



**CITY OF CINCINNATI
REQUEST FOR PROPOSAL**

**HAND UP INITIATIVE –
A Plan to Combat Poverty and Joblessness in Cincinnati**

DEPARTMENT OF TRADE AND DEVELOPMENT

DUE DATE: March 6, 2015

RFP NUMBER: RFP414DTDHANDUPINIT

ACCEPTANCE PLACE: Michael Cervay
City Purchasing Agent/Finance Manager
Purchasing Division
805 Central Avenue, Suite 234
Cincinnati, Ohio 45202-1947

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

T. Daniel Kalubi, Development Analyst
Department of Trade and Development
Two Centennial Plaza
805 Central Avenue, Suite 700
Cincinnati, OH 45202
Email: T.Daniel.Kalubi@cincinnati-oh.gov

Issue Date: February 13, 2015

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 PROPOSALS
FROM THE CITY OF CINCINNATI
DEPARTMENT OF TRADE AND DEVELOPMENT
HAND UP INITIATIVE: A Plan to Combat Poverty and Joblessness in Cincinnati

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I. REQUEST

INTRODUCTION

The City of Cincinnati, Ohio, (hereinafter referred as "City") is issuing this Request for Proposal (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 Offerors shall provide job readiness, job training, and job placement and coordinate transportation services for the Hand Up Initiative – A Plan to Combat Poverty and Joblessness in Cincinnati.

GENERAL BACKGROUND AND INFORMATION

The City of Cincinnati is a political subdivision of the State of Ohio. Current Information - It is governed with the powers of home rule. Chapter 321 of the Cincinnati Municipal Code primary governs City procurement.

BACKGROUND, OVERVIEW, GOALS

Cincinnati City Council has adopted legislation supporting Mayor John Cranley's Hand Up Initiative – A Plan to Combat Poverty and Joblessness in Cincinnati. See City Council Budget Motion dated June 2 (Item #201400697) and City Council Ordinance dated October 29 (Ordinance #0300-2014).

The Hand Up Initiative will utilize Community Development Block Grant (CDBG) dollars from the US Department of Housing and Urban Development (HUD). Contract awards are contingent on 2015 HUD funding awards. The City will provide ongoing technical assistance to guide agencies through the applicable HUD regulations and reporting requirements.

SCOPE OF SERVICES

The Department of Trade and Development seeks job readiness, job training, job placement, transitional jobs, and supportive services, including transportation services, as outlined below.

A. TARGET POPULATION:

The Contractor(s) shall target City of Cincinnati residents that are: unemployed or underemployed; age 18 years and over; and earn up to 80% of the area median income. This is HUD's definition of low to moderate income residents. The 2015 income limits are not yet available; however, the 2014 income limits are included below:

# in Household	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person
Maximum Income	38,400	43,850	43,850	54,800	59,200	63,600

All participants must be drug and alcohol free, meet attendance and participation requirements, and reach goals established for each specific program. Preference will be given to programs which include participants with prior criminal records.

Offerors must ensure that funding is used to provide services to new participants in their programs; they may not be current program participants. The funding provided through the Hand Up Initiative cannot replace any existing funds to Offeror agencies. The number of City residents currently receiving Offeror services shall not decline.

B. TARGET AREAS:

The Hand Up Initiative is funded with Community Development Block Grant (CDBG) dollars and services must be targeted to residents in specific areas approved by HUD through prior revitalization plans. The map included as Attachment A outlines the Hand Up Target Areas. All or portions of these neighborhoods are included:

- Avondale
- Clifton Heights, University Heights, Fairview (CUF)
- College Hill
- Corryville
- Evanston
- Madisonville
- Over-the-Rhine
- Walnut Hills
- West End
- Queensgate

Two additional areas – Lower Price Hill and, South Cumminsville/Millvale - may be added pending applications and approvals by HUD. The City will provide exact addresses that are included in the Hand Up Target Areas as a contract exhibit.

C. SERVICES PROVIDED:

The Offeror(s) shall provide one or more of the following services:

- **Job Readiness Services**, providing the basic skills needed to operate in the workforce, such as completing job applications, work ethic, problem solving, interviewing and budgeting/financial management. Although not required, it is desired that programs include certifications of completion.
- **Job Training Services**, providing basic training in areas, such as administrative skills, culinary skills, construction skills, etc. to qualify for entry level jobs. Preference will be given to programs that provide industry-recognized credentials. Although not required, it is desired that programs include certifications of completion.
- **Job Placement Services**, providing short-term, long-term, part-time and/or full-time jobs for participants.. This will include job search support, active coaching and feedback, practice interviews, etc. for jobs with hourly earnings above minimum wage.
- **Transportation Services**, working through Everybody Rides Metro, to provide subsidized public transportation to meet all Hand Up program related needs, including pre-enrollment needs such as obtaining required documentation.
- **Other Supportive Services**, may be presented by Offerors to complement their proposals. Some services, such as expungement of criminal records, will be provided by

other agencies.

D. MANAGEMENT AND OVERSIGHT:

The Hand Up Initiative will be managed by City staff in the Department of Trade and Development along with an active Steering Committee (herein after “the Committee”) which includes representatives from the Hand Up Target Areas, as well as workforce development professionals. The Committee will monitor and advise the Hand Up program. Representatives from community based housing and community development organizations in the Hand Up Target Areas.

The Steering Committee role will include the following functions:

- Work with the City to identify the job training needs and opportunities for their respective areas
- Review and assist with marketing and community outreach plans for all programs
- Review monthly performance reports for first three months and provide feedback to ensure that the target populations from target areas are being served, that all areas are being served, etc.
- Provide updates about their communities including new employers, organizations, churches, loss of employers, etc.
- Review quarterly performance reports and provide feedback to ensure that the programs are effective
- Provide information about job placement opportunities and connections to potential employers

Trade and Development staff will provide the following functions:

- Manage contracts with service providers
- Review vouchers for eligible/ineligible expenses
- Review monthly and quarterly performance reports
- Convene and staff the Steering Committee
- Coordinate all City-funded job training programs including coordination with programs funded with General Fund resources if applicable
- Conduct monitoring visits and spot check files to ensure residents are eligible

Preference will be given to agencies with existing service locations in the City of Cincinnati

PROPOSAL REQUIREMENTS

The following information **MUST BE** included in the proposal:

- A. Introduction to the Offeror including description of experience, training, lead staff resumes and any workforce related certifications.
- B. Description of experience managing grant funded programs, including cost accounting and financial controls in place, including most recent fiscal year financial audit.
- C. Description of experience maintaining adequate records and producing professional, timely reports including experience with AGS Data Systems’ G*STARS database and/or data uploads. G*STARS is a web-based client management system, used to ensure tracking of unique customers (not duplicate customers who may work with more than one agency) and

measure regional success in job training and job placement efforts.

D. Detailed Program Budget information.

E. History of past success with a minimum of 70% program completion rates and a minimum of 60% job retention rates after one year.

TIMETABLE

Milestones for the Process are listed below:

Date:

- 1. Release of RFP February 13, 2015
- 2. Questions from prospective Offerors due February 20 & 27, 2015
- 3. Responses to questions from prospective Offerors sent February 23, and March 2, 2015
- 4. **OFFERORS SUBMIT PROPOSALS** **March 6, 2015**
- 5. Preferred Offeror(s) selection date (approximate.) March 20, 2015
- 6. City completes negotiations with preferred Offerors (approximate) 14-30 days after award
- 7. Contractor(s) provide components (approximate) 14 days after contract completed

QUESTIONS CONCERNING THE RFP

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

Project Manager: T. Daniel Kalubi
Email Address: T.Daniel.Kalubi@cincinnati-oh.gov
Department of Trade and Development
805 Central Avenue, Suite 700
Cincinnati, OH 45202

In order to ensure full disclosure of all questions and answers, no phone calls or other oral questions will be accepted. Written questions will be accepted and written answers will be provided.

The schedule includes two separate deadlines for Offerors to submit written questions at intervals of 7 and 14 days after the RFP is published.

The schedule also includes two separate deadlines for the City to respond to all written questions with published addenda at intervals of 10 and 18 days after the RFP is published.

RFP SUBMISSIONS

The Offerors 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 proposal.

An original and five copies of the proposal, as well as an electronic copy of the file on a flash drive or compact disk, must be submitted to:

Michael Cervay
City Purchasing Agent/Finance Manager
Purchasing Division
805 Central Avenue, Suite 234
Cincinnati, Ohio 45202-1947

All proposals must be submitted in a sealed package. **Electronic submissions will not be accepted.** The following notation should be on the sealed package:

RFP414DTDHANDUPINIT: HAND UP INITIATIVE, Due March 6, 2015, 4:00 PM ET.

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

DATE: March 6, 2015 by 4:00 PM ET.

Late proposals will not be accepted.

Proposals can be withdrawn at any time, if requested *in writing*, until the deadline date, at which time proposals will be considered firm and become the property of the City and will not be returned. By responding to this RFP, Offerors waive any challenge to the City's decisions.

By submitting this proposal, the Offeror acknowledges that the City is governed by the Ohio Public Records Laws. Notwithstanding any statement to the contrary, the City's handling of any confidentiality obligations are subject to the limitations of this paragraph. Offeror's proposal may be subject to disclosure under the Ohio Public Records Laws. The City shall have no duty to defend the rights of Offeror or any of its agents or affiliates in any records requested to be disclosed.

Upon receipt of a public records request, the City will notify Offeror of its intent to release records to the requestor. Contractor shall have a maximum of five (5) business days beginning with the date it receives notification to respond to the City by either accommodating the requestor, providing redacted copies of the documents, or pursuing legal remedies to stop the City's release of requested information. Said notification shall relieve the City of any further obligation under any claim of Offeror or any of its agents or affiliates in any jurisdiction in connection with the disclosure of such records. Offeror and its agents and affiliates may pursue legal and/or equitable remedies to stop or limit disclosure at their sole expense.

If the Offeror believes that some information contained in the Proposal is exempt from disclosure, the Offeror is instructed to label such information as confidential, specify the pertinent section of the public records law which justifies nondisclosure, segregate from the Proposal the specific information to be exempt from disclosure, and request in writing that the City keep such information confidential and free from disclosure. Marking all or substantially all of a Proposal as confidential may result in the Proposal being considered non-responsive by the City.

The Offeror recognizes and agrees that the City will not be responsible or liable in any way for any losses that the Offeror may suffer from the disclosure of information or materials to third parties.

Offerors submitting proposals in response to and consistent with this RFP must submit each of the following:

1. Letter of Proposal Submission
2. Responses to items in the "Proposal" section II above
3. Description of proposed approach to the requested services (scope of work)
4. Equal Employment Opportunity Form (OCC 147) and Subcontracting Form (if applicable)
5. Forms of insurance evidencing coverage or a statement that the necessary coverage will be obtained. The necessary coverage is provided in Section III of the RFP
6. References with contact information
7. The Offeror should identify, specifically, any City certified SBEs who are part of the Primary Offeror(s) or who are Sub-Offerors; and, to identify the portions of work which would be performed by the SBE(s).

SELECTION PROCESS AND AWARD CRITERIA

Selection of preferred Offeror(s) and subsequent award of contract(s) will comply with City Administrative Regulation No. 23 and the Cincinnati Municipal Code. The City will award a contract to the successful Offeror(s) 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 qualification(s) that is/are "Most Advantageous" to the City taking into consideration price and evaluation factors below:

Category and Related Scoring

- Demonstrated expertise and past success rates – 40 points
- Cost per participant in fees proposed for services – 15 points
- Quality and completeness of proposal submitted – 30 points
- Advantages and disadvantages to the City which could result from contracting with the Offeror – 10 points
- Offeror is a City of Cincinnati certified SBE, or Offeror is partnered with or utilizes subcontracting with one or more City certified SBE(s) – 5 points

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 proposal.

The City's selection committee will submit its findings to the Trade and Development Director; the Trade and Development 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(s) whose proposal are found to be the "Most Advantageous" to the City of Cincinnati will be offered the opportunity to enter into an Agreement with the City. The scope, terms and conditions of that Agreement shall be in substantial conformance with the terms, conditions and specifications described in this RFP and with the proposal that is submitted by the Offeror(s) whose proposal are found to be the "Most Advantageous" to the City.

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

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 submissions in total or by components.

ADDITIONAL INFORMATION

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

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

All submissions 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.

CONTRACTOR REGISTRATION

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

CHANGES AND ADDENDA TO RFP DOCUMENTS

Each change or addenda issued in relation to this document will be on file in the Purchasing Division. In addition, to the extent possible, the addenda will also be sent via email to each Offeror 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.

Community Development Block Grant (CDBG): This program shall be funded in part with Community Development Block Grant Funds (hereinafter "CDBG") under the U.S. Department of Housing and Urban Development (hereinafter "HUD"). Demographic data is required for all

participants. A sample Hand Up Initiative Participant Demographic Form is included as Attachment B. For detail information on the CDBG regulations, visit www.hud.gov. *NOTE: The City may elect to fund additional job training related programs with other funding sources. Other funding sources are not included in this RFP.*

Equal Employment Opportunity Program: A summary of the City's Equal Employment Opportunity Program is included in the RFP Section III. Offeror(s) must complete and return with their submission, 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(s).

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 a submission. 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 III.

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.

This RFP has a Small Business Enterprise subcontracting outreach aspirational goal of 15%. Offerors must complete and return with their Proposal the Subcontractor Utilization Plan (Form 2003) and the Statement of Good Faith Efforts/Outreach/Good Faith Efforts Forms (Forms 2007 and 2007-a), signed by a person authorized to bind the Offeror. These forms are included in the RFP.

The following SBE forms are included in the RFP; however, they are not required to be completed, signed or returned with Proposals. They are required of the successful Offeror at a later time.

- Subcontractor Approval Request (Form 2004).
- Subcontractor Monthly Business Utilization Report (Form 2005).
- Subcontractor Substitution (Form 2006).

II. PROPOSAL

CONTENT AND FORM OF STATEMENT OF PROPOSAL

The proposal must be signed by a person who has legal authority to contractually bind the Offeror(s). The proposal shall include, but is not limited to, the following and must be presented and appropriately labeled in the following order:

1. Letter of Proposal Submission
2. Introduction and Executive Summary
3. Company/Organization Credentials
4. Staff Credentials – include any subcontractors that may be used for the Hand Up Initiative.
5. Experience in Field
6. Services Provided – include timeframe for each portion of scope
7. Direct Services Received and Credentials Earned by Participants – include estimated timeframes as well
8. Itemized Budget for Project as Listed Below

TOTAL SUMMARY BUDGET		
	Budget Category	Total
A.	Salaries & Benefits	
B.	Occupancy Costs	
C.	Equipment & Supplies	
D.	Training Costs	
E.	Transportation Services	
F.	Professional Services	
G.	Marketing	
H.	Other Direct Costs	
	TOTAL	

A. SALARIES & BENEFITS – Personnel costs for providing services

	Position Title	Total Annual Salary	Total Annual Benefits	Total Compensation	% Toward Hand Up	Total Salary/ Benefits Cost
1					%	
2					%	
3					%	
4					%	
5					%	
	TOTAL					

B. OCCUPANY COSTS – This should include only portion of costs related to Hand Up services

	Description	Annual Cost	Monthly Cost	% Toward Hand Up	Total Cost
1	Rent				
2	Utilities				
3					
4					
5					
TOTAL					

C. EQUIPMENT AND SUPPLIES

	Description	% Toward Hand Up	Total Cost
1		%	
2		%	
3		%	
4		%	
5		%	
TOTAL			

D. TRAINING COSTS – other than staff salaries but not subcontractors

	Description	% Toward Hand Up	Total Cost
1	National Career Readiness Certificate Costs	%	
2		%	
3		%	
4		%	
5		%	
TOTAL			

E. TRANSPORTATION SERVICES – for all program related needs

	Description	% Toward Hand Up	Total Cost
1	Everybody Rides Metro	%	
TOTAL			

F. PROFESSIONAL SERVICES – May include subcontractor services

	Description	% Toward Hand Up	Total Cost
1	-----	%	-----
2	-----	%	-----
3	-----	%	-----
4	-----	%	-----
5	-----	%	-----
TOTAL			

G MARKETING

	Description	% Toward Hand Up	Total Cost
1	-----	%	-----
2	-----	%	-----
3	-----	%	-----
4	-----	%	-----
5	-----	%	-----
TOTAL			

H. OTHER DIRECT COSTS

	Description	% Toward Hand Up	Total Cost
1	-----	%	-----
2	-----	%	-----
3	-----	%	-----
4	-----	%	-----
5	-----	%	-----
TOTAL			

8. Performance History and Service Projections as Listed Below. *Please use calendar year estimates – January 1 to December 31*

Data Requested	2015 Proposed	2014 YTD	2013
# Started Program			
# Completed Program			
Completion %			
Of # Completed Program:			
# of Job Placements			
Placement %			
Of # Job Placements:			

Data Requested	2015 Proposed	2014 YTD	2013
# Employed for 1 Year or More			
1 Year Job Retention %			
Program Budget			
# Completed Program			
Cost Per Participant			

9. Description of commitment to the Small Business Enterprise Program based on portions of work to be performed by City certified SBEs.

Failure to submit any of the above information will render the proposal incomplete.

10. All Forms Below:

- Living Wage Affidavit of Compliance
- Subcontractor Outreach Program
- Subcontractor Outreach Program Summary
- Subcontractor Utilization Plan
- Statement of Good Faith Efforts
- Outreach/Good Faith Summary Sheet
- Subcontractor Approval Request: Statement of Intent to Utilize Firms
- Subcontractor Monthly Business Utilization Report: Record of Payments
- Subcontractor Substitution

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(s). 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 will end 12 months later unless both parties agree to extend the contract term by amendment.

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 notation, 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.

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

This program shall be funded in part with Community Development Block Grant Funds (hereinafter "CDBG") under the U.S. Department of Housing and Urban Development (hereinafter "HUD"). For detail information on the CDBG regulations, visit www.hud.gov.

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 Agreement 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 Agreement.

Details concerning this program can be obtained from the Office of Contract Compliance, Two Centennial Plaza, 805 Central Avenue, Suite 700, 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, minority and women business enterprises. This includes the use of practices such as assuring the inclusion of qualified Small Business Enterprises in bid solicitations and dividing large contracts into smaller contracts when economically feasible.

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.

ONLINE REPORTING

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

certification as an SBE, and applications may also be obtained at <https://cincinnati.diversitycompliance.com/FrontEnd/VendorSearchPublic.asp?TN=cincinnati&XID=8091> The Owner and/or Company agree to take at least the following affirmative steps:

1. Including qualified SBEs on solicitation lists.
 2. Assuring that SBEs are solicited whenever they are potential sources. The Owner and/or Company must advertise, on at least two separate occasions, both in local minority publications and in other local newspapers of general circulation, invitations to SBEs to provide services, to supply materials, or to bid on construction contracts for the improvements. The Owner and/or Company are encouraged to use internet and similar types of advertising to reach a broader audience, but these additional types of advertising cannot substitute for the above.
 3. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum SBE participation.
 4. When needs permit, establishing delivery schedules which will encourage participation by SBEs.
- B. If any subcontracts are to be let, the Owner and/or Company agree to require the prime contractor to take the above affirmative steps.
- C. The Contractor shall provide to the City, prior to commencement of [construction of the improvements][the project][its duties], a report listing all of the contractors and subcontractors for the [construction of the improvements][the project][supplies][services] including information as to owners, dollar amount of the contract or subcontract, and other information that may be deemed necessary by the City Manager. The report must be updated monthly by the 15th. The Contractor shall enter all reports required in this subsection at the City's online reporting site -SubConTrak.com - or any successor site or system the City uses for this purpose. Upon execution of this Agreement, the [Owner][Contractor][Vendor] shall contact the Office of Contract Compliance to obtain instructions, the proper internet link, login information, and password to access the site and set up the necessary reports.
- D. The Owner and/or Company must periodically document its best efforts and affirmative steps to meet the above SBE participation goals, by notarized affidavits executed in a form acceptable to the City, submitted upon the written request of the City. The City may review records and documentation relevant to the affidavits. If affidavits are found to contain false statements, the City may prosecute the Owner and/or Company pursuant to Section 2921.12, Ohio Revised Code.
- E. Failure of the Owner and/or Company or its contractors and subcontractors to take the affirmative steps specified above, or to provide fair and equal opportunity to SBEs, or to provide technical assistance to SBEs as may be necessary to reach the minimum percentage goals for SBE participation as set forth in CMC Chapter 323, may be construed by the City as failure of the Company to use best efforts, and in addition to other remedies under this Agreement, may be a cause for the City to file suit in Common Pleas Court to enforce specific performance of the terms of this Section.

LIVING WAGE PROVISIONS

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 fully in all evaluation activities initiated by the City. The Contractor, at such times and in such form as the City of Cincinnati may require, shall furnish the City of Cincinnati such reports as may be requested pertaining to the work, student participation, course tracking, and services undertaken pursuant to this 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 10 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.
- D. The Contractor agrees to screen all participants to ensure that they are not related to anyone providing services or influencing decisions about services; this includes: agency board members, agency committee members, agency funders; agency management and agency staff.

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.

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.

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.

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 PROPOSAL

Living Wage Affidavit of Compliance

Subcontractor Outreach Program

Subcontractor Outreach Program Summary

Subcontractor Utilization Plan

Statement of Good Faith Efforts

Outreach/Good Faith Summary Sheet

Subcontractor Approval Request: Statement of Intent to Utilize Firms

Subcontractor Monthly Business Utilization Report: Record of Payments

Subcontractor Substitution

LIVING WAGE REQUIREMENTS

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 \$11.43 per hour with health benefits (as defined) or otherwise \$12.93 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.

All proposed contractors subject to the provisions of this chapter shall submit a completed declaration of compliance form, signed by an authorized representative, along with each proposal. The completed declaration of compliance form shall be made a part of the executed contract.

Contractors shall require their subcontractors to comply with the provisions of this chapter. Language indicating the subcontractor's agreement to comply shall be included in the contract between the contractor and subcontractor. A copy of such subcontracts or other such agreements shall be submitted to the City.

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. A copy of such notification shall be retained by contractors and subcontractors which may be subject to audits and/or other forms of monitoring and which must include the following:

- (1) Minimum Compensation. The initial rates of eleven dollars and forty-three cents (\$11.43) with health benefits or twelve dollars and ninety-three cents (\$12.93) without health benefits will be adjusted annually. The living wage shall be upwardly adjusted each year no later than April 30th in proportion to the increase at the immediately preceding December 31st over the year earlier level of the Consumer Price Index as published by the Bureau of Labor Statistics, U.S. Department of Labor.
- (2) Health Benefits. Proof of the provision of such benefits shall be submitted to the City no later than thirty (30) days after execution of the contract to qualify for the wage rate in Section 317-5(a). Health benefits shall be provided to part-time employees as well as full-time employees.

LIVING WAGE REQUIREMENTS (Continued)

The amount of the living wage established in this section shall be adjusted upward no later than April 30, 2003, and every year thereafter by a percentage equal to the percentage increase, if any, in the federal poverty guidelines as published by the United States Department of Health and Human Services for the years 2002 and 2003. Subsequent annual adjustments shall be based upon the percentage increase, if any, in the United States Department of Health and Human Services poverty guidelines when comparing the prior calendar year's poverty guidelines to the present calendar year's guidelines. The applicable percentage amount will be converted to an amount in cents by multiplying the existing wage under this section by said percentage, rounding upward to the next cent, and adding this amount of cents to the existing wage levels established herein. Prior to April 1 of each calendar year, the city will notify any covered employer of this adjustment by posting an announcement in the City Bulletin and/or by written letter in the case of a covered employer that has provided an address of record to the city.

"Health Benefits" means providing health care benefits for employees (or employees and their dependents) at employer cost or making an employer contribution toward the purchase of such health care benefits for employees, provided that the employer cost or contribution equals no less than \$1.50 an hour for the average work week of such employee.

"Covered employee" means a full-time city employee or any person who is employed as a service employee of a contractor or subcontractor under the authority of one or more service contracts with the city and who expends any of his or her time thereon, including but not limited to: restaurant, food service or banquet employees; janitorial employees; security guards; parking attendants; gardeners; waste management employees; and clerical employees, provided however, that persons who are employed pursuant to federal or state laws relating to prevailing wages shall be exempt from this Chapter.

Specifically, a "covered employee" is the persons or persons employed by a "covered employer" to perform the specific services which are covered or funded by the contract with the city.

(below is optional language if firm price contract)

The bid amount shall include all current and future costs associated with the Living Wage requirements.


**CITY OF CINCINNATI
LIVING WAGE AFFIDAVIT OF COMPLIANCE**

The undersigned hereby agrees to pay all covered employees, as defined by Cincinnati Municipal Code, Chapter 317, Living Wage Ordinance (LWO), a living wage of \$11.43 per hour to employees who have health care benefits provided by the employer and \$12.93 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 \$11.43 an hour. The employer cost or contribution for family health benefits equals no less than \$1.50 an hour for the average work week 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 \$12.93 an hour.
- We have no employees working on this living wage contract.

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

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

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

Name	Name
------	------

Name 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.

NOTARY PUBLIC SIGNATURE

PRINT NAME

My commission expires

(SEAL)


SUBCONTRACTOR OUTREACH PROGRAM (CMC 323-31)

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

Subcontractor Outreach Participation Aspirational Goal of 15%

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

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

Online Reporting

A. The City has an aspirational goal that 30% of its total dollars spent for construction and 15% of its total dollars spent for supplies/services and professional services be spent with Small Business Enterprises ("SBEs"), which include SBEs owned by minorities and women. Accordingly, the Owner and/or Company must use best efforts and take affirmative steps to assure SBEs are utilized as sources of supplies, equipment, construction, and services, with the goal of meeting 30 percent SBE participation for construction contracts and 15% participation in supplies/services and professional services contracts. An SBE means a consultant, supplier, contractor, or subcontractor who is certified as an SBE by the City in accordance with Cincinnati Municipal Code ("CMC") Chapter 323. (A list of SBEs may be obtained from the Office of Contract Compliance or from the City's web page <http://www.cincinnati-oh.gov/purchasing/resources-directories/>. The Owner and/or Company may refer interested firms to the Office of Contract Compliance for review and possible certification as an SBE, and applications may also be obtained at <https://cincinnati.diversitycompliance.com/FrontEnd/VendorSearchPublic.asp?TN=cincinnati&XID=8091> The Owner and/or Company agree to take at least the following affirmative steps:

1. Including qualified SBEs on solicitation lists.
2. Assuring that SBEs are solicited whenever they are potential sources. The Owner and/or Company must advertise, on at least two separate occasions, both in local minority publications and in other local newspapers of general circulation, invitations to SBEs to provide services, to supply materials, or to bid on construction contracts for the improvements. The Owner and/or Company is encouraged to use internet and similar

types of advertising to reach a broader audience, but these additional types of advertising cannot substitute for the above.

3. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum SBE participation.
 4. When needs permit, establishing delivery schedules which will encourage participation by SBEs.
- B. If any subcontracts are to be let, the Owner and/or Company agrees to require the prime contractor to take the above affirmative steps.
- C. The Contractor shall provide to the City, prior to commencement of [construction of the improvements][the project][its duties], a report listing all of the contractors and subcontractors for the [construction of the improvements][the project][supplies][services] including information as to owners, dollar amount of the contract or subcontract, and other information that may be deemed necessary by the City Manager. The report must be updated monthly by the 15th. The Contractor shall enter all reports required in this subsection at the City's online reporting site -SubConTrak.com - or any successor site or system the City uses for this purpose. Upon execution of this Agreement, the Contractor shall contact the Office of Contract Compliance to obtain instructions, the proper internet link, login information, and password to access the site and set up the necessary reports.
- D. The Owner and/or Company must periodically document its best efforts and affirmative steps to meet the above SBE participation goals, by notarized affidavits executed in a form acceptable to the City, submitted upon the written request of the City. The City may review records and documentation relevant to the affidavits. If affidavits are found to contain false statements, the City may prosecute the Owner and/or Company pursuant to Section 2921.12, Ohio Revised Code.
- E. Failure of the Owner and/or Company or its contractors and subcontractors to take the affirmative steps specified above, or to provide fair and equal opportunity to SBEs, or to provide technical assistance to SBEs as may be necessary to reach the minimum percentage goals for SBE participation as set forth in CMC Chapter 323, may be construed by the City as failure of the Company to use best efforts, and in addition to other remedies under this Agreement, may be a cause for the City to file suit in Common Pleas Court to enforce specific performance of the terms of this Section.

SUBCONTRACTING OUTREACH PROGRAM SUMMARY

The City of Cincinnati is committed to maximizing subcontracting opportunities for all qualified and available Small Business Enterprises (SBEs). The Subcontracting Outreach Program applies to City-funded construction contracts of \$100,000.00 or more.

There are two components of the Subcontracting Outreach Program:

- **SBE Subcontractor Participation:** This component requires bidders to make subcontracting opportunities available to small businesses certified in the City's SBE program at the minimum percentage stated in the bid invitation. To count towards the SBE participation goal, the SBE must be certified in the commodity code(s) that will be used on the project. A list of City-certified SBEs is available on the City's website at www.cincinnati.diversitycompliance.com or from the Office of Contract Compliance.
- **Outreach/Good Faith Efforts.** The SBE subcontractor participation component. This component requires bidders to provide evidence of outreach effort made to SBEs.

To be eligible for an award of this project, the City will first determine whether any bidder meets the stated minimum percentage of SBE subcontractor participation. The percentage is clearly stated in the bid invitation. In the event that no bidder meets the minimum SBE subcontractor participation goal, the City will score bidders' Outreach/Good Faith Effort.

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

1. Statement of Good Faith Efforts (Form 2007)
2. Outreach/good Faith Summary Sheet (2007-a)
3. Subcontractor Utilization Plan (Form 2003)

The following forms are included in the bid invitation for information purposes only and do not have to be completed or returned with the bid.

1. Form 2004 – Subcontractor Approval Request: (must be completed and submitted to the Contract Compliance Officer after contract is awarded and prior to the Notice to Proceed).
2. Form 2005- Subcontractor Monthly Business Utilization Report: (must be entered on the online B2Gnow contracting modular <http://cincinnati.diversitycompliance.com> and with monthly invoice).
3. Form 2006 - Subcontractor Substitution Form: (must be submitted for advance approval for any proposed change in subcontractors).

If you have any questions or need assistance in meeting these requirements, please feel free to contact the Office of Contract Compliance at (513) 352-3144.



**CITY OF CINCINNATI
SUBCONTRACTOR UTILIZATION PLAN
Bid Reference No. RFP414DTDHANDUPINIT**

Form 2003

(SUBMIT WITH
BID/PROPOSAL)

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

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 THE ASPIRATIONAL SUBCONTRACTING PARTICIPATION LEVEL. THE BIDDER MUST LIST ALL SUBCONTRACTORS, REGARDLESS OF AMOUNT OR SERVICE. FAILURE TO COMPLETE THIS FORM WITH ALL THE PERTINENT-REQUESTED INFORMATION (AS INDICATED IN EACH COLUMN) MAY CAUSE A BID TO BE DETERMINED AS NON-RESPONSIVE FOR SBE REVIEW PURPOSES.

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

I certify that the above information is true to the best of my knowledge. The company acknowledges and agrees that if awarded the contract the information provided on this Form 2003 shall be incorporated into the terms and conditions of the final contract between the City and the Company. I acknowledge and agree that any changes to the above information must be submitted in writing on the Substitution Form #2006 and approved in advance by the City.

Signature	Title	DATE
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STATEMENT OF GOOD FAITH EFFORTS

Bid Number RFP414DTDHANDUPINIT

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

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

Minimum score required to establish "good faith" effort is 50 points.

- _____ Identified sufficient subcontracting work to meet goal (attach content of advertisements and written notices to subcontractors indicating type of work to be subcontracted). **10 Points**
 - _____ Written Notice to Subcontractors (submit copy of each letter sent, or if one master notification, submit copy of letter and recipient list). **15 Points**
 - _____ Follow-up to initial solicitations (submit copy of call logs). **20 Points**
 - _____ Advertising (attach content of advertisements, which must include project name, bidder, work available, contact person's name and number, information on availability of plans and specifications and bidder's policy concerning assistance to subcontractors in obtaining bonds, credit lines and/or insurance; date of advertising and publications). **15 Points**
 - _____ Assistance with bonds, credit lines, insurance (submit copy of advertising and written notices to subcontractors). **30 Points**
 - _____ Provision of plans, specifications and requirements: Bidder provided interested sub-bidders with access to plans, specifications and requirements for subject project. **5 points**
 - _____ Other (please list any other methods utilized that aren't covered above). **5 Points**
- _____
- _____
- _____

Company Date

Company Representative (Name and Title)



**CITY OF CINCINNATI
OUTREACH/GOOD FAITH SUMMARY SHEET
Bid Reference No. RFP414HANDUPINIT**

FORM 2007-a
(SUBMIT WITH
BID/PROPOSAL)

COMPANY NAME:	ADDRESS/TELEPHONE:
BID PACKAGE:	BID 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 to the above Bid package. If additional space is required, this form may be duplicated.

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

Company Representative (Name/Title)

Date



City of Cincinnati
SUBCONTRACTOR APPROVAL REQUEST

FORM 2004

Statement of Intent to Utilize Firms
 Bid Reference No. RFP415DTDHANDUPINIT

**THIS FORM MUST BE COMPLETED AND SUBMITTED TO CONTRACT OFFICER AFTER CONTRACT IS AWARDED
 AND PRIOR TO THE AGENCY NOTICE TO PROCEED.**

INFORMATION RECORDED HEREIN WILL BE INCORPORATED IN THE AWARDEES' CONTRACT

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
Prime Contractor E-Mail Address			

SUBCONTRACTOR

SUBCONTRACTOR	Federal Tax ID	Address	Zip Code		
Authorized Representative	Title	Phone No.			
E-Mail Address	Is SBE registered with the City of Cincinnati? YES <input type="checkbox"/> NO <input type="checkbox"/>				
ITEM NUMBER	DESCRIPTION OF WORK	SUBCONTRACT'S CONTRACT AMOUNT \$	% OF TOTAL CONTRACT PRICE	ESTIMATEDS TART DATE	COMPLETION DATE
	Total Value of Work				

SIGNATURES

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



**INSTRUCTIONS FOR COMPLETING
FORM 2005 SUBCONTRACTOR MONTHLY BUSINESS UTILIZATION REPORT
Record of Payments**

(This form may be photocopied by the Contractor/Subcontractor.)

Below are instructions on how to complete the Form 2005. This form is to be completed in its entirety by each prime contractor, signed and dated by a responsible official of the company, and submitted with each payment application. If these requirements are not met, your payment application will be delayed.

1. Project Name:..... Indicate official name of the project
2. Contract #:..... Indicate contract number issued by the City of Cincinnati
3. Company Name: Indicate company that is paying subcontractors
4. Federal Tax ID #: Indicate Federal Tax Identification or Social Security Number
5. Date Form Submitted:..... Indicate date the form is being submitted
6. Work Period Ending:..... Indicate date of work period ending
7. Address: Indicate address of company submitting form (include address, city, state and zip)
8. Contact Person: Indicate Company's contact person responsible for completing this form.
(Include contact phone & fax #)
9. Subcontractor/Vendor ID#: Indicate Subcontractor name and Vendor ID#. All subcontractors (SBE & Non-SBE) providing services under this trade contract must be included
10. Street address, zip and phone:..... Indicate street address, zip and phone number for subcontractors.
11. Description of Work:..... Indicate description of work being provided
12. Total Subcontract Amount: Indicate Current Subcontract Amount. This amount must reflect revised contract values due to Change Orders, Allowance Appropriations and Accepted Alternates
13. Amount Paid for the Period:..... Indicate current amount compensated or become due for the period
14. Total Amount Paid to Date: Indicate total amount paid to date. Add the Amount Paid for the Period (for each period) to equal the Total Amount Paid to Date.
15. Percentage of Work Completed: Based on the dollar amount compensated to Subcontractor and material supplier. Take the Total Amount Paid to Date and divide the Total Subcontractor Amount and multiply that total by 100 to get the Percentage of Work Completed figure

See examples below:

- a. (1) Total Amount Paid to Date X (multiply by) 100 = % of Job completed by
(2) Total Subcontractor Amount.

- b. (1) \$37,458.00 X 100 + 74.91% or 75% of Job completed
(2) \$50,000.00

16. Schedule Start Date:..... Indicate Date Subcontractor will start
17. Scheduled End Date:..... Indicate Date Subcontractor will finish
18. Company Representative: Signature of person preparing form
19. Title: Official Title of person preparing form
20. Date: Indicate Date of Submittal



CITY OF CINCINNATI
SUBCONTRACTOR MONTHLY BUSINESS UTILIZATION REPORT
 Record of Payments
 Bid Reference No. RFP414DTDHANDUPINIT

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

THIS DOCUMENT MUST BE SUBMITTED WITH MONTHLY INVOICE

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

Subcontractor/Vendor ID# (Street Address/Zip/Telephone)	Description Of Work	Total Sub-Contract Amount	Amount Paid For The Period	Total Amount Paid To-Date	Percentage Of Work Completed	Scheduled Start Date	Scheduled End Date

The undersigned certifies that the information recorded above is correct, and that each of the representations set forth above is true. The undersigned further acknowledges that any misrepresentation hereon may result in termination of contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

Signature _____ Title: _____ Date: _____

FORM OCC147
CITY OF CINCINNATI
EQUAL EMPLOYMENT OPPORTUNITY
PROGRAM

Date: _____

Submitted by: _____

Adopted by Ordinance Nos. 331-1999 and 235-2013.

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, sexual orientation, gender identity, or national origin.

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

- 1) Refusal of all future bids or proposals for any contract with the city or its boards or commissions until such time as the contractor demonstrates that there has been established and there shall be carried out all of the provisions of the program..
- 2) Cancellation of the contract. In a case in which there is substantial or a material violation of the compliance procedures herein set forth or as may be provided for by the contract, appropriate proceedings may be brought to enforce those provisions, including the enjoining, within applicable law, of contractors, subcontractors, or other organizations, individuals or groups who prevent or seek to prevent, directly or indirectly, compliance with the policy as herein provided.

PROCEDURE

You must complete Form OCC147 prior to award of a bid/contract. You cannot receive an award without having Form OCC147 approved by the City's Contract Compliance Officer.

Please complete and return pages one (1), three (3), four (4) and six (6) to:

Office of Contract Compliance
805 Central Avenue, Room 222
Centennial Plaza, Bldg. Two
Cincinnati, Ohio 45202-1947

For further information call:
(513) 352-3144

FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION ON FORM OCC147 WITHIN TEN (10) DAYS OF NOTIFICATION FROM THE OFFICE OF CONTRACT COMPLIANCE SHALL BE GROUNDS FOR REJECTION OF YOUR BID/CONTRACT AS BENG **NON-RESPONSIVE.**

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

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

1. The contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. As used here, the phrase "shall not discriminate" applies without limitation to the following: (1) recruitment, whether by advertising or other means; (2) compensation, whether in the form of rates of pay, or other forms of compensation; (3) selection for training, including apprenticeship; and (4) promotion, upgrading, demotion, downgrading, transfer, laying off, and termination. The contractor agrees 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 contractor shall, in all solicitations or advertisements for employees, placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, sexual orientation, gender identity, or national origin.
3. The contractor shall furnish all information and reports required by the contract compliance officer pursuant to Cincinnati Municipal Code Chapter 325, and shall permit access to the books, records, and accounts of the contractor during normal business hours by the contract compliance officer for the purpose of investigation so as to ascertain compliance with the program.
4. The contractor shall include the provisions of this equal employment opportunity clause in every subcontract, sublease, or purchase order so that such provisions will be binding upon each subcontractor, sublessee, or vendor. The contractor shall take such action with respect to any subcontractor as the City may direct as a means of enforcing the provisions herein, including penalties and sanctions for non-compliance, provided, however, that in the event the contractor becomes involved in or is threatened with litigation as the result of such direction by the City, the City may enter into such litigation as is necessary to protect the interest of the city and to effectuate the EEO program of the city; and in the case of contracts receiving Federal assistance, the contractor or the city may request the United States to enter into such litigation to protect the interests of the United States.
5. The contractor shall file compliance reports at reasonable times and intervals with the City in the form and to the extent prescribed by the Contract Compliance Officer. Compliance reports filed shall contain information as to employment practices, policies, programs, and statistics of the contractor.

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 "C" is circled state reason. Use separate sheet if additional space is needed.)*

It is understood that the Company's/Organization's willingness to participate in the Equal Employment Opportunity Program will be evaluated by the Office of Contract Compliance. This evaluation will directly influence our decision on the qualifications 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, sexual orientation, gender identity, or national origin applicable to employees or applicants for employment in recruitment, compensation, training, upgrading, promotion, demotion, downgrading, transfer, laying off and termination.. 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 which 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 including labor unions d. All subcontractors	
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 using the same standards of non-discrimination required by the City's EEO program and as defined in Item #1 above.	

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
 - Prime Contractor-Professional Services
 - Prime Contractor-Supplies/Services
-

SEX AND RACE OF MAJORITY BUSINESS OWNER
(MAJORITY OWNER HAS THE MOST PERCENTAGE OWNERSHIP OF COMPANY AND CONTROL)

CHECK APPROPRIATE BOX BELOW

- Male White Native Amer./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 APROPRIATE BOX

- Male White Native Amer./Alaskan Hispanic
 - Female African American Asian/Pacific Islander Other
-

SIGNATURE OF AUTHORIZED REPRESENTATIVE

INSTRUCTIONS FOR COMPLETION OF
EMPLOYMENT DATA TABLE ON PAGE 6

1. Enter total number of employees in column one (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 group of the males and enter totals in column eight (8).
4. Break down columns nine (9) through thirteen (13) into race/ethnic group 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 execution 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 relations 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 nonmanual 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 knowledge 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 leadmen who are not members of management, mechanics and repairmen, skilled machining occupations, compositors and typesetters, electricians, engravers, jobsetters (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 in manual occupations which generally require no special training. Perform elementary duties that may be learned in a few days and require the application of little or no independent/judgment. Includes: garage laborers, car washers and greasers, gardeners (except farm) and groundskeepers, longshoremen and stevedores, lumbermen, craftsmen and wood choppers, laborers performing lifting, digging, mixing, loading, and pulling operations, and kindred workers.

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

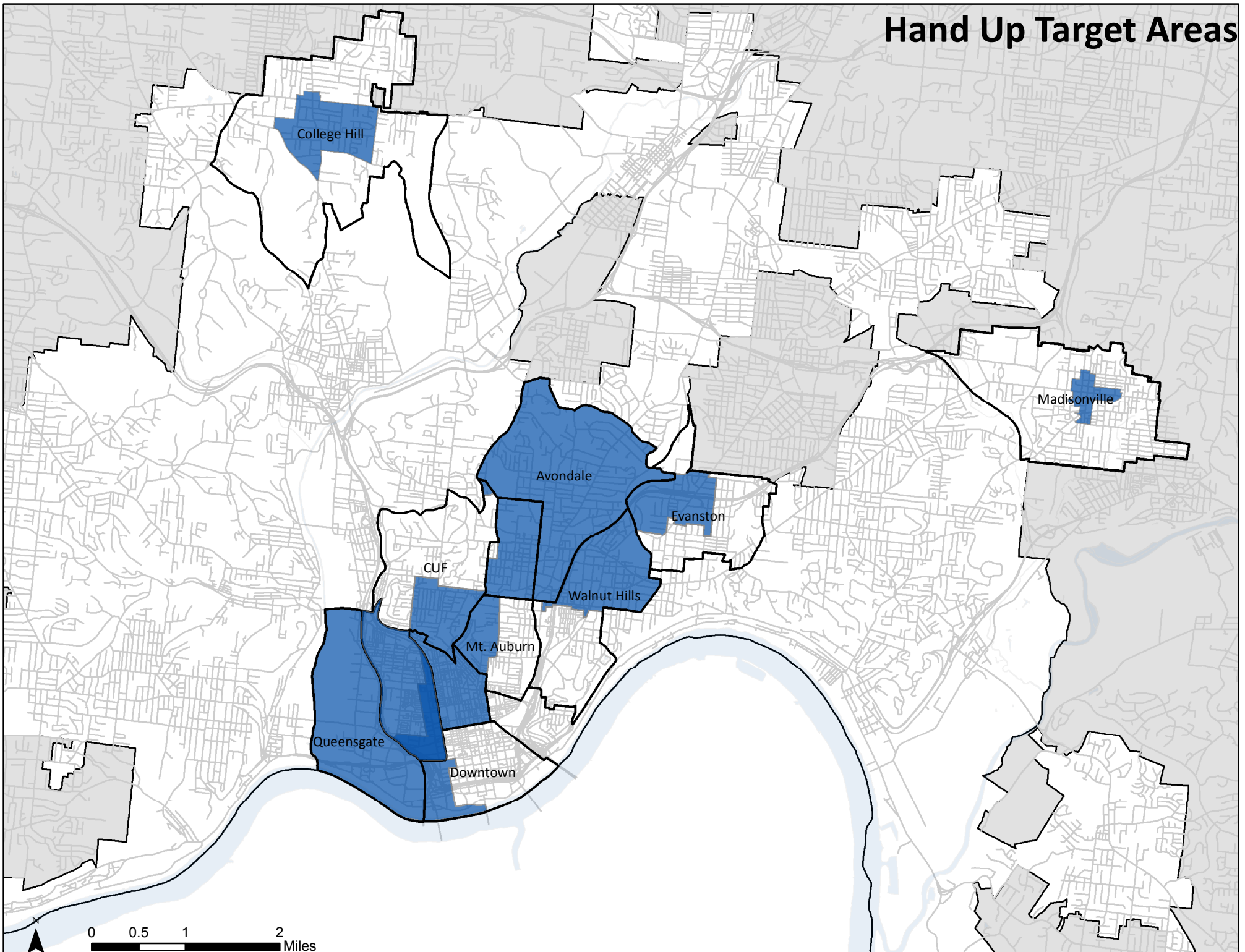
Please note that these data may be obtained by visual survey or post-employment records. Neither visual surveys nor post-employment records are prohibited by any Federal, State or local law. All specified data are required to be filled in by law.

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

ATTACHMENTS

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Hand Up Target Areas



The City of Cincinnati's Hand Up Program

All individual participants of the Hand Up program must complete this form so City can accurately report jobs to the US Department of Housing and Urban Development. We appreciate your cooperation.

Print Name: _____

Job Title: _____

Full-time: _____ Yes _____ No If Full-time, do you receive health insurance: _____ Yes _____ No

Part-time: _____ Yes _____ No If Part-time, average hours worked per week? _____ Hours

Were you unemployed immediately before accepting this job? _____ Yes _____ No

Please **select one** of the options below that best describes your Race/Ethnicity:

White	American Indian/Alaskan Native & White
Black/African American	Asian & White
Asian	Black/African American & White
American Indian/Alaskan Native	American Indian/Alaskan Native & Black
Native Hawaiian/Other Pacific Islander	Other Multi-Racial

Are you of Hispanic origin: _____ Yes _____ No

Using the household size, please circle on the chart below the **LOWEST** income level for that household size under which the household income falls. For example, if a household of 2 individuals earns \$20,000 in a year, you would circle the limit "\$27,500", NOT the "\$44,000" level. If income is higher than the largest limit for that household size, please do not circle any of the numbers here.

Hamilton County, Ohio										
FY 2014 Income Limit Area	Median Income	FY 2014 Income Limit Category	1 Person	2 People	3 People	4 People	5 People	6 People	7 People	8 People
Hamilton County	\$68,500	Extremely Low (30%) Income Limits	\$14,400	\$16,470	\$18,500	\$20,550	\$22,200	\$23,850	\$25,500	\$27,150
		Very Low (50%) Income Limits	\$24,000	\$27,400	\$30,850	\$34,250	\$37,000	\$39,750	\$42,500	\$45,250
		Low (80%) Income Limits	\$38,400	\$43,850	\$49,350	\$54,800	\$59,200	\$63,600	\$68,000	\$72,350

Self-Certification of Annual Income by Beneficiary (Names will not be reported)

I certify that this information is complete and accurate. I agree to provide, upon request, documentation on all income sources to the Program Administrator. The information provided above is subject to verification by HUD at any time, and Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony and assistance can be terminated for knowingly and willingly making a false or fraudulent statement to a department of the United States Government.

Signature

Date