex, national or ethnic origin, age, handicap, or Vietnam military service.

Failure to comply with the City's request for submission of the OCC 147 form within ten days of the date of the request will be sufficient cause to reject the bid due to the vendor being non-responsive.

SMALL BUSINESS ENTERPRISE

This contract is subject to and Contractor shall comply with the provisions of the Small Business Enterprise Program contained in Chapter 323 of the Cincinnati Municipal Code. Section 323-99 of the Cincinnati Municipal Code is hereby incorporated by reference into this contract.

Details concerning this program can be obtained from the Office of Contract Compliance, Two Centennial Plaza, 805 Central Avenue, Suite 234, Cincinnati, Ohio, 45202, (513) 352-3144.

The Contractor shall utilize best efforts to recruit and maximize the participation of all qualified segments of the business community in subcontracting work, including the utilization of small business enterprises. This includes the use of practices such as assuring the inclusion of qualified Small Business Enterprises, which includes minority and women-owned businesses, in bid solicitations and dividing large contracts into smaller contracts when economically feasible.

The SBE must be certified under the appropriate City commodity code by the time of the bid closing. The SBE may seek certification by contacting the Office of Contract Compliance.

CONTRACTOR'S COVENANT OF NON-DISCRIMINATION

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

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

LIVING WAGE PROVISIONS

This contract is subject to the Living Wage provisions of the Cincinnati Municipal Code. The provisions require that, unless specific exemptions apply or a waiver is granted, all employers (as defined) under service contracts shall provide payment of a minimum wage to employees (as defined) of \$11.32 per hour with health benefits (as defined) or otherwise \$12.82 per hour. Such rate shall be adjusted annually pursuant to the terms of the Municipal Code.

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

PROMPT PAY

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

POLITICAL ACTIVITY RESTRICTIONS

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

EVALUATION, REPORTS, INFORMATION AND AUDITS

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

HOLD HARMLESS

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

INDEMNIFICATION AND INSURANCE

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

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

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

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

The Contractor shall have the City of Cincinnati named as an additional insured. The Contractor shall furnish to the City of Cincinnati Certificates of Insurance certifying the above types and amounts of insurance. Such Certificates shall include a Notice of Cancellation clause with notification being sent to the City of Cincinnati.

CONFLICT OF INTEREST

- A. No officer, employee, or agent of the City of Cincinnati who exercises any functions or responsibilities in connection with the planning and carrying out of the program, nor any immediate family member, close business associate, or organization which is about to employ any such person, shall have any personal financial interest, direct or indirect, in the Contractor or in this Agreement and the Vendor shall take appropriate steps to assure compliance.
- B. The Contractor agrees that it will not contract with any subcontractor in which it has any personal financial interest, direct or indirect. The Contractor further covenants that in the performance of this Agreement no person having any conflicting interest shall be employed.
- C. The Contractor agrees not to engage in activities on behalf of the City that produce a direct or indirect financial gain for the Contractor other than the agreed-upon compensation, without the City's informed, prior, written consent.

CONFIDENTIALITY

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

PROPRIETARY MATERIALS

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

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

WARRANTY

The Contractor warrants that the services to be provided by it hereunder will be performed in a good, timely, and professional manner by qualified staff and in accordance with generally accepted professional end-users. The Contractor further warrants that the design and recommended solution are workable and capable of meeting the Project Objective.

OWNERSHIP OF PROPERTY

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

NON-PERFORMANCE

- a. If through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the covenants or agreements of this Agreement, the City shall have the right to terminate this Agreement by giving written notice to the Contractor specifying the effective date of the termination, at least five (5) days before such effective date. In such event, all finished or unfinished documents, data, studies, reports, and/or information prepared by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work satisfactorily completed at the date of termination.
- b. Any periodic payments from the City specified in this Agreement will be contingent upon performance of contractual obligations to date, including the proper receipt of supporting receipts, invoices, reports, statements, or any other supporting information as required by the City in this Agreement. Failure to satisfactorily meet any one of the Agreement obligations by the Contractor may result in the City not approving periodic payments to the Contractor and/or filing liens as may be necessary against the Contractor's assets or future assets, until the Contractor satisfactorily fulfills its obligations under the Agreement or satisfactorily reimburses the City for any prior payments. The City also reserves the right to seek any other legal financial remedies as necessary pursuant to any damages the City may have encountered through the Contractor's default on any of the Agreement obligations until all or part of the City's prior payments have been recouped as the City deems appropriate but not to exceed the total amount of any prior payments. The City also reserves the right in the event of non-performance of this Agreement to prohibit any future or limited contractual relationships with the Contractor either directly or indirectly.

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

TERMINATION

- A. **Termination of Contract for Cause.** If, through any cause, the contractor shall fail to fulfill in a timely and proper manner the Contractor's obligations under this Agreement or if the Contractor violates any of the terms and conditions, covenants or agreements of the Agreement, if no attempt is made to cure the failure within a period of ten (10) days or a longer period specified in writing, the City of Cincinnati shall have the right to terminate this Agreement by giving written notice to the Contractor specifying the effective date of the termination, at least five (5) days before such effective date. Notwithstanding the above, the Contractor shall not be relieved of liability to the City of Cincinnati for damages sustained by the City of Cincinnati by virtue of any breach of this Agreement by the Contractor, and the City of Cincinnati may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the City of Cincinnati from the Contractor is determined. Exceptions may be made with respect to defaults of subcontractors.
- B. **Termination for Convenience of City.** The City of Cincinnati may terminate this Agreement by giving thirty (30) days notice in writing from the City of Cincinnati to the Contractor. If this Agreement is terminated by the City of Cincinnati as provided, the Contractor will be paid an amount which bears the same ratio to the total compensation, as the services actually performed bear to the total services of the Contractor, covered by this Agreement less payments of compensation previously made.
- C. **Alternatives to Termination.** In the event the Contractor fails to fulfill the terms and conditions of this Contract in a timely and diligent manner, the City reserves the right, at its sole option, as an alternative to termination of the Contract, to reduce the services required herein of the Contractor and reduce the project budget in a manner which reflects such a reduction, by giving notice of such in writing, stating the date such reduction will become effective.

INDEPENDENT CONTRACTOR

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

CERTIFICATION AS TO NON-DEBARMENT

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

WAIVER

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

LAW TO GOVERN

The Agreement is entered into and is to be performed in the State of Ohio, City of Cincinnati and Contractor agrees that the law of the State of Ohio shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement and jurisdiction for any claim or lawsuit arising or resulting from this Agreement shall be Ohio courts and the venue or place for such lawsuit shall be Hamilton County, Ohio.

FORUM SELECTION

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

AMENDMENT

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

ENTIRETY

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

SEVERABILITY

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

IV. FORMS

MISCELLANEOUS FORMS TO BE EXECUTED BY OFFEROR AND SUBMITTED WITH PROPOSALS

(see following pages)



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

The undersigned hereby agrees to pay all covered employees, as defined by the Cincinnati Municipal Code Chapter 317, Living Wage Ordinance (LWO), a living wage of \$11.32 per hour to employees who have health care benefits provided by the employer and \$12.82 per hour to employees not provided health care by the employer. A "covered employee" is the person or persons employed by a "covered employer" to perform the specific services which are covered or funded by the contract with the City. Please check the appropriate boxes:

- ☐ All of our employees who have health benefits provided by this company receive an hourly wage that is at least \$11.32 an hour. The employer cost or contribution for health benefits equals no less than \$1.50 an hour for the average workweek of such employees.

Health Care Provider	Plan #
Contact Person	Phone #

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

☐ Contractor	☐ Subcontractor	Bid/Contract #
-------------------------------------	--	----------------

In accordance with Chapter 317-13(b), LWO, Obligations of Contractors, contractors shall require their subcontractors to comply with the provisions of this chapter.

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

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

Name	Name
Name	Name

Name of Company: _____ will hereby comply with Chapter #317 of the Cincinnati Municipal Code as stated above.

Print Name	Title
Signature	Date

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



OCC 209

NOTARY PUBLIC SIGNATURE

PRINT NAME

My commission expires

02/03

City of Cincinnati

SUBCONTRACTING OUTREACH PROGRAM SUMMARY Department of Community Development

The City of Cincinnati is committed to maximizing subcontracting opportunities for all qualified and available Small Business Enterprises (SBEs). The Subcontracting Outreach Program applies to City and federally funded construction contracts.

There are two components of the Subcontracting Outreach Program:

- **SBE Subcontractor Participation:** This component requires subcontracting opportunities available to small businesses certified in the City's SBE program. To count towards the SBE participation goal, the SBE must be certified in the commodity code(s) that will be used on the project. A list of City-certified SBEs is available on the City's website at <http://www.cincinnati-oh.gov/purchasing/resources-directories/sbe-directory/> or from the Office of Contract Compliance.
- **Outreach/Good Faith Efforts.** The SBE subcontractor participation component. This component requires contractor to provide evidence of outreach effort made to SBEs.

Pursuant to the Subcontracting Outreach Program requirements the following items must be completed, signed and submitted:

1. **Subcontractor Utilization Plan (Form 2003)**
2. **Subcontractor Approval Request (Form 2004):** must be completed and submitted to the Contract Compliance Office/Community Development prior to subcontractor's start date.

The Following documents must be submitted as requested to document affirmative attempts to utilize SBEs if goal of 30% SBE utilization is not being met:

1. **Statement of Good Faith Efforts (Form 2007)**
2. **Outreach/Good Faith Summary Sheet (Form 2007-a)**

If you have any questions or need assistance in meeting these requirements, please feel free to contact Kayla Camp at (513) 352-3736.



CITY OF CINCINNATI – DEPT. OF COMMUNITY DEV.
SUBCONTRACTOR UTILIZATION PLAN
Contract Number _____

CD 2003
Revised 07-28-10

ATTACHMENT #2

THIS DOCUMENT MUST BE ACCURATELY COMPLETED, SIGNED AND SUBMITTED PRIOR TO “NOTICE TO PROCEED”

PROCUREMENT DESCRIPTION:

DATE SUBMITTED:

TOTAL CONTRACT VALUE \$:

COMPANY NAME:

FEDERAL TAX ID#

ADDRESS/TELEPHONE:

THE ABOVE NAMED COMPANY PROPOSES TO USE THE SERVICES OF THE FOLLOWING LISTED FIRM (S) DEMONSTRATING SUFFICIENCY TO MEET OR EXCEED SUBCONTRACTING PARTICIPATION GOALS. PLEASE LIST ALL SUBCONTRACTORS, INCLUDING SUPPLIERS.

Name/Address/Telephone	Federal Tax ID#	Describe Exact Type Of Work /Supplier	Subcontract Dollars	Subcontract Percentage	Certified Section 3 Business Concern Y/N	Certified SBE Y/N

I certify that the above information is true to the best of my knowledge. I acknowledge and agree that any changes to the above information must be submitted in writing and inputted in SubConTrak.

Signature

Title

DATE



CITY OF CINCINNATI – DEPT. OF COMMUNITY DEV
SUBCONTRACTOR APPROVAL REQUEST

CD 2004
Revised 07/28/10

Statement of Intent to Utilize Firms
Contract Number _____

ATTACHMENT #3

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

SUBCONTRACTOR

SUBCONTRACTOR	Federal Tax ID	Address	Zip Code	
Authorized Representative	Title	Phone No.		
Email address:				
Is SBE registered as a Small Business Enterprise with the City of Cincinnati's Office of Contract Compliance? YES ☐ NO ☐				
Is the Contractor a Section 3 Business Yes No				
Is the Contractor a Minority Business Enterprise? YES ☐ NO ☐ Women-Owned Business Enterprise? YES ☐ NO ☐ (This information is being collected solely for use pursuant to federal reporting requirements).				
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/	
Contract Administering Agency	DATE



CITY OF CINCINNATI – DEPT. OF COMMUNITY DEV
STATEMENT OF GOOD FAITH EFFORTS
Contract Number _____

ATTACHMENT #3

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

MUST INCLUDE SUPPORTIING DOCUMENTATION WITH THIS FORM

_____ Identified sufficient subcontracting work to meet goal (attach content of advertisements and written notices to subcontractors indicating type of work to be subcontracted). *(10 Points)*

_____ Written Notice to Subcontractors (submit copy of each letter sent, or if one master notification, submit copy of letter and recipient list). *(15 Points)*

_____ Follow-up to initial solicitations (submit copy of call logs). *(20 Points)*

_____ Advertising (attach content of advertisements, which must include project name, bidder, work available, contact person's name and number, information on availability of plans and specifications and bidder's policy concerning assistance to subcontractors in obtaining bonds, credit lines and/or insurance; date of advertising and publications). *(15 Points)*

_____ Assistance with bonds, credit lines, insurance (submit copy of advertising and written notices to subcontractors). *(20 Points)*

_____ Provision of plans, specifications and requirements: Bidder provided interested sub-bidders with access to plans, specifications and requirements for subject project. *(15 Points)*

_____ Other (please list any other methods utilized that aren't covered above). *(5 Points)*

Minimum points allowed is 85. When below this number, company will be required to work with Community Development Analyst to develop enhanced strategy until in compliance. Efforts will be monitored for one year and may impact future contracts.

Company

Company Representative (Name and Title)

Signature

Date

**CITY OF CINCINNATI – DEPT. OF COMMUNITY DEV.
OUTREACH/GOOD FAITH SUMMARY SHEET**

CD 2007-a

Revised 07-28-10

Contract Number _____

COMPANY NAME:	ADDRESS/TELEPHONE:
PROJECT	DATE:

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

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

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

Company Representative (Name/Title)

Date

CITY OF CINCINNATI EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

Adopted by Ordinance NO. 331-1999

This form is designed to provide an evaluation of your policies and practices relating to the extension of equal employment opportunity to all persons without regard to race, religion, color, sex, national or ethnic origin, age, handicap, or Vietnam military service.

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

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

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

PROCEDURE

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

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

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

For further information call:
(513) 352-3144

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

Submitted By _____
Date _____

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

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

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

POLICIES AND PRACTICES

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

- A - This is now a practice of the Company/Organization.
 B - The Company/Organization will adopt this policy.
 C - The Company/Organization cannot or will not adopt this policy. (If A or B is circled - state reason.
 Use separate sheet if additional space is needed.)

It is understood that the Company's/Organization's willingness to participate in the Equal Employment Opportunity Program will be evaluated by the Contract Compliance Division. This evaluation will directly influence our decision on the qualification of each bidder/contractor and is an integral part of your bid/contract. ALL QUESTIONS MUST BE ANSWERED.

Circle One	Items	State Reason if (C) is circled
A B C	1. The Company/Organization will adopt a policy of non-discrimination on the basis of race, religion, color, sex, national or ethnic origin, age, handicap, or Vietnam military service with regard to recruitment, hiring, training, upgrading, promotion, disability or maternity leave, discipline and remuneration of employees or an applicant for employment. An Affirmative Action Plan including goals and timetables will be developed to correct existing deficiencies in the aforementioned areas, if those deficiencies exist.	
A B C	2. The Company/Organization will assign responsibility to one of its officials to develop procedures will assure that this policy is understood and carried out by managerial, administrative and supervisory personnel. Official's Name _____ Title _____	
A B C	3. The Company/Organization will state its non-discrimination policy in writing and communicate it to the following: a. All employees b. All advertisement and recruitment sources c. All relevant employee organizations d. All subcontractors including labor unions	
A B C	4. If the Company/Organization should need to use recruitment sources such as employment agencies, unions and schools. These sources will have a policy of referring applicants on a non-discriminatory basis.	
A B C	5. If the Company/Organization sponsors or finances educational or training programs for the benefit of employees it will do so without regard to race, religion, color, sex or national origin.	
A B C	6. If the Company/Organization has recruiters, they will seek a broad recruitment base in order that a representative cross-section of applications might be obtained; and will refrain from a hiring policy which limits job applicants to persons recommended by company/organization personnel.	
A B C	7. The Company/Organization will take steps to integrate any positions, departments or plant locations which have no minority persons, or are predominantly staffed with one particular ethnic, sex-classified or racial group.	
A B C	8. Answer only if you are a Construction Contractor. In order to achieve an integrated work force the Company/Organization will employ minority workers in each trade, and/or implement an Affirmative Action Program satisfactory to the Contract Compliance Division, City of Cincinnati.	
A B C	9. The Company/Organization will review its qualifications for each job to determine whether such standards eliminate unemployed persons or underutilized persons who could perform the duties of the jobs adequately. Review should include, but not be limited to, the following qualificational areas: a. Education b. Experience c. Tests d. Arrest records	
A B C	10. Residence in a particular geographical area will not be a qualifying criterion for employment with the Company/Organization.	
A B C	11. The Company/Organization will provide that all bargaining agreements with employee organization, including labor unions, have non-discrimination clauses requiring equal employment opportunity.	

INSTRUCTIONS FOR COMPLETION OF PAGE 5

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

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

DESCRIPTION OF CATEGORIES

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

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

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

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

Craftsmen (Skilled) - Manual workers of

relatively high skill level having a thorough and comprehensive know- ledge of the processes involved in their work. Exercise considerable independent judgment and usually receive an extensive period of training. Includes; the building trades, hourly paid foremen and lead-men who are not members of management, mechanics and repairmen, skilled machining occupations, compositors and typesetters, electricians, engravers, job setters (metal), motion picture projectionists, pattern and model makers, stationary engineers, tailors and kindred workers.

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

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

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

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

EMPLOYMENT DATA

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

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

CITY OF CINCINNATI
CONTRACT COMPLIANCE DIVISION
BIDDER/CONTRACTOR INFORMATION

Name of Company/Organization () Telephone Number

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

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

CHECK APPROPRIATE BOX BELOW

☐ Prime Contractor/Construction	☐ Sub-Contractor/Construction
☐ Prime Contractor/Professional	☐ Sub-Contractor/Professional
☐ Supplier (Goods/Services)	☐ Non-Profit Organization
☐ Educational Institution	☐ Other (Please List) _____

SEX AND RACE OF BUSINESS OWNER(S)

CHECK APPROPRIATE BOX BELOW

☐ Male	☐ White	☐ Amer. Indian/Alaskan	☐ Hispanic
☐ Female	☐ African American	☐ Asian/Pacific Islander	☐ Other _____

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

PUT THE NUMBER OF EACH IN THE APPROPRIATE BOX

☐ Male	☐ White	☐ Amer. Indian/Alaskan	☐ Hispanic
☐ Female	☐ African American	☐ Asian/Pacific Islander	☐ Other _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE