

**Request For Proposals**  
**Parks Facilities Rental & Event Management Services**  
**255X901089**

**ISSUE DATE: January 7, 2026**

**Due on or before 3:00 PM ET on February 25, 2026**

**BUYER OF RECORD:** Margaret Allen-Elkanick; [Margaret.Elkanick@cincinnati-oh.gov](mailto:Margaret.Elkanick@cincinnati-oh.gov)

**COMMODITY CODE(S):** 96100: Miscellaneous Professional Services  
95815: Building and Facilities Management Services

**REQUESTING AGENCY:** Cincinnati Park Board

**ACCEPTANCE PLACE:** <https://cincinnati-oh.bonfirehub.com/>

All proposals must be submitted electronically via the City's Bonfire portal at the above link. Responses submitted by hard copy, mail, or e-mail will not be accepted. See "RFP Submissions" for more details.

Office of Procurement  
Two Centennial Plaza  
805 Central Avenue, Suite 234  
Cincinnati, Ohio 45202-1947

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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 (CMC), Chapter 321 and City Manager Administrative Regulation 23 for Professional Services, from parties, (hereinafter "Offerors"). The Offeror shall provide facility rental and event management services, including marketing and reservations, at event facilities owned by the Cincinnati Park Board (hereinafter referred as "Parks").

## GENERAL BACKGROUND AND INFORMATION

Parks operates and maintains over 100 world-class parks, green spaces, gardens, and facilities as part of a nationally recognized city-wide system comprising more than 5,000 acres. Nine of Parks' facilities are available as private event spaces (hereinafter "Managed Facilities"). The Managed Facilities are special spaces for private events because of their unique beauty, historical status, architectural design, and location within beautiful public parks. They are in high demand as rental facilities for events, ranging from wedding receptions and ceremonies; corporate, non-profit, and social group events; and wine and bourbon tastings, among many others.

The Managed Facilities are:

- Ault Park Pavilion;
- Alms Park Pavilion;
- Mt. Echo Park Pavilion;
- Theodore M. Berry International Friendship Park Pavilion;
- The French House;
- The Gibson House;
- Krohn Conservatory;
- Oak Ridge Lodge; and
- Maple Ridge Lodge.

The City and Parks are seeking a firm to manage all aspects of marketing, planning, scheduling, accepting reservations, and managing events at these Managed Facilities.

Parks' primary goal of renting the Managed Facilities is to showcase Cincinnati's nationally recognized parks by giving individuals and local organizations the opportunity to host first class events in those spaces. Thereby creating lasting memories and fostering a deeper love and appreciation for our natural world. The successful Offeror will achieve this goal by ensuring that renters of the Managed Facilities have an exceptional experience hosting their event in City Parks. Finally, the Successful Offeror will accomplish these goals in an equitable, competitive, and financially responsible manner, maximizing reservations and rentals to drive revenue to support Parks operations.

## SCOPE OF SERVICES/SPECIFICATIONS

In this document, "Client" shall refer to those entities who are reserving one of the Managed Facilities for an event. "Manager" shall refer to the successful Offeror whose proposal is determined to be most advantageous to Parks and to whom a contract has been awarded.

The successful Offeror shall provide all day-to-day services (hereinafter "Services") necessary to deliver an efficient, superior quality facility rental and all event management services for Parks' Managed Facilities. The successful Offeror will always provide such Services in the public interest and in accordance with the highest professional and ethical standards. The successful Offeror will work closely with Parks staff to achieve Parks' operational goals for the Managed Facilities. Such Services shall include but are not limited to items outlined below.

- **Facility Rental Services**
  - The Manager shall be responsible for all activities related to renting the Managed Facilities for private or public events, including marketing, client meetings, reservations, coordinating vendors, accepting deposits and payments, managing schedules, and other needed activities. The Manager shall work to maximize the number of events in the Managed Facilities to showcase Cincinnati parks and drive revenue to support Parks operations.
- **Facility Marketing**
  - The Manager shall annually develop a business and marketing plan for the rental of the Managed Facilities to be approved by Parks. The business and marketing plan for the Managed Facilities should include at minimum a website, digital marketing strategy, industry marketing strategy (such as presenting at bridal shows and other industry events), and other strategies as necessary to achieve goals. All marketing materials/promotions by the Manager will be subject to Parks review and approval before publication or airing.
- **Reservation Services to Clients**
  - The Manager shall provide all services necessary for clients to reserve the Managed Facilities for events. This shall include software systems and services used to receive and process all reservations for the rental of the Managed Facilities. Basic customer services include maintaining a catalog of facilities; showing facilities; client consultations; bookings by phone, online, or in person; preparing client rental agreements; coordinating reservation data to Parks; and maintaining pertinent records. The Manager shall develop a standard client rental agreement to be approved by Parks.
- **Reservation Payments, Accounting, and Records**
  - The Manager shall be responsible for managing all deposits and payments for rentals and event services provided to the clients. The Manager shall provide a detailed proposal for the most advantageous and seamless method of recording and managing reservations, including communicating reservations to Parks, payment schedules, event expense accounting, and record keeping.
  - All deposits and payments from Clients will be made to Parks.
- **Event Management Services**
  - The Manager shall be responsible for all on-site activities related to the management of private or public events hosted at the Managed Facilities, including facility openings/lockup, event set-up/breakdown, vendor coordination, facility attendants, and other services per the terms specified in client's rental agreement.
  - The Manager can propose a plan that involves a subcontractor completing this work.
  - The Manager shall provide semi-annual reports to the City of Cincinnati Department of Economic Inclusion detailing MBE, WBE, and SBE utilization and spend. This report shall include total spend, percentage participation, and compliance with the established inclusion goals. The contractor is responsible for maintaining accurate records to support the report's findings.
- **Preferred Services (catering, rental of tents, tables & chairs, etc.)**
  - The Manager may provide fee-based services to clients such as catering and equipment rental. Fee-based services can be provided either by the Operator or by a subcontractor.
  - The fee-based services to be provided by subcontractors could include but are not limited to catering; rentals of tents, tables, chairs, linens, glassware; decorating; entertainment; limousine services; valet parking; and other services as may be requested by Clients.

- Parks reserves the right to review and approve the selection process and terms of subcontracts developed with optional service providers. The Manager shall enforce all terms of subcontractor agreements and collect and process all service fees.
- Pursuant to the State of Ohio's F8 liquor license requirements, 51% of alcohol sales revenues must go to Parks as the liquor license holder, 49% of alcohol sales revenue is available to the Manager.
- **Facility Premises, Cleaning, and Maintenance**
  - The Manager will accept the facility premises in their present operating condition, in basic good repair and operating order. The Manager will be responsible for cleaning all facilities after every rental, inside and outside, within 24 hours or before the next scheduled use, whichever is sooner. The Manager may subcontract for this work.
  - The Manager will provide immediate notification to Parks of routine maintenance, damage, or other repair needs of each facility. The Parks and Manager will inspect the facilities annually and develop a plan regarding maintenance/improvements that may enhance customer experience and rental revenue.
  - Parks will maintain plantings, landscapes, trails and walkways around the premises of rental facilities and in reserved areas as budget permits.
- **Rules and Regulations**
  - The Manager will assume responsibility for enforcing usage rules and regulations at Managed Facility per the limits of authority as determined by the Parks. The Manager will coordinate with Parks and with other City agencies such as Health, Fire, Police, and Public Services to ensure that all City policies and regulations are being followed with regard to the rental of facilities.
  - The Contractor shall retain all financial and administration records for a period of three years after the expiration or termination of this Agreement and shall permit the City or any of its representatives or auditors access to such records.
- **Use of Facilities by Parks and/or Manager**
  - Parks reserves the right to use the Managed Facilities at no cost.
  - Parks assumes all event management responsibilities (including set up, attendants, cleaning) for such Parks uses unless specific arrangements are made for the Manager to provide event services.
- **Fee Structure and Revenue Sharing Plan**
  - The Manager must propose a fee structure and revenue sharing plan for the rental and event management of the Managed Facilities. The current fee structure is included in Exhibit A.
  - In accordance with Ohio Law, Parks must receive 51% of liquor sales as the liquor license holder.
  - The proposed fee structure and revenue sharing plan should be competitive within the industry with the goal of maximizing rentals to drive revenue to support Parks operations.
  - All payments by clients must be deposited with Parks. The Manager shall invoice Parks for their portion of the revenue. Parks and the Manager can negotiate the schedule and timing of the invoices; however, the proposed fee structure and revenue sharing plan should provide a clear plan to include AT MINIMUM the following components:

- Payment schedules
  - Invoice procedures
  - Method for payment of all charges from client to Parks
  - Method for payment of all subcontractors and third parties
  - Preferred method of payment to Offeror
- **Transition Plan**
    - The Manager shall propose a transition plan for all existing reserved rental events that have been booked in advance of the Operator assuming management of events. Specifically, upon execution of an operating agreement resulting from this request for proposals, the Manager agrees to assume the rental, reservation, and event management services for all Managed Facilities events that were booked by the previous manager prior to contract execution. Parks will make available to the Manager all reservation records for the advance bookings, including payment, vendor arrangements, and detailed client information from the previous manager, prior to the commencement of contract.

## TERM

The resulting contract will have an initial term of five (5) years, with up to three (3) optional, 2 – year renewal terms.

## EVALUATION CRITERIA

- **Experience with Similar Facility Rental and Event Management Projects – 20 Points:** References, Other Held Contracts, etc.
- **Operational Management Plan – 20 Points:** Approach, Staffing, etc.
- **Business and Marketing Plan – 20 Points:** Approach, Method, Samples, etc.
- **Financial Proposal – 20 Points:** Fees Structure, Revenue Share, etc.
- **Economic Inclusion – 10 Points:** Offeror is a City of Cincinnati Department of Economic Inclusion Certified M/W/SBE or is partnered with a M/W/SBE certified by the City of Cincinnati Department of Economic Inclusion or other recognized certifying agency.
- **Other Benefits to the City – 10 Points**

## SUBCONTRACTING GOAL

**The MBE subcontracting goal for this RFP is 5.0%. The WBE subcontracting goal for this RFP is 2.0%**

One of the factors the City uses to determine the most advantageous offer is whether an Offeror subcontracted the minimum percentage of its bid to qualified City-certified M/WBEs. Failure to meet or exceed the subcontracting participation level may cause a proposal to be rejected as non-responsive.

The “MBE/WBE Inclusion Packet” which includes the applicable forms to be completed and included with the proposal is available at the following webpage: <https://www.cincinnati-oh.gov/inclusion/forms/bid-proposal-forms/>. When on the aforementioned webpage, please click on the weblink called “MBE/WBE Inclusion Packet” to download and access the appropriate forms.

Offeror is responsible for verifying that each M/WBE to be used on a contract is certified by the DEI as of the proposal due date. The M/WBEs named must be certified to provide the services that they are listed to perform, and the services must be required as part of the work on this contract. A directory of certified M/WBEs is available online at <https://cincinnati.diversitycompliance.com> or at the offices of DEI.

**TIMETABLE**

Milestones for the process are:

	Date
1. Release of RFP	01/07/2026
2. Date of Teams Pre-Submission meeting	01/21/2026
3. Date of In-Person Pre-Submission meeting	02/10/2026
4. Deadline for written questions	02/13/2026
<b>5. Submissions Due in Bonfire</b>	<b>02/25/2026</b>
<b>LATE SUBMISSIONS WILL NOT BE ACCEPTED</b>	
6. City initiates negotiations with preferred Offeror (approx.)	05/2026

**PRE-SUBMISSION MEETING**

The City will hold two (2) non-mandatory pre-submission meetings.

- The first will be held Wednesday January 21, 2026 at 11:00 AM - 12:00 PM EST via Teams at the link below:

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**Microsoft Teams** [Need help?](#)

[Join the meeting now](#)

Meeting ID: 287 212 706 068 32

Passcode: jC3UY6z4

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**Dial in by phone**

[+1 513-666-2177,576371348#](#) United States, Cincinnati

[Find a local number](#)

Phone conference ID: 576 371 348#

For organizers: [Meeting options](#) | [Reset dial-in PIN](#)

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- The second will be held In-Person Tuesday February 10, 2026 at 11:00 AM – 12:00 PM EST at the address listed below:

Parks Administration Building,  
950 Eden Park Drive,  
Cincinnati, OH 45202

**QUESTIONS CONCERNING THE RFP**

All questions or requests for clarification must be submitted in writing no later than **February 13, 2026, at 11:00 am ET**. Questions and clarification requests may be emailed to the buyer of record indicated on the cover page of this RFP, or submitted through the Bonfire portal at <https://cincinnati-oh.bonfirehub.com/>. If emailing, please reference “**RFP255X901089: Parks Facilities Rental & Event Management Services**” in the subject field of the message. Questions received after the designated period may not be considered. Any response made by the City will be provided in writing via Addendum.

Offerors are strictly prohibited from contacting any other City employees or any third-party representatives of the City on any matter having to do with this RFP. All communications regarding this RFP must be made to the City’s contact person, or any other City representatives designated by the Chief Procurement Officer in writing.

**PREVENTING UNFAIR COMPETITIVE ADVANTAGES**

Fairness and transparency in the procurement process require that Offerors competing for a specific project do not derive a competitive advantage from having provided services related to the project/contract/work assignment in question. To that end, pursuant to Administrative Regulation No. 62 and the City’s RFP Manual, a firm, and each of its affiliates, hired to provide services for the preparation or implementation of a project shall be disqualified from any subsequent procurement solicitation to provide goods, works, or services resulting from

or directly related to the firm's services for such preparation or implementation, unless an exception is made by the City Manager in writing.

## RFP SUBMISSIONS

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

While each submission will be considered objectively, the city assumes no obligation to accept to take action on any submission. The City assumes no liability for any costs incurred in preparing or submitting any submission. Responses to this RFP **must** be submitted through the City's Bonfire portal at <https://cincinnati.oh.bonfirehub.com/>. **Responses submitted by hard copy, mail, or e-mail will not accepted.**

Important notes:

- Logging in and/or uploading your file(s) does not mean your response is submitted. Offerors must successfully upload all file(s) and **must** click the submit button before closing time.
- You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission. This will confirm that you have successfully submitted your response.
- If a requested file is mandatory, you will not be able to complete your submission until the requirement is met.
- Uploading large documents may take time, depending on the size of the file(s) and your internet connection speed.
- Please note the type (.doc, .pdf, etc.) and number of files (one only or multiple) allowed. The maximum file size for upload is 1,000 MB. Please do not embed any documents within your uploaded files as they will not be accessible or evaluated.

For technical questions or issues related to your submission, please contact Bonfire directly at [support@gobonfire.com](mailto:support@gobonfire.com) or 1 (800) 354-8010, ext. 2. The support team is available Monday-Friday, 8:00 a.m. – 8:00 p.m. ET. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>.

Submissions can be withdrawn at any time until the deadline date, at which time submissions will be considered firm and become the property of the City and will not be returned. Offeror must login to Bonfire to withdraw their submission through the system. If resubmitting, Offeror is responsible for submitting prior to the closing time and receiving a new email confirmation receipt. By responding to this RFP, Offerors waive any challenge to the City's decisions.

## PUBLIC RECORDS REQUIREMENTS

By submitting this response, Offeror acknowledges that the City is governed by the Ohio Public Records Laws. Notwithstanding any statement to the contrary, the City's handling of any confidentiality obligations is subject to the limitations of this paragraph. Offeror's submission may be subject to disclosure under the Ohio Public Records Laws. The City shall have no duty to defend the rights of Offeror or any of its agents or affiliates in any records requested to be disclosed. Confidential proprietary material must be clearly identified by the Offeror as "trade secret" and easily separable from the rest of the submission. The Offeror recognizes and agrees that the City is not responsible or liable in any way for any losses that the Offeror may suffer from the disclosure of information or materials to third parties.

Upon receipt of a public records request for which any document clearly marked by Offeror as "Trade Secret" is responsive, the City will notify Offeror of its intent to release records to the requestor. Offeror shall have a maximum of five (5) business days beginning with the date it receives notification to respond to the City by either accommodating the requestor or pursuing legal remedies to stop the City's release of requested information. Said notification shall relieve the City of any further obligation under any claim of Offeror or any of its agents or affiliates in any jurisdiction in connection with the disclosure of such records. Offeror and its agents and affiliates shall have the right to pursue legal and/or equitable remedies to stop or limit disclosure at their sole expense.

## **SELECTION PROCESS**

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

The City's Selection Committee will review and evaluate all properly submitted proposals that are received on or before the deadline. The Selection Committee will submit its finding to the Chief Procurement Officer as to which proposal(s) is/are "Most Advantageous" to the City taking into consideration price and evaluation factors set forth below. The Chief Procurement Officer will review the Selection Committee's findings and will then submit a recommendation to the City Manager who will make the award for the City pursuant to CMC Section 321-65.

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 submission.

## **PROCESS FOR ENTERING INTO AGREEMENT**

The Offeror(s) whose submission(s) is/are found to be the "Most Advantageous" to the City of Cincinnati will be offered the opportunity to negotiate with the intent 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(s) whose submission(s) is/are found to be the "Most Advantageous" to the City.

Offerors should be prepared to begin contract negotiations upon submitting. 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 described in this RFP. The City reserves the right to reject any and all responses in total or by components.

The City reserves the right to make one total award, one award for each section, multiple awards, or a combination of awards, and to exercise its judgment concerning the selection of one or more submissions, the terms of any resultant agreement(s), and the determination of which, if any, submission(s) is/are Most Advantageous to the City, as a result of this RFP process.

## **ADDITIONAL INFORMATION**

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

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

The City publishes information on the City of Cincinnati Internet web site at [www.cincinnati-oh.gov](http://www.cincinnati-oh.gov), which includes the Cincinnati Municipal Code.

## **CONTRACTOR REGISTRATION**

The Offeror awarded the contract shall be a registrant under Vendor Self Service (VSS) at time of award. Go to <https://vss.cincinnati-oh.gov/vssprod/Advantage4> to register.

## **EQUAL EMPLOYMENT OPPORTUNITY**

The Contractor shall be subject to the provisions of the City of Cincinnati Municipal Code Chapter 325, regarding Equal Employment Opportunity (EEO). The EEO Program requires the Contractor awarded the contract to complete and submit a DEI 147 form. The DEI 147 form is designed to provide an evaluation of the Contractor's policies and practices relating to the extension of equal employment opportunity to all persons without regard to

race, religion, color, sex, sexual orientation, gender identification, national or ethnic origin, age, handicap, or Vietnam military service.

Failure to comply with the City's request for submission of the DEI 147 form within ten (10) days of the date of the request will be sufficient cause to reject the proposal due to the Contractor being nonresponsive.

#### **AMERICANS WITH DISABILITIES ACT**

The City of Cincinnati is committed to supporting the Americans with Disabilities Act. Please contact the City's Office of Aging and Accessibility if you require any special accommodation.

#### **CONTRACTOR'S COVENANT OF NON-DISCRIMINATION**

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

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

#### **ADMINISTRATIVE FEES**

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

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

#### **TAXPAYER IN GOOD STANDING**

Vendors awarded a contract should be a Taxpayer in Good Standing with the City of Cincinnati. To verify your firm's standing and receive a verification letter, contact the city's Income Tax Division. The Taxpayer in Good Standing Request form can be found at <https://docs.cincinnati-oh.gov/form/coc/TaxpayerGoodStanding>. Please allow three (3) business days for processing after receipt of your request.

## Section II – Content and Form of Submissions

Offerors should submit proposals which clearly and completely describe the Offeror's plan to provide facility rental and event management services for the Parks Managed Facilities, including marketing, reservation services, payment collection, and all other activity necessary to achieve Parks goals and objectives.

The proposal must be signed by a person who has legal authority to contractually bind the Offeror.

The proposal shall include, but is not limited to, the following, which must be presented in the following order, and is not to exceed fifty (50) pages.

1. **Contact Information:** Offeror's current name, former names (if applicable), business address, telephone number, e-mail address, and primary contact, including the business resumes of all senior officers, partners, and for the management personnel who will be assigned to this contract.
2. **Summary of Proposal Submission:** Description of the Offeror's overall organization, including:
  - General background on the Offeror and its organizational structure.
  - The Offeror's philosophy and approach to providing first class facility rental and event management services.
  - The executive leadership of Offeror.
3. **Experience:** Provide at least three (3) references of other similar facility rental and event management services contracts which your organization has held. Include name, phone number, and email address for each reference.
4. **Operations Plan:** to include, but not be limited to:
  - a. **Narrative Overview:** Include a detailed narrative to describe, in simple terms, the Offeror's operational plan to include:
    - i. Working with clients to reserve and plan their event.
    - ii. Manage the set-up, execution, and clean-up of the event.
  - b. **Reservation and Scheduling Plan:** Provide a detailed description of the method of communicating and coordinating scheduled events with Parks staff. Please include a plan for managing cancellations and defaults by Clients and subcontractors.
  - c. **Fee-Based Services Plan:** Provide a plan for providing event components such as catering; rentals of tents, tables, chairs, linens, glassware; decorating; entertainment; limousine services; valet parking, and other services as requested by Clients.
  - d. **Timeline Example:** Provide detailed timeline of a typical corporate event or wedding, from reservation to final invoice.
  - e. **Subcontracting Plan:** Provide detailed plan for working with subcontractors, to include caterers, cleaning personnel, DJs, etc. If your firm has a list of preferred subcontractors, submit that list along with your proposal and include contact information for all subcontractor firms. Include process for vetting subcontractors for all required state and local licenses and certifications (e.g. ServSafe, Health Department inspections).
  - f. **Cleaning and Sanitation:** Provide a detailed plan for cleaning Managed Facility after an event.
5. **Business and Marketing Plan:** to include, but not be limited to:
  - a. **Narrative Overview:** Include a detailed narrative to describe in simple terms the Offeror's approach

to the Business and Marketing Plan for the facilities rental and event management services to maximize rentals and drive revenue to support Parks' operations.

**b. Advertising and Marketing:** Method of advertising and marketing facilities.

**c. Marketing Samples:** Provide samples of marketing materials (print, electronic, website link, etc.)

**6. Financial Proposal:**

**a. Fee Structure:** Provide proposal for fee structure revenue sharing plan in a clear manner that maximizes rentals while driving revenue to support Parks operations. The proposed fee structure and revenue sharing plan should provide a clear plan to include AT MINIMUM the following components:

- i. Payment schedules
- ii. Invoice procedures
- iii. Method for payment of all charges from client to Parks
- iv. Method for payment of all subcontractors and third parties
- v. Preferred method of payment to Offeror

**b. Payment Process:** Provide proposal for the payment process for all Client payments from initial Client reservation to final invoice.

**7. Offeror's Financial Information:** Provide a copy of the Offeror's audited or reviewed annual financial statements, the notes to the financial statements, and the related audit or review report for each of the last three fiscal years, including:

- a. Corporate/partnership federal income tax return for the last completed fiscal year.
- b. Credit report (i.e. Dun & Bradstreet report).
- c. Credit history letter(s) from financial institution(s).
- d. Most recent quarterly financial statement.
- e. List of any significant litigation in the last five years in which the Offeror was a defendant, include a statement about the nature of each lawsuit and its outcome.

**8. Accounting System:** Each proposal must include a description of the Offeror's accounting system. The Offeror must submit sample records illustrating the capabilities of the Offeror's accounting system, including sample reports.

**9. Inclusion Plan:** Description of commitment to the Small Business Enterprise Program and Minority and Women Business Enterprise Program based on portions of work to be performed by City certified firms. The successful Offeror may choose to subcontract portions of the services to be performed. In this section, The Offeror must outline its approach to identifying, subcontracting, or procuring services or goods from firms certified by the City of Cincinnati's Department of Economic Inclusion as Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs), or Small Business Enterprises (SBEs). The following points must be addressed:

- a. **Commitment to City-Certified Firms:** Provide a narrative description of your commitment to maximizing participation from City of Cincinnati certified SBE, MBE, and WBE firms in your operations.
- b. **Inclusion Goals:** Clearly describe your experience with meeting or exceeding the City's mandatory MBE/WBE inclusion goal as well as your experience with similar inclusion programs from other organizations.
- c. **Certifications from Other Agencies:** Include a narrative and/or proof of certification for the Offeror and any identified subcontractors as an SBE, MBE, WBE, veteran-owned business enterprise, or

disadvantaged business enterprise by any recognized certifying agency. While the City of Cincinnati certification is required for meeting the City's inclusion goals and completing the City's inclusion packets, certifications from other recognized agencies may still be considered in the evaluation process.

- d. Ownership and Workforce Diversity: Provide a narrative detailing the diversity of the ownership and/or workforce of your company and any identified subcontractors.
- e. City-Certified Firms for Inclusion Goals: When completing the MBE/WBE Inclusion Packets, only firms certified by the City of Cincinnati should be identified to meet the City's inclusion goals. MBE and WBE participation is mandatory.

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

**11. ALL REQUIRED FORMS AS LISTED IN SECTION III OF THIS RFP (REQUIRED AND MISCELLANEOUS FORMS).**

## SECTION III – REQUIRED FORMS

**Failure to submit all required forms may result in your submission being deemed non-responsive and not scored.**

- **ATTACHMENT 1 – Offeror Corporate and Contact Information**
  - **REQUIRED WITH SUBMISSION**
- **ATTACHMENT 2 – Affidavit of Accuracy and Signature Page**
  - **REQUIRED WITH SUBMISSION**
- **ATTACHMENT 3 – Subcontracting Outreach Program**
  - **REQUIRED WITH SUBMISSION**
  - The “MBE/WBE Inclusion Packet” which includes the applicable forms to be completed and included with the proposal is available at the following webpage: <https://www.cincinnati-oh.gov/inclusion/forms/bid-proposal-forms/>. When on the aforementioned webpage, please click on the weblink called “MBE/WBE Inclusion Packet” to download and access the appropriate forms.
  - For the purposes of completing this form, Offerors should use \$400,000.00 as the estimated value of the contract.
- **ATTACHMENT 4 – Equal Employment Opportunity (EEO) Form (DEI147)**
  - **INFORMATIONAL USE ONLY.**
  - The successful Offeror will be required to complete this form before contract execution.
  - A copy of the form is available at the following webpage: <https://www.cincinnati-oh.gov/inclusion/forms/equal-employment-opportunity-forms/>.
- **ATTACHMENT 6 – Living Wage Affidavit**
  - **INFORMATIONAL USE ONLY**
  - The successful Offeror may be required to complete this Affidavit at contract execution.
  - A copy of the form is available at the following webpage: <https://www.cincinnati-oh.gov/inclusion/forms/living-wage-forms/>
- **ATTACHMENT 5 – Exhibit A**
  - **INFORMATIONAL USE ONLY**
  - Current fee structure.

**SECTION IV TO RFP 255X901089  
CONTRACT TERMS AND CONDITIONS**

**SCOPE OF SERVICES**

Contractor shall, in a satisfactory and proper manner as determined by the City Manager of the City, perform all the necessary services under this Agreement in connection with the purpose of the project as outlined by the <Department Name> in its Request for Proposals. Contractor shall perform the services as outlined in Exhibit A attached hereto and made a part hereof. Contractor warrants that the Services shall be performed in a good, timely, and professional manner by qualified staff and in accordance with generally accepted professional practices. The Contractor further warrants that the design and recommended solution are workable and capable of meeting the objective and purpose of the project as described in this Agreement.

**METHOD OF PAYMENT**

- A. Method of Payment.** Any payments from the City specified in this Agreement, including any periodic installment payments, will be contingent upon performance of contractual obligations to date and the submission by Contractor of an original, detailed invoice on company letterhead specifying that the required services have been performed, accompanied by receipts, invoices, reports, statements, or any other supporting information as required by the City to document entitlement to payment. Failure to satisfactorily meet any one of the Agreement obligations by Contractor may result in the City not approving periodic payments to Contractor and/or filing liens as may be necessary against Contractor's assets or future assets until Contractor satisfactorily fulfills its obligations under the Agreement or satisfactorily reimburses the City for any prior payments.
- B. Prompt Payment System.** This Agreement is subject to, and Contractor shall comply with, the provisions of Chapter 319 of the Cincinnati Municipal Code that provide for a Prompt Payment System.

**SUBCONTRACTS, SUCCESSORS, AND ASSIGNS**

- A. Subcontracts.** Contractor agrees that none of the work or services covered by this Agreement, except as otherwise expressly authorized herein, shall be subcontracted without the prior written approval of the City. Forms to request approval for the use of subcontractors are available for download at: <https://www.cincinnati-oh.gov/inclusion/forms/subcontractor-utilization-forms-for-post-award-use/> and must be submitted and approved before subcontractors are authorized to begin work. The City has no obligation to pay Contractor for any work or services performed by a subcontractor prior to the City's written approval of that subcontractor. In the event Contractor employs a subcontractor without first securing the required approval of the subcontractor by the City, the City shall have the right to stop payment to Contractor or to withhold any monies due Contractor until the subcontractor is approved. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.
- B. Use of Debarred Subcontractors Prohibited.** The City maintains a list of Vendors Debarred from Contracting or Subcontracting with the City, which may be accessed at: <http://www.cincinnati-oh.gov/purchasing> or may be furnished in other form upon request. The City will not contract with any firm or person on the list. It is Contractor's responsibility to verify that each subcontractor it proposes to use is an eligible firm or person. The City will not approve a subcontractor whose name appears on the list. The City shall neither accept nor be liable for any increase in costs, or other expenses, delay, loss, or

subsequent ineligibility to contract with the City incurred by a contractor as a result of the City rejecting any proposed person, firm, partner, principal, affiliate, subcontractor or supplier that is debarred or suspended after the submission of a bid, proposal, or other communication leading to a contract, but before the approval or award of the contract.

- C. Assignment.** Contractor shall not assign or transfer Contractor's interest in this Agreement without the prior written consent of the City.

## COMPLIANCE WITH LAWS, REGULATIONS, AND PROGRAMS

**A. Generally.** Contractor, in the performance of services under this Agreement, shall comply with all applicable statutes, ordinances, regulations, and rules of the federal government, the State of Ohio, the County of Hamilton, and the City of Cincinnati, including COVID-19 policies currently in effect and as amended from time-to-time during the initial term and any renewal terms of this Agreement.

**B. Equal Employment Opportunity Program.** This Agreement is subject to, and Contractor shall comply with, the City's Equal Employment Opportunity Program contained in Chapter 325 of the Cincinnati Municipal Code. Said chapter is hereby incorporated by reference into this Agreement.

### C. Minority and Women Business Enterprise Programs

1. This Agreement is subject to, and Contractor shall comply with, the provisions of the Minority and Women Business Enterprise Program contained in Chapter 324 of the Cincinnati Municipal Code. Section 324-99 of the Cincinnati Municipal Code is hereby incorporated into this Agreement.
2. Details concerning this program can be obtained from the Department of Economic Inclusion, Two Centennial Plaza, 805 Central Avenue, Suite 610, Cincinnati, Ohio 45202, (513) 352-3144.
3. This Agreement is subject to mandatory participation goals for Minority Business Enterprises (MBEs) and for Women Business Enterprises (WBEs), which Contractor shall meet by subcontracting <DEI-Determined MBE % Proposed by Contractor> of the total contract amount to MBEs certified by the City who will be performing a commercially useful function under this Agreement (the "MBE goal") and <DEI-Determined WBE % Proposed by Contractor> of the total contract amount to WBEs certified by the City who will be performing a commercially useful function under this Agreement (the "WBE goal"), as specifically set forth in the Form 2003 submitted with the proposal and approved by the Department of Economic Inclusion. A copy of the Form 2003 is attached hereto as Exhibit C. The MBE goal and the WBE goal (collectively, the "contract participation goals") established herein apply to the initial contract amount, to any alternates, and to all subsequent amendments, supplements, extra work orders, change orders or other modifications that, either individually or in the aggregate, increase the dollar value of the contract by 10% or more.
4. A list of certified firms may be obtained from searching the City's Certified Directory, a link to which is included on the Department of Economic Inclusion's webpage (<https://www.cincinnati-oh.gov/inclusion/>). Contractor may refer firms interested in consideration for certification eligibility to the on-line application at: <https://cincinnati.diversitycompliance.com/FrontEnd/StartCertification.asp?TN=cincinnati&XID=7672>).
5. If Contractor is unable to meet the established contract participation goals for this Agreement through the use of the MBEs and WBEs specified in the Form 2003 submitted with its response to the Request for Proposals, Contractor must seek a qualified and certified substitute MBE and/or WBE to fulfill those contract participation goals.
6. The City, through the Director of Economic Inclusion, must approve in advance and in writing any

MBE or WBE substitution. If, after making good faith efforts as defined by the rules and regulations for Chapter 324 of the Cincinnati Municipal Code, Contractor is unable to find one or more qualified and certified substitutes capable of performing work under this Agreement, Contractor must request a post-award waiver or reduction of the contract participation goals for this Agreement as provided in section 324-23 of the Cincinnati Municipal Code.

7. The failure to comply with the contract participation goals is a material breach of this Agreement unless a request for a post-award waiver or reduction of the contract participation goals has been submitted by Contractor and approved by the Director of Economic Inclusion.
8. A business that is certified both as an MBE and as a WBE may be counted either toward the MBE goal or toward the WBE goal, but not toward both, and it may not be allocated partially toward each.
9. If Contractor hires or engages another party who then subcontracts work under this Agreement, Contractor agrees to include in its contract with such party a requirement that said party take the affirmative steps required by the Rules and Regulations adopted under Chapter 324 when advertising and awarding such subcontracts.

### C. Subcontracting Reporting

1. Prior to commencement of work or services under this Agreement, Contractor shall provide to the City, through the Department of Economic Inclusion, a subcontractor approval request (Form 2004) or professional services subcontractor approval form, as determined by the Department of Economic Inclusion, for each subcontractor Contractor proposes to utilize, providing information as to owners, dollar value of the contract or subcontract, and other information that may be deemed necessary by the City Manager. The form can be obtained from the Department of Economic Inclusion website at <https://www.cincinnati-oh.gov/inclusion/forms/subcontractor-utilization-forms-for-post-award-use/>.
2. If Contractor subcontracts any work under this Agreement as provided herein, Contractor shall report, not later than the 15<sup>th</sup> of each month, all payments made to subcontractors during the immediately preceding month through the City's online reporting site, generally referred to as VCCS, or any successor site or system the City uses for this purpose. Prior to utilizing any subcontractors, Contractor shall contact the Department of Economic Inclusion to obtain instructions, the proper internet link, login information, and password to access the site and set up the necessary reports.
3. Contractor periodically must document its best efforts and affirmative steps to meet the contract participation goals set forth in this Agreement, by providing notarized affidavits executed in a form acceptable to the City, submitted upon the written request of the City. The City may review records and documentation relevant to the affidavits. If affidavits are found to contain false statements, the City may prosecute Contractor pursuant to Section 2921.12 of the Ohio Revised Code.
4. If Contractor does not purchase supplies or enter into subcontracts for the performance of services or construction of improvements under the contract, the subcontracting reporting requirements of this section do not apply.

**D. Use of Nonfranchised Commercial Waste Haulers Prohibited.** The City requires that persons providing commercial waste collection services (as that term is defined under Cincinnati Municipal Code Chapter 730) within the City obtain a franchise, and the City maintains a list of franchised commercial waste haulers. If the services provided by Contractor include construction or demolition or the services are related to waste collection, Contractor is prohibited from using or hiring a nonfranchised commercial waste hauler to provide commercial waste collection services in connection with the performance of this Agreement, and Contractor is responsible for ensuring that any commercial waste collection services provided in connection with the performance of this Agreement are provided by a franchised commercial waste hauler. Questions related to the use of commercial waste franchisees can be directed to, and a list of current franchisees can be obtained from, the City's Office of Environment & Sustainability by calling

(513) 352-3200.

#### **E. Living Wage Provisions.**

1. This Agreement may subject to, and in such case, Contractor shall comply with, the Living Wage provisions found in Chapter 317 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 with the City shall pay a minimum wage to employees (as defined) of \$19.84 per hour for full-time employees (as defined), \$15.49 per hour for part-time employees (as defined) provided with health benefits (as defined) by their employer, or \$17.49 per hour for part-time (as defined) who are not provided health insurance (as defined) by their employer. Such rate shall be adjusted annually pursuant to the terms of the Municipal Code.
2. The requirements of this provision apply to Contractor as well as any subcontractors performing services under this Agreement. Language indicating the subcontractors' agreement to comply with this provision shall be included in the contracts between Contractor and its subcontractors. A copy of such subcontracts or other such agreements shall be submitted to the City.
3. Under the Living Wage provisions, the City shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies.

#### **F. Wage Enforcement.**

1. If Contractor is providing services valued in excess of \$25,000 and related to construction or real estate development, this Agreement is subject to the Wage Enforcement provisions of the Cincinnati Municipal Code. These provisions require that any person who has an agreement (as defined in section 326-2-A2 of the Cincinnati Municipal Code) with the City or with a contractor or subcontractor of a person who has an agreement with the City shall report all complaints or adverse determinations of Wage Theft and Payroll Fraud (as defined in Chapter 326 of the Cincinnati Municipal Code) against the person, contractor, or subcontractors to the Department of Economic Inclusion within 30 days of notification of the complaint or adverse determination.
2. Contractor is required to include provisions in solicitations and contracts regarding a development site that all employers, contractors or subcontractors performing or proposing to perform work on a development site provide an initial sworn and notarized "Affidavit Regarding Wage Theft and Payroll Fraud" on a form prescribed by the City Manager or the City Manager's designee and, within 30 days of an adverse determination or complaint of wage theft or payroll fraud, shall provide an "Amended Affidavit Regarding Wage Theft and Payroll Fraud" on a form prescribed by the City Manager or the City Manager's designee.
3. Contractor is required to authorize, and does hereby specifically authorize, any local, state or federal agency, court, administrative body, or other entity investigating a complaint of Wage Theft or Payroll Fraud against the person (collectively "investigative bodies") to release to the City's Department of Economic Inclusion any and all evidence, findings, complaints, and determinations associated with the allegations of Wage Theft or Payroll Fraud upon the request of the City and further authorizes such investigative bodies to keep the City advised regarding the status of the investigation and ultimate determination. If the investigative bodies require the person, contractor, or subcontractor to provide additional authorization on a prescribed form or in another manner, the person, contractor, or subcontractor shall be required to provide such additional authorization within 14 days of a request by the City.
4. Contractor shall include in its contracts with all subcontractors language that requires the subcontractors to provide the authorizations set forth in section 5.G.3. above and further requires each subcontractor to include in its contracts with other subcontractors those same obligations for each

subcontractor and each lower tier subcontractor.

5. Contractor shall post a conspicuous notice on the development site throughout the entire period work is being performed pursuant to this Agreement indicating that the work being performed is subject to Cincinnati Municipal Code Chapter 326, Wage Enforcement, as administered by the City of Cincinnati Department of Economic Inclusion. Such notice shall include contact information for the Department of Economic Inclusion as provided by the department.
6. Under the Wage Enforcement provisions of Chapter 326, the City shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies.

**G. OhioMeansJobs Cincinnati-Hamilton County (fka SuperJobs Center) Employment Postings Per Ordinance No. 238-2010.** If this Agreement includes the provision of construction services, this Agreement is subject to the OhioMeansJobs Cincinnati-Hamilton County (fka SuperJobs Center) Employment Postings requirement established in Ordinance 238-2010 as follows: To the extent allowable by law, Contractor shall use its best effort to post available employment opportunities within Contractor's organization or the organization of any subcontractor working with Contractor with the OhioMeansJobs Cincinnati-Hamilton County, 1916 Central Parkway, Cincinnati, Ohio 45202, through its Business Services Unit Manager at (513) 946-7200.]

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

Contractor certifies that neither Contractor nor Contractor's principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction covered by this Agreement. Contractor acknowledges and agrees that Contractor or Contractor's principals is/are presently debarred then Contractor shall not be entitled to compensation under this Agreement and that Contractor promptly shall 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.

#### **CONTRACTOR'S INSURANCE AND INDEMNIFICATION**

- A. Workers' Compensation.** Contractor shall secure and maintain such insurance as will protect Contractor from claims under the Workers' Compensation Laws.
- B. General Liability Insurance.** Contractor shall secure and maintain such general liability insurance as will protect Contractor from claims for bodily injury, death, or property damage which may arise from the performance of Contractor's services under this Agreement, with a combined single limit for bodily injury and property damage liability of a minimum of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate. The City shall be named as an additional insured and the policy shall contain a waiver of subrogation in favor of the City.
- C. Professional Liability/Errors and Omissions Insurance.** Contractor shall secure and maintain during the entire Agreement period professional liability or errors and omissions insurance, as applicable, with a combined single limit of a minimum of \$1,000,000.00 per occurrence and \$3,000,000.00 in the aggregate with a maximum deductible not to exceed \$25,000.00 for each occurrence. If Contractor's policy is a claims-made rather than an occurrence policy, Contractor shall ensure the policy includes coverage for Services rendered under this Agreement retroactive to the Effective Date of this Agreement, and Contractor shall maintain such coverage in full force and effect for a period of four years following the expiration or termination of this Agreement. The City shall be named as an additional insured and the policy shall contain a waiver of subrogation in favor of the City.

- D. Automobile and Umbrella Insurance.** Contractor shall secure and maintain during the entire Agreement period such automobile liability insurance as will protect Contractor from claims for bodily injury, death, or property damage which may arise from the operation of a motor vehicle in the performance of Contractor's services under this Agreement. The policy shall include individual coverage for bodily injury or death in an amount not less than \$100,000.00 per person and \$300,000.00 per accident and property damage liability of a minimum of \$100,000.00 per occurrence. In addition, Contractor shall secure and maintain during the entire Agreement period an umbrella liability insurance policy with a minimum of \$1,000,000.00 of coverage. The City shall be named as an additional insured on both policies, and each policy shall contain a waiver of subrogation in favor of the City.
- E. Proof of Coverage.** Contractor shall furnish the City with Certificates of Insurance or other verification satisfactory to the City certifying that the insurance policies and amounts required by this Agreement are in effect as required. Such certificates shall include a notice of cancellation clause that requires notification of cancellation to be sent to the City.
- F. Notice of Cancellation.** Contractor shall notify the City in writing at least 90 days prior to Contractor's cancellation of any insurance policy. Contractor shall notify the City in writing within five days of notice from the insurer of insurer's intent to cancel or not renew any policy required under this Agreement.
- G. Indemnification of the City.** Contractor shall indemnify, defend, and save the City and its officers, agents, and employees harmless from and against any and all losses, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character in connection with or arising directly or indirectly out of errors or omissions or negligent acts by Contractor including by Contractor's employees and agents in the performance of this Agreement.

## **TERMINATION; NON-PERFORMANCE**

- A. Termination by the City** The City may terminate this Agreement at any time for any reason upon seven days' written notice to Contractor. In the event of termination of this Agreement, Contractor shall be paid Contractor's compensation for services satisfactorily completed up to the termination date as determined in accordance with Exhibit B attached hereto.
- B. Termination for Non-Performance**
1. If through any cause, Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if Contractor shall violate any of the covenants or agreements of this Agreement, all finished or unfinished documents, data, studies, reports, and/or information prepared by Contractor under this Agreement shall, at the option of the City, become the City's property.
  2. In the event of termination due to the fault of Contractor, Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by Contractor, and the City may withhold any payments otherwise due but not yet paid to Contractor for the purpose of set-off until such time as the exact amount of damages due the City from Contractor is determined. The City reserves the right to use any other legal or financial remedies to recover all or part of the City's prior payments to Contractor if the damages sustained by City as a result of Contractor's default are greater than may be satisfied through setoff. The City also reserves the right in the event of non-performance of this Agreement to prohibit or limit any future contractual relationships with Contractor, either directly or indirectly.

- C. Alternatives to Termination.** In the event Contractor fails to fulfill the terms and conditions of this Agreement in a timely and diligent manner, the City reserves the right, at its sole option, as an alternative to termination of the Agreement, to reduce the services required herein of Contractor and to reduce the projected budget in a manner which reflects such a reduction, by giving notice of such in writing, stating the date such reduction will become effective.
- D. Termination Under Cincinnati Municipal Code Section 301-3.** Contractor specifically acknowledges that Section 301-3 of the Cincinnati Municipal Code requires the City to annually review the performance of the financial institutions holding City funds in connection with their compliance with the Community Reinvestment goals of the City. If Contractor is a financial institution, the failure of Contractor to be recommended for continued deposit of City funds by the Committee on Reinvestment will be cause for termination of this Agreement.

## OWNERSHIP OF PROPERTY

Contractor agrees that at the expiration or in the event of any termination of this Agreement that any memoranda, maps, drawings, working papers, reports, data, and other similar records or documents created, collected, or produced in connection with this Agreement shall become the property of the City, and Contractor shall promptly deliver such items to the City. Contractor promptly shall provide to City, in a format readable by software not proprietary to Contractor, all computer data and information Contractor created, collected, or organized while performing the services. Contractor may retain copies for its records.

## CONFLICT OF INTEREST

- A. Disclosure.** Contractor hereby covenants that it has disclosed any information that it possesses about any business relationship or financial interest that said Contractor has with a City employee, a business owned by such an employee, or any business relationship or financial interest that a City employee has with Contractor or in Contractor's business.
- B. Employee or Agent of City.** Contractor agrees that no officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the services under this Agreement, nor any immediate family member or close business associate of such officer, employee, or agent of the City, or any organization which is about to employ any such person, shall have any personal financial interest, direct or indirect, in Contractor or in this Agreement, and Contractor shall take appropriate steps to assure compliance with this provision.
- C. Subcontractors.** Contractor agrees that it will not contract with any subcontractor in which it has any personal financial interest, direct or indirect. Contractor further covenants that neither it nor any of its contractors or subcontractors shall employ any person in the performance of this Agreement in violation of this Section.

## INDEPENDENT CONTRACTOR

Contractor shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of the City. Contractor shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder and all persons performing the same and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any. Nothing herein shall be construed as creating a partnership or joint venture between the City and

Contractor. No person performing any of the work or services described hereunder shall be considered an officer, agent, servant, or employee of the City, nor shall any such person be entitled to any benefits available or granted to employees of the City.

## **CONFIDENTIALITY**

Contractor, its agents, and its employees will keep and retain any and all information and records received from the City or generated under this Agreement in 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 through the City Manager or the City Manager's designee. Contractor warrants that it has and will continue to have safeguards in place to assure that Contractor, its agents, and its employees keep such information and records confidential. Contractor immediately shall notify the City if Contractor receives any request for records that may be governed by Ohio Revised Code § 149.43 and related sections of the Ohio Revised Code.

The parties acknowledge that City is governed by the Ohio Public Records Laws. Records (as defined by Ohio Revised Code §§ 149.011 and 149.43) related to this Agreement may be subject to disclosure under the Ohio Public Records Laws. The City shall have no duty to defend the rights of Contractor or any of its agents or affiliates in any records requested to be disclosed. Upon receipt of a public records request for which any document clearly marked by Contractor as "Trade Secret" is responsive, the City will notify Contractor in accordance with the "Notices" section of this Agreement of its intent to release records to the requestor. Contractor shall have a maximum of five (5) business days beginning with the date it receives notification to respond to the City by either agreeing to the release of the record to the requestor without removing or redacting the language or document marked as "Trade Secret" or pursuing legal remedies to stop the City's release of requested information. Said notification shall relieve the City of any further obligation under any claim of Contractor or any of its agents or affiliates in any jurisdiction in connection with the disclosure of such records. Contractor and its agents and affiliates shall have the right to pursue legal and/or equitable remedies to stop or limit disclosure at their sole expense. The failure of Contractor to make a response within 5 days of receiving notice shall be deemed an agreement for release of records without redaction or removal of items marked "Trade Secret."

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

Contractor, at such time and in such form as the City may require, shall furnish the City such reports as may be requested pertaining to the 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. Contractor shall retain all financial and administrative records for a minimum of three years following completion of the Agreement and shall permit the City or any of its representatives or auditors access to such records at no cost to the City.

## **PROPRIETARY MATERIALS**

- A. The City acknowledges that, in the course of performing services, Contractor may use products, materials, or proprietary methodologies. The City agrees that it shall have or obtained no rights in such proprietary products, materials, and methodologies created or developed by Contractor prior to the Effective Date of this Agreement or created or developed by Contractor after the Effective Date of this Agreement for the provision of services to its clients generally, except pursuant to a separate written agreement executed by the parties. For the avoidance of doubt, any products, materials, or methodologies created or developed by Contractor for the purpose of performing Services under this Agreement and for which Contractor invoices City for such creation or development shall become the sole and exclusive property of City upon payment of that invoice, and Contractor shall take all necessary action to transfer ownership to City.

B. Contractor acknowledges that, in the course of performing services for the City, the materials and information obtained, used, and/or produced for the City are the exclusive properties of the City and may not be disseminated in any manner without prior written approval of the City.

**NOTICES**

All notices required under this Agreement shall be personally served or sent by email or by U.S. mail, postage prepaid, unless another method of delivery is specified herein, and addressed to the parties as follows:

To the City:

<Department>

<Street \_\_\_\_\_ Address>

Cincinnati, Ohio 45202

ATTN: <Name, Title>

<Email Address>

To Contractor:

<Contractor Name>

<Street Address>

<City, State Zip Code>

ATTN: <Name, Title>

<Email Address>

**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**

This Agreement is entered into and is to be performed in the State of Ohio. The City and Contractor agree 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 without regard to choice of law and conflicts of law principles.

**FORUM SELECTION**

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 Contractor to the City in connection therewith.

**AMENDMENT**

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

**ENTIRETY**

This Agreement and the Exhibits attached hereto contain the entire contract 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, so if any part or parts of this Agreement shall for any reason be held invalid or unenforceable by a court of competent jurisdiction, all remaining parts shall remain binding and in full force and effect.

***NOTE:** Exhibit A, Scope of Services, and Exhibit B, Compensation, will be drafted based on the RFP requirements, the proposal, and any subsequent negotiations.*

# ATTACHMENT 1 TO RFP

## OFFEROR CORPORATE AND CONTACT INFORMATION

The Offeror shall use this document **ONLY** and not substitute another format.

Submittals for this RFP are accepted from single legal entities (e.g., corporation, partnership, sole proprietorship, limited liability company, limited liability partnership). The Offeror's legal entity type, as identified in Attachment 1, **must be in effect at the time of submittal** (as documented in the Affidavit of Accuracy & Signature Page and accompanying documentation of signatory authorization) **and shall be evident if awarded a contract from this competition.**

**Instructions:** Provide the following information about the Offeror to this RFP.

Date: \_\_\_\_\_  
(month, day and year)

LEGAL NAME OF  
OFFEROR

\_\_\_\_\_

**Offeror's City of Cincinnati SBE/MBE/WBE Certification Status** (mark all applicable categories with an X):

- (     )   City of Cincinnati SBE           (     )   City of Cincinnati MBE           (     )   City of Cincinnati WBE
- (     )   City of Cincinnati ELBE           (     )   City of Cincinnati SLBE

**Offeror's Corporate Office** Business Address and Telephone Number

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Offeror's Local Office** Business Address and Telephone Number

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Offeror's contact person** who can respond authoritatively to any questions about this submittal:

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Tel.: \_\_\_\_\_

Email: \_\_\_\_\_

Mailing Address: (if different than above) \_\_\_\_\_

**Type of organization** (mark with an X):

- ( ) Corporation            ( ) Sole Proprietor            ( ) Limited Liability Company
- ( ) Limited Liability Partnership            ( ) Other (Specify): \_\_\_\_\_

**1. Organization**

- A. How many years has Offeror been in business performing the work as described in this RFP?
- B. How many years has Offeror been in business under its present business name?
- C. Under what other or former names has Offeror operated?
- D. If Offeror is a corporation, please indicate:

Date of incorporation: \_\_\_\_\_

State of incorporation: \_\_\_\_\_

President's name: \_\_\_\_\_

Vice-President's name(s): \_\_\_\_\_

Secretary's name: \_\_\_\_\_

Treasurer's name: \_\_\_\_\_

- E. If Offeror is a partnership, please indicate:

Date of organization: \_\_\_\_\_

Type of partnership (if applicable): \_\_\_\_\_

Name(s) of general partners: \_\_\_\_\_

\_\_\_\_\_

F. If Offeror is a sole proprietorship, please indicate:

Date of organization: \_\_\_\_\_

Name of owner: \_\_\_\_\_

G. If Offeror is a limited liability company, please indicate:

Date of organization: \_\_\_\_\_

Name(s) of managing members: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

H. If the form of Offeror is other than those listed above, describe it and name the principals:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I. Is the Offeror related to another entity as a parent, subsidiary or affiliate?

*(Please indicate answer with an "X")*

Yes ( ) No ( )

If yes, give names and addresses of all affiliated parent and/or subsidiary companies. Indicate which companies are subsidiaries.

J. List the type of work the Offeror customarily performs with its own workforce.

K. List the type of work customarily subcontracted to others.

L. List of geographic area(s) in which the Offeror does business.

**2. Judgments**

A. Has the Offeror or any officer, director or owner thereof had any judgments entered against it/him/her within the past ten (10) years for breach of contracts for governmental or non-governmental work?

Yes ( ) No ( )

B. If yes, provide details on any such judgment.

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**3. Contract Compliance**

A. Has Offeror been found to be in substantial noncompliance with the terms and conditions of any prior contract(s) with the City of Cincinnati?

Yes ( ) No ( )

B. If yes, provide details on any such instance.

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C. Only answer the following question if Offeror has not contracted with the City in the past five (5) years.

Has Offeror been found to be in substantial noncompliance with the terms and conditions of prior contracts with another public body?

Yes ( ) No ( )

D. If yes, provide details on any such instance.

**4. Convictions**

A. Has the Offeror or any officer, director or owner thereof been convicted within the past ten (10) years of a crime related to governmental or non-governmental construction or contracting?

Yes ( ) No ( )

B. If yes, provide details on any such conviction.

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**5. Debarment**

A. Is the Offeror or any officer, director or owner thereof currently debarred pursuant to an established debarment procedure from bidding or contracting by any public body, agency of another state or agency of the federal government?

Yes ( ) No ( )

B. If yes, provide details.

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**6. Contract Execution History**

A. Has the Offeror ever failed to enter into a contract in the past ten (10) years when the Offeror was the selected applicant?

Yes ( ) No ( )

B. If yes, give complete circumstances for each occurrence on a separate sheet(s) of paper.

**ATTACHMENT 2 TO RFP**

**AFFIDAVIT OF ACCURACY & SIGNATURE PAGE**

The undersigned swears or affirms under the penalty of perjury that the Offeror, its agents, servants and/or employees, to the best of his/her knowledge and belief, have not in any way colluded with anyone for and on behalf of the Offeror to gain an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Offeror, or themselves, to gain any favoritism in the award of any contract resulting from this REQUEST FOR PROPOSALS ("RFP").

The undersigned further swears or affirms, to the best of his or her knowledge and belief, that the information contained in the submittal to this RFP ("Submittal"), all attachments, exhibits and forms, is true and complete, and that the Offeror has not omitted any fact necessary to make the information contained in the submittal to this RFP not misleading.

The Offeror's submittal shall constitute a representation on its part that the Offeror (a) has reviewed and thoroughly understands the scope of work, terms and conditions set forth in this RFP and draft agreement; (b) has made due inquiry to the City as to the existence of any addenda issued in connection with this RFP; (c) is satisfied that it has received any and all such addenda and has taken the contents thereof into consideration when preparing and submitting the Submittal; (d) understands all addenda will be issued via the City website and (d) accepts full and complete responsibility for the receipt of any and all such addenda and waives any claim of mistake or error in this Submittal based upon its failure, in fact, to have received any one or more addenda. The Offeror's failure to receive any addenda shall in no event relieve the Offeror from any responsibility for incorporating the provisions of the addenda into its Submittal. Addenda, upon issuance by City, shall be deemed to have become a part of this RFP to the same extent as if set forth fully therein.

\_\_\_\_\_  
Full, Legal Name of Offeror

\_\_\_\_\_  
Name of Authorized Representative<sup>1</sup>

\_\_\_\_\_  
Title of Authorized Representative<sup>1</sup>

\_\_\_\_\_  
Signature of Authorized Representative<sup>1</sup>

\_\_\_\_\_  
Date

State of: \_\_\_\_\_

County of: \_\_\_\_\_

Sworn to and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 2026 by

\_\_\_\_\_.

My commission expires: \_\_\_\_\_

Notary Public

<sup>1</sup>Offeror **must** attach documentation of signatory authorization appropriate to the Offeror's legal entity type, as identified in Attachment 1. Such documentation includes: corporate resolution (for corporations); operating agreement indicating authorized signatory(ies) (for LLCs); partnership agreement setting out who can act for the partnership (for partnerships).

**Exhibit A - Current Fee Schedule & 2024 Calendar Year Numbers**

Location	Address	Maximum Capacity	2025 Rental Fee Schedule*	2024 Rentals	2024 Gross Venue Rental Fees	2024 Gross Vendor Fees - Catering & Equipment	2024 Net Revenue - Alcohol Sales
Alms Pavilion	710 Tusculum Ave, 45226	120	Weekday - \$1,200	14	\$16,600	\$10,326	\$10,852
			Weekend - \$1,600				
Ault Pavilion	5090 Observatory Ave, 45208	600	Weekday - \$1,400	43	\$118,600	\$115,038	\$132,107
			Weekend - \$2,800 - \$3,200				
French House	3012 Section Road, 45237	450	Weekday - \$1,400	41	\$119,600	\$153,705	\$162,624
			Weekend - \$2,800 - \$3,200				
International Friendship Pavilion**	1135 Riverside Dr, 45202	120	Weekday - \$1,200	2	\$2,800	\$946	\$563
			Weekend - \$1,400				
Gibson House	425 Oak St, 45219	150	Weekday - \$800	1	\$1,500	\$952	\$368
			Weekend - \$1,500				
Krohn Conservatory	1501 Eden Park Dr, 45202	150	Weekday - \$2,000	2	\$4,000	\$1,817	\$1,429
			Weekend - \$2,900				
Maple Ridge Lodge	3040 Westwood Northern Blvd, 45211	200	Weekday - \$850	28	\$28,800	\$236	\$3,119
			Weekend - \$1,050				
Mt. Echo Pavilion***	251 Mt. Echo Park Dr, 45205	150	Weekday - \$1,200	3	\$3,800	\$3,860	\$5,604
			Weekend - \$1,400				
Oak Ridge Lodge	5083 Colerain Rd, 45223	125	Weekday - \$780	13	\$12,740	\$428	\$968
			Weekend - \$980				
<b>Total</b>				<b>147</b>	<b>\$308,440</b>	<b>\$287,308</b>	<b>\$317,634</b>

\* Rental Fees can be updated in consultation with the winning Partner

\*\* International Friendship Pavilion had an AC issue that limited summer bookings. It has been repaired

\*\*\* Mt. Echo Pavilion had a maintenance issue that limited bookings. It has been repaired.