

Administrative Regulation No. 23



City of Cincinnati

Office of the City Manager

February 3, 1997

A handwritten signature in black ink, appearing to read 'Mark E. Stuebel', is written over a horizontal line.

POLICY GUIDELINES AND MINIMUM REQUIREMENTS FOR PROFESSIONAL SERVICES

This Regulation summarizes City policies and minimum requirements for selecting, contracting with, monitoring, and evaluating providers of professional services and/or nonstandard services. A Contracting Manual, which will supplement this Regulation is currently being finalized by Internal Audit and the Purchasing Division. The Manual will be distributed under separate cover.

Professional services are those personal services which involve extended analysis, expression of opinion, exercise of discretion and independent judgment in their performance, and an advanced specialized type of knowledge, expertise or training customarily acquired by either a prolonged course of study or equivalent experience in the field. The performance of professional services may require a license, official certification or authorization by the state.

Nonstandard services are those personal services which involve unique or unusual circumstances, requiring a procurement and oversight process different from competitive bidding. Depending on the circumstances, examples of nonstandard services may include concession or revenue-generating agreements, services subject to the managed competition process, and certain on-going social services.

Professional services and/or nonstandard services shall not, for the purposes of the requirements of this administrative regulation, include unique personal services such as contracts for expert witnesses or legal counsel as required and directed by the Solicitor, or contracts for unique services directed by the City Manager or City Council.

Contracts for professional services or nonstandard services should be awarded through an **open and fair competitive process** which ensures that **quality services** will be **timely provided** at a **fair market price**, while assuring that other goals of the City are met. As indicated in the attached chart of minimum requirements, **the formality and the degree of competition shall increase** as the

total estimated cost of the contract increases. **Competition shall be generated to the maximum extent practicable**, including opportunities for Minority and Women Business Enterprises through the **Equal Business Opportunity (EBO) Program** (CMC Chapter 323, Ordinance 106-1994). **Each department is accountable for achieving EBOP goals.** In addition, the **Equal Employment Opportunity (EEO) Program** applies to professional service and nonstandard service providers (CMC Section 321.157, Ordinance 137-1

A City employee must **avoid any conflict of interest**. A City employee should **avoid any appearance of impropriety**. An employee should not participate in the selection of a professional service or nonstandard service contractor when the employee, or a person in the employee's immediate family or household, has any direct financial interest in any contract recommended by the employee.

Generally, the City should contract with qualified, **local** professional service and nonstandard service providers, the exception is when contracting with a non-local firm would be more advantageous to the City.

All professional service and nonstandard service contracts should include outcome or **result-oriented performance standards**, criteria, or measures. The department should **monitor and document** the contractor's performance. Positive or negative evaluations should be a factor in future contractor selections.

The terms of a contract should be modified only when both the City and the contractor gain, or give up, something of corresponding value. An **amendment** should be prepared when any substantive term of a professional service contract is changed. **Change orders** relating to professional service contracts may be used for administrative matters.

Minimum Requirements by contract amount	\$5000 OR LESS	\$5,000 to \$10,000	\$10,001 to \$25,000	Over \$25,000
1. Identify the minimum qualification required for successful completion of the proposed work.	X	X	X	X
2. Generate open and fair competition to the maximum extent practicable	X	X	X	X
3. Achieve Equal Business Opportunity Program goals	X	X	X	X
4. EEO compliance	X	X	X	X
5. Office of Contract Compliance reviews Notice of Request for Service		X	X	X
6. Solicit qualifications and quotes from at least 3		X		

firms, 2 of which must be certified MBEs or WBEs				
7. Send Notice of Request for Service to certified MBEs and WBEs			X	X
8. Publish the Notice of Request for Service in the City Bulletin for at least 2 weeks				X
9. Form a selection committee				X
10. Document and retain in the departmental contract file the process and rationale for selecting a firm	X	X	X	X
11. Include in the contract outcome or results-oriented performance criteria, standards, or measures	X	X	X	X
12. If applicable, prepare an Additional Value Report for a non-local contractor	X	X	X	X
13. Solicitor's office reviews contract as to form	X	X	X	X
14. Approval of contract by City Manager's office			X	X
15. If applicable, approval of waiver of competition by Purchasing Agent after consultation with the department and the Office of Contract Compliance		X	X	X
16. If applicable, approval of waiver of competition by City Manager's office				X
17. Document and retain in the departmental contract file the process and results of monitoring the contractor's performance	X	X	X	X

Department Of Transportation & Engineering

Consultant Rating System

Consultant: _____
Project Title: _____
Project Planner: _____
Project Manager: _____ (signature)
Date Completed: _____

Performance Rating Scale:

- 5.00 Outstanding: Consistently Exceeds requirements and expectations.
- 4.00 < rating \leq 5.00 Above Satisfactory: Frequently Exceeds requirements and expectations.
- 3.00 < rating \leq 4.00 Satisfactory: Meets requirements and expectations.
- 2.00 < rating \leq 3.00 Below Satisfactory: Frequently Falls Below requirements and expectations.
- \leq 2.00 Unacceptable: Consistently Falls Below requirements and expectations.

NOTES:

1. Overall ratings will be held to two decimal places.
2. Failure to meet schedules will result in a maximum overall rating of 2.75.

INDICATE YOUR EVALUATION OF THE CONSULTANT'S PERFORMANCE USING A SCALE FROM 1 TO 5 TO ESTABLISH A PERFORMANCE FACTOR (SEE SHEET 4/5)	PERFORMANCE FACTOR (a)	IMPORTANCE FACTOR (b)	RATING POINTS (a) x (b)
MANAGEMENT: Understands and effectively carries out the project contract, including, but not limited to the following: Accomplishes the intent and scope of the contracted services by managing the personnel, budget, and schedule. Maintains appropriate documentation. Minimizes the involvement of DOTE staff needed to manage consultant. Maintains appropriate cost records, logs, and other documentation. Works constructively and efficiently to achieve project goals within the existing budget.	x	20%	0.2
SCHEDULE AND PROGRESS: The work performed satisfies the scope of services and the schedule milestone and completion dates. Adjusts resources in response to demands of the project delivery schedule. Provides timely completion of tasks, including reviews, revisions, and intermediate and final deliverables. Deliverables are complete and submitted on schedule. Keeps project manager informed of potential changes to schedule.	x	30%	0.3
QUALITY OF WORK: Consistently exhibits professional, high value, performance and exercises quality control measures. Work submitted does not require changes due to inaccuracies in technical presentation or consultant errors or omissions. Documents are clear and legible and include required materials and information. Documents incorporate revisions from the previous document reviews. Documents convey full and complete understanding of the project scope, are well cross-referenced, and demonstrate good coordination between all deliverables (e.g. specifications and drawings). Applies DOTE's established Rules and Regulations, CAD Standards, design policies, studies, reports, modeling, calculations and/or other available information to produce accurate and technically correct plans, reports, documents, studies, and/or other specified deliverables to DOTE. Follows through on decisions made at meetings and responds to reviewer comments in writing. Addresses project constraints and takes advantage of opportunities. Notifies team of problems in a timely manner. Minimal comments by DOTE on value enhancements or constructability.	x	30%	0.3
COOPERATION/COORDINATION: Works cooperatively with DOTE staff, other consultants, local and state agencies, utility companies and/or other citizens and stakeholders. Proactively coordinates all activities that may impact or interfere with the project. Communicates issues and information effectively to all team members. Keeps project team informed at all times of issues and need for input. Communicated with DOTE in a thorough, concise, and timely manner and identified problems and helped define alternatives or solutions for consideration by DOTE.	x	10%	0.1
DEVELOPMENT AND ANALYSIS: Possesses and maintains resources to meet the demands of the project, including sufficient numbers of qualified staff, properly equipped and available for the required tasks. Conducts site visits and becomes familiar with existing conditions. Makes appropriate use of existing records. Incorporated flexibility and adaptability. Good engineering thought and sound judgment are applied. Developed accurate cost estimates using DOTE estimating guide and accurate detailed provisions using DOTE "boiler plate" specifications..	x	10%	0.1
OVERALL RATING (SUM OF THE ABOVE RATINGS)			1

Note: An overall point rating of 3 is considered satisfactory performance. The maximum point rating attainable is 5. The rating categories overlap and scoring low in one area can affect scores in other areas.

Consultant Rating System Guidelines

Purpose:

To establish procedures for evaluating the performance of all engineering consulting firms working on contracts managed by the Department of Transportation & Engineering.

Guidelines:

- a. An interim performance evaluation report shall be prepared after completion of the initial review or at other identified milestones. Evaluations shall be performed within 10 working days of the interim date. The project manager shall notify the consultant at the kick-off meeting of when the interim performance evaluation(s) will be performed.
- b. The Project Manager/Planner shall prepare a final performance evaluation report. The final performance evaluation shall be completed no later than 30 days after the end of the services.
- c. Consultant performance rating reports will be reviewed and relied upon when selecting and evaluating qualified consultants for future work.
- d. The Project Manager/Planner may seek input from any team member or other relevant resource when rating the consultant.

Implementation:

- a. The consultant will be notified in the request for qualifications and/or proposal (RFQ/RFP) that a performance rating system will be utilized. The criteria by which a rating will be determined will be included in the request documentation.
- b. Ratings will be performed for both the planning and design phases of the contract.
- c. At least one interim performance evaluation will be conducted approximately at the midpoint of the contract term. An interim performance evaluation report should provide constructive feedback and alert the consultant of any shortcomings early in the planning and design process. The Project Manager/Planner will have all Below Satisfactory or Unacceptable ratings reviewed by their supervisor before completing the evaluation. If the consultant receives a Below Satisfactory or Unacceptable interim rating, the Project Manager/Planner will give additional interim performance evaluations before the final evaluation.
- d. A single final rating for performance on a specific contract will be the end result. Evaluation upon completion of services along with interim evaluations provides a "historical view" of the consultant's performance. The final rating will not be an average of previous interim performance ratings, but will consider all performance ratings of the consultant throughout the contract.
- e. The consultant will receive written notice of all performance ratings. If the consultant is not satisfied with the final performance rating, the consultant will be given the opportunity to review the report and respond in writing to each item that received a poor rating.

Basic Rating Unit:

Sub consultant performance is of considerable interest to DOTE. Work of both the prime and sub consultants will be rated under one rating for tasks performed.

The rating will be calculated and each area weighted based on the relative importance of the various responsibilities. Before beginning work, the rating criteria and forms will be discussed with the prime consultant to assure understanding by all parties.

Rating System *

5.00	Outstanding: Consistently Exceeds requirements and expectations.
$4.00 \leq \text{rating} < 5.00$	Above Satisfactory: Frequently Exceeds requirements and expectations.
$3.00 \leq \text{rating} < 4.00$	Satisfactory: Meets requirements and expectations.
$2.00 \leq \text{rating} < 3.00$	Below Satisfactory: Frequently Falls Below requirements and expectations.
< 2.00	Unacceptable: Consistently Falls Below requirements and expectations.

- * Overall ratings will be held to two decimal places.
- * Failure to meet schedules will result in a maximum overall rating of 2.75.

Use of Ratings:

Interim: The primary objective of an interim evaluation is to provide a report card to the consultant and an opportunity to strengthen areas of weakness. A consultant who receives an interim rating of Below Satisfactory or Unacceptable will be alerted that, due to their performance, they risk impacting their standing with DOTE. This could, in turn, influence their selection for future DOTE work if performance does not improve to at least a Satisfactory level. The rating system should serve as a tool for motivating a consultant to a higher level of service and avoid a final Below Satisfactory or Unacceptable rating.

Final: Final performance evaluations will be retained and, at DOTE's discretion, may used when selecting and evaluating qualified consultants for future work.

Appeals:

The consultant has the right to appeal a final rating that is Below Satisfactory or Unacceptable to the appropriate Division Head in Transportation & Engineering. The appeal must be made within 30 calendar days of receipt of the evaluation. The appeal must be in writing and state the reasons why a further review is justified. The Division Head shall review the appeal and make the final decision. Interim Below Satisfactory or Unacceptable evaluations cannot be appealed.

2012–2015 Contingency Consultant Program

PAYMENT REQUESTS:

All payment requests shall be submitted using an Invoice on the consultant's letterhead. Included with the payment request shall be an itemized cost summary including:

1. Personnel fees itemized by each individual or job title with their respective hours worked.
2. Sub-consultant fees with copies of itemized invoices submitted by the sub-consultant.
3. Reimbursable expenses as approved in advance by the City. The following expenses are considered to be included in the Consultant's overhead expenses and are **not eligible** for reimbursement:
 - a) Routine photocopying, postage and delivery services, and fax machine usage.
 - b) Telephone and cellular/PCS phone usage.
 - c) Computer usage fees. Special software package fees may be reimbursable pending pre-approval by the City.
 - d) Inter-office travel expenses. For consultant's with a local office, travel expenses from the local office to a project location are the only travel expenses that are eligible for reimbursement. Sub-consultant travel shall be evaluated and approved or denied with the proposal submittal.

INVOICE DETAILS:

The Consultant shall submit a project invoice that contains the following:

1. The appropriate agreement number (25X#####).
2. Identification of the City Project Manager for the work.
3. The maximum fee for the proposal.
Not To Exceed Contract Maximum Amount _____.
4. A total amount for the invoice.
Total Amount This Invoice _____.
5. A line indicating the remaining balance against the maximum.
Remaining Balance Amount _____.

It is the responsibility of the consultant to maintain all required insurance policies in effect for the duration of the contract period. Invoices shall be mailed to:

Mr. Bryan Carter, Supervising Accountant
City Engineer's Office
Room 450, City Hall
801 Plum Street
Cincinnati, OH 45202

City of Cincinnati
 Department of Transportation and Engineering
 Division of Engineering



Date: _____

Consultant Name: _____

Previous Contract? _____

Interview Rating Criteria	Engineer (51-75 Pts)	Other Professional (26-50 Pts)	Other (0-25 Pts)	Comments
1 Describe your point of contact/project manager	AutoCAD (41-60 Pts)	MicroStation (21-40 Pts)	Other (0-20 Pts)	
2 What software do you primarily utilize for design?	Always looking at schedule (41-60 Pts)	Review when close to deadline (21-40 Pts)	Don't care (0-20 Pts)	
3 How do you stay proactive in to meet deadlines	Built into Contract Price (41-60 Pts)	Minor Adjustment to Contract (21-40 Pts)	Issue Request For Add. Payment (0-20 Pts)	
4 What do you handle scope changes during the design phase?	Go extra mile (41-60 Pts)	Help as little as possible (21-40 Pts)	None (0-20 Pts)	
5 How involved are you during the construction phase	All Local (41-60 Pts)	Few Local (21-40 Pts)	Two or Less (0-20 Pts)	
6 Use of Local Personnel	Within 10% (21-30 Pts)	Same number of zeros (11-20 Pts)	Accuracy? (0-10 Pts)	
7 What is the accuracy of recent cost estimates				

Total Point Rank (405 Total Points Available)



Consultant Name: _____

Previous Contract? _____

Interview Rating Criteria

	Good Standing High (51-75 Pts)	Moderate Standing (26-50 Pts)	Poor/No Standing (0-25 Pts)
1 Are you in good standing with ODOT?			
2 What software do you primarily utilize for design?	AutoCAD products (41-60 Pts)	MicroStation (21- 40 Pts)	Other (0-20 Pts)
What policy is used to turn around preliminary review comments into the final 3 contract submittal?	ASAP w/ Examples (41-60 Pts)	Quickly (No Examples) (21- 40 Pts)	As Time Permits (0-20 Pts)
4 What policy is in place to handle scope changes during the design phase?	Built Into Contract Price (41-60 Pts)	Minor Adjustment to Contract (21-40 Pts)	Issue Request For Add. Payment (0-20 Pts)
Subtotal			

Statement Of Qualification Rating Criteria

	Numerous Similar Projects (41-60 Pts)	Few Projects (21- 40 Pts)	No Projects (0- 20 Pts)
1 Recent Similar Work (Both Scope and Dollar Amount)	All Local (41-60 Pts)	Few Local (21-40 Pts)	Two or Less (0- 20 Pts)
2 Use of Local Personnel	None Used (21- 30 Pts)	Few Used (11-20 Pts)	Many Used (0- 10 Pts)
3 Limited Use of Sub-Consultants	Many PE's (21- 30 Pts)	Few PE's (11-20 Pts)	None (0-10 Pts)
4 Staff Qualifications			
Subtotal			

Total Point Rank (435 Total Points Available)



**CITY OF CINCINNATI
REQUEST FOR QUALIFICATIONS**

GENERAL ARCHITECTURAL AND ENGINEERING SERVICES

DUE DATE: September 8, 2011, at 12:00 noon local time

RFP NUMBER: RFQ233ENGINEERING2011

ACCEPTANCE PLACE: City of Cincinnati
Division of Purchasing
Two Centennial Plaza
801 Central Avenue, Suite 234
Cincinnati, Ohio 45202-1947

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

John Brazina, P.E.
Acting Principal Engineer- Transportation Design
Department of Transportation & Engineering
City Hall, Room 450
801 Plum Street
Cincinnati, Ohio 45202-1947
Email: john.brazina@cincinnati-oh.gov

Issue Date: 07/26/2011

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. The Vendor Registration Application (Form 59) can be downloaded from the City Internet site.

**REQUEST FOR QUALIFICATIONS
FROM THE CITY OF CINCINNATI
Department of Transportation & Engineering
General Architectural and Engineering Services**

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I. REQUEST

INTRODUCTION

The City of Cincinnati, Ohio, (hereinafter referred as "City") is issuing this Request for Qualifications (hereinafter "RFQ") pursuant to the provisions of the Cincinnati Municipal Code, Chapter 321 and City Manager Administrative Regulation 23 for Professional Services, from parties, (hereinafter "Offerors").

GENERAL BACKGROUND AND INFORMATION

The Department of Transportation and Engineering (DOTE) is requesting qualifications from Engineering, Architectural, Surveying and Mapping, Environmental Graphic Design, Construction Management, Landscape Architecture and Urban Design, and Temporary Professional Staffing Services, herein after referred to as "Consultants," for providing services during the calendar years 2012, 2013, 2014 and through March 31, 2015. These services are of a professional and non-competitive nature.

All contracts for these services will be administered by the Department of Transportation and Engineering (DOTE). The contracts are intended to provide backup professional services on an as-needed basis under the directions of the appropriate Division Heads for DOTE projects, as well as projects funded by other City Agencies for which the DOTE is providing engineering management. There is no guarantee of work, even if a contract for services is signed.

SCOPE OF SERVICES/SPECIFICATIONS

Contracts will be awarded for work under 18 disciplines. The city will retain a maximum number of consultants, per discipline, as listed herein. A listing of the requested disciplines with examples of possible work, and the maximum number of consultants are as follows:

1. Airport Engineering - Airport studies, planning, engineering, and construction plan development. 3 consultants.
2. Architecture - Public facility architectural design development, planning, studies and cost estimates; interior design; historic conservation. Work includes creation of 3-D digital models for transportation projects and interactive media content for use with project web sites. 5 consultants.
3. Building Structures Engineering - Building structures inspection, studies, planning, engineering, and construction plan development. 3 consultants.
4. Construction Management - Management, inspection, and evaluation of public improvement construction projects. 1 consultant.
5. Environmental Graphic Design - Architectural and industrial design; design, fabrication and installation as related to signage and exhibits. 3 consultants.
6. Federally Funded Planning and Engineering- Planning, engineering, and construction plan development for projects that are federally funded. 3 consultants
7. Geotechnical/Materials Testing- Engineering analysis, construction

inspection, subsurface investigation, and evaluation of soils and materials for public improvement construction projects.

** Successful consultants will be offered separate contracts with the City of Cincinnati, Hamilton County and the University of Cincinnati. 5 consultants.

8. Highway Engineering - Right-of-way studies, planning, engineering, and construction plan development. 7 consultants.
9. Highway Structures Engineering - Bridge and retaining wall inspection, studies, planning, engineering, construction plan development, Highway Structures construction management and inspection, right of way plats and legal descriptions, railroad coordination, responding to RFI's, reviewing shop drawings and preparing as-built drawings. 7 consultants.
10. Historic Architecture/Archeological Services- Analysis, evaluation, study and remediation of historic resources for public projects involving Federal funding. 2 consultants.
11. Interior Design- Analysis, evaluation, planning, and design of commercial interior finishes. 3 consultants.
12. Landscape Architecture and Urban Design - Landscape studies and design for public projects. Urban design studies and planning, streetscapes, parking analysis, market and economic studies. 8 consultants.
13. Mechanical/Plumbing/Fire Protection/Electrical - Analysis, evaluation, planning, and design of Mechanical/Plumbing/Fire Protection/Electrical systems. 6 consultants.
14. Railroad Planning Advisory Services – Assessment of rail carrier interests and positions, technical advice regarding railroad operations and facilities, review and identification of City's railroad objectives and interests. 1 consultant.
15. ROW and Subdivision Permit Services- Right-of-way Permit and plan review, Subdivision Permit and plan review, Coordination with other City and Private Agencies with utilities. 1 consultant.
16. Surveying & Mapping - Land surveying, topographic surveying, geodetic surveying, and mapping and charting services. 1 consultant.
17. Technical Testing/Inspection- Specialized structural inspection, testing, monitoring and/or analysis. 3 consultants.
18. Traffic Engineering - Traffic data collection and analysis, roadway lighting, signalization, signage, and pavement marking. 4 consultants.

QUALIFICATIONS

Only consultants that currently have an office within the 13 county Cincinnati-Hamilton Consolidated Metropolitan Statistical Area (CMSA), with an in-house staff capable of performing the proposed work, will be considered for contracts.

Proposals from consultants outside of the CMSA will only be accepted for the Federally Funded Planning and Engineering and Railroad Planning Advisory Services discipline due to the unique nature of the work.

TIMETABLE

Milestones for the Process are:	Date
1. <u>Release of RFQ</u>	<u>07/15/2011</u>
2. <u>Deadline for submissions of Statement of Qualifications</u>	<u>09/08/2011</u>
3. <u>City initiates negotiations with preferred Offerors (approx.)</u>	<u>11/01/2011</u>

QUESTIONS CONCERNING THE RFQ

All questions concerning the Request for Qualifications (RFQ) must be submitted in writing by **August 22, 2011** to:

John Brazina, P.E.
Acting Principal Engineer- Transportation Design
Department of Transportation & Engineering
City Hall, Room 450
801 Plum Street
Cincinnati, Ohio 45202-1947
Email: john.brazina@cincinnati-oh.gov

Responses to all written questions will be compiled and e-mailed by August 25, 2011 to all Consultants requesting a copy of the RFQ.

Oral questions will not be answered.

RFQ SUBMISSIONS

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

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

Interested parties should **submit four (4) bound copies and (1) digital copy (on a CD) of the Statement of Qualifications, for each discipline being applied for, to:**

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

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

(RFQ233ENGINEERING2011): (GENERAL ARCHITECTURAL AND ENGINEERING SERVICES), Due 09/08/2011 (12:00 noon) EST.

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

Thursday, September 8, 2011, 12:00 Noon

Late proposals will not be accepted.

Statements of Qualifications can be withdrawn at any time, if requested *in writing*, until the deadline date, at which time the Statements of Qualifications will be considered firm.

Offerors submitting Statements of Qualifications in response to and consistent with this RFQ must submit each of the following:

1. A complete Statement of Qualifications (see section II. Qualifications of this document).
2. A complete Form 147, Equal Employment Opportunity Program and Form 59, Vendor Registration. One of the four copies of the submittal should include a copy with original signatures. All other copies of the Statement of Qualifications may include photocopies of the signed forms.

SELECTION PROCESS AND AWARD CRITERIA

Selection of a preferred Offeror and subsequent award of contract will comply with City Administrative Regulation No. 23 and the Cincinnati Municipal Code. The City will award a contract to the successful Offeror after 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 Discipline Selection Committees will review and evaluate all properly submitted proposals that are received on or before the deadline. The committees will then tentatively select the consultant(s) that are "Most Advantageous" to the City taking into consideration the factors set forth below:

1. Content and completeness of the statement of qualifications submitted.
2. Advantages and disadvantages to the City which could result from the proposal.
3. Past performance with the City of Cincinnati under previous contracts (if applicable).
4. Demonstrated expertise
5. Financial strength of the consultant.
6. Support services available through the Offeror

Selection process

The selection committee for each discipline will be made up of 3 representatives of various City of Cincinnati departments (e.g., Transportation and Engineering, General Services, Public Services, Economic Development, Parks, and Recreation) that may utilize the engineering and architectural services contracts. Selection will be a two-step process for any discipline in which the City receives more Statements of Qualifications than there are openings for consultants. The selection committees will review and evaluate all properly submitted Statements of Qualifications that are received on or before the deadline.

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

The City's selection committee will submit its findings to the (*department head*), the (*department head*) will submit a recommendation to the City Manager who will make the award for the City pursuant to CMC Section 321-1-A2.

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

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).

PROCESS FOR ENTERING INTO AGREEMENT

The Offeror whose proposal is found to be the "Most Advantageous" to the City of Cincinnati will be offered the opportunity to enter into a Master Services Agreement with the City. The scope, terms and conditions of that Agreement shall be in substantial conformity with the terms, conditions and specifications described in this RFQ (See Section III- Terms and Conditions) and with the Statement of Qualifications that is submitted by the Offeror who is found to be the "Most Advantageous" to the City.

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

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

ADDITIONAL INFORMATION

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

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

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

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

CHANGES AND ADDENDA TO RFQ DOCUMENTS

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

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

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

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

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

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

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

OFFEROR'S COVENANT OF NON-DISCRIMINATION

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

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

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

Small Business Enterprise: A summary of the City's Small Business Enterprise (SBE) Program is included in the RFP Section III. The following SBE forms are included in Section IV; however, they are not required to be completed, signed or returned with the statement of qualifications.

- **Statement of Good Faith Efforts (Form 2007).** This form is not required because it is only relevant to construction projects.
- **Outreach/Good Faith Efforts Form (Form 2007-a).** This form is not required because it is only relevant to construction projects.
- **Subcontractor Approval Request (Form 2004).** This form is not required because it is only relevant to construction projects.
- **Subcontractor Monthly Business Utilization Report (Form 2005).** This form is not required because it is only relevant to construction projects.
- **Subcontractor Substitution (Form 2006).** This form is not required because it is only relevant to construction projects.

II. QUALIFICATIONS

CONTENT AND FORM OF THE STATEMENT OF QUALIFICATIONS

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

The Statement of Qualification are limited to 20 pages, 8-1/2" x 11", not less than 12 point font and must be spiral bound, comb bound or stapled . The 20-page limit applies to the entire qualification package. However, the proposal cover, table of contents, tabs and the required City forms will NOT be counted in the 20-page limit. Qualifications received from a Consultant must include, but not be limited to the following information.

1. Organization's legal name (in the registered state they conduct business), address, telephone and fax numbers, and federal identification number.
2. Name, title, address, phone number and E-mail address of Consultant's primary contact person.
3. Year established and any former name(s) of the firm; number of years firm has been doing business in the relevant areas; brief history of firm.
4. One page summary of the organization's local office qualifications to perform the work associated with the discipline being applied for.
5. Chart of the firm's organization showing level of organizational responsibility of key staff to be assigned to projects in each specific discipline.
 - A. Include names of principals of the firm, and the principals in the local office. Include type and status of relevant professional license, registration or certification held by the principals, name of the state in which the principals are registered or certified, and for how long.
 - B. Include names of key local personnel, including managers and in-charge field personnel who may be assigned to projects, relevant experience of each, and length of time with the firm. Include type and status of relevant professional license, registration or certification held by key personnel, name of the state in which key personnel are registered or certified, and for how long. Provide evidence of continuing education and/or current expertise in relevant function.
6. Identification of outside consultants and associates usually or expected to be retained, their address and telephone number. Indicate the nature, degree, and quality of work performed by them. Indicate which of these firms are Small Business Enterprises, certified by the City of Cincinnati.
7. Examples and lists of similar completed projects, over the last two years, on

- which the firm's local staff was the principal consultant. Include project costs.
8. Description of firm's technical quality assurance/quality control procedures.
 9. Firm's technological capabilities. Examples of how the firm has made efforts to keep pace with technologies specific to the discipline being applied for.
 10. SBE certification. A Small Business Enterprise may be certified after selection, though information that the firm is soliciting for this certification should be included in the Statement of Qualifications. The certification must be in place before a contract is awarded.
 11. References. Local references for local work performed by local staff preferred.

EXCEPTIONS

The statement of qualifications shall include a statement indicating compliance with the Terms and Conditions presented in Section III of this RFQ. No exceptions will be permitted.

III. CONTRACT TERMS AND CONDITIONS

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

The Offeror agrees to the following Contract Terms and Conditions, which will become part of the subsequently negotiated contract.

Terms and Conditions, substantially in the form contained herein, shall be included in the Agreement between the City of Cincinnati and the Consultant.

TERM

The term of this Agreement shall commence on April 1, 2012 and shall expire on March 31, 2015.

COMPENSATION AND METHOD OF PAYMENT

1. Compensation

The City of Cincinnati agrees to pay to the Consultant in accordance with the fee schedules include with the Agreement

- A. The fee for the services of the Consultant cannot be exactly determined. It is anticipated that the fee will exceed twenty-five thousand dollars (\$25,000.00). There is no guarantee of work assignments under this contract. Maximum payments under this contract will not exceed five hundred thousand dollars (\$500,000.00) per assignment, or a total of two million dollars (\$2,000,000.00) per discipline during the life of the contract. This payment will be full and complete compensation for the Consultant's services in accordance with the payment schedule attached hereto, marked Exhibit B, and by reference made a part hereof and in accordance with the project budget included as a part of the written notice to proceed. Where a consultant is being awarded contracts for more than one discipline, all contracts will be combined into one Agreement.
- B. Each agency of the City of Cincinnati using the services of the Consultant must certify sufficient funds (City Form 9 - Request for Certification) for use of the Consultant services before any binding obligation can be made for the provision of these services. The written Authorization to Proceed, shall be issued identifying specific work and costs. Payment under this agreement will be full and complete compensation for the Consultant's services in accordance with the fee schedule, and all proper amendments made thereto, and in accordance with the written Authorization to Proceed, and the Request for Certification.

- C. In the event the City of Cincinnati and Consultant determine it is necessary to amend the fee schedules due to regulatory changes or technological innovations that may cause changes in the cost of services included in this Agreement, the Consultant may submit a written Proposal requesting a change in prices. The Proposal will be reviewed by the City of Cincinnati, and if approved, will provide a basis for amendment to this Agreement.

2. Method of Payment

The City of Cincinnati shall make payment under this agreement in accordance with the following method:

- A. The City of Cincinnati will make periodic payments to the Consultant when all of the following conditions have been met:
- 1) Submission of a requisition for payment to the City of Cincinnati from Consultant specifying that the Consultant has performed the work under this Agreement in conformance with the Agreement, and that the Consultant is entitled to receive the amount requisitioned under the terms of the Agreement. The requisition for payment (City Form No. 37 - Claim Voucher/Invoice) shall indicate the disposition of the amount requisitioned by reference to the line item in the Budget set forth in Exhibit B, COMPENSATION, attached hereto, and by this reference made a part hereof, in a manner approved by the Director of Finance of the City of Cincinnati.
 - 2) Submission of reports as required pursuant to Section 1 of this Agreement.
- B. In the event the Consultant fails to fulfill the terms and conditions of this Agreement, the City of Cincinnati will notify the Consultant of the reason for such action and of the conditions precedent to the resumption of payment.

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

COMPLIANCE WITH LAWS AND POLICIES

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

EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

SMALL BUSINESS ENTERPRISE

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

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

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

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

CONTRACTOR'S COVENANT OF NON-DISCRIMINATION

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

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

LIVING WAGE PROVISIONS

This contract is subject to the Living Wage provisions of the Cincinnati Municipal Code. The provisions require that, unless specific exemptions apply or a waiver is granted, all employers (as defined) under service contracts shall provide payment of a minimum wage to employees (as defined) of \$9.05 per hour with health benefits (as defined) or otherwise \$10.60 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 Consultant 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 Consultant agrees to participate full in all evaluation activities initiated by the City. The Consultant, 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 Consultant shall retain all financial and administration records for a period of three years after the expiration or termination of this Agreement, and shall permit the City of Cincinnati or any of its representatives or auditors access to such records.

HOLD HARMLESS

The Consultant shall indemnify, save and hold the City of Cincinnati, and its officers, employees and agents free and harmless from and against any and all claims, demands, actions, losses, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising directly or indirectly out of or relating to any and all, negligent acts, errors, or omissions by the Consultant (including its employees and agents) or any ambiguities in the plans and specifications, provided that such ambiguities are originated by or the responsibility of the Consultant and to the extent that such ambiguity is the result of a negligent act, error, or omission of the Consultant in the performance of this Agreement. The Consultant shall be given the opportunity to defend on behalf of the City of Cincinnati, any action or claim brought against them which, if successfully prosecuted, would give rise to a claim hereunder against the Consultant.

The Consultant 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 Consultant, its agents, employees, licensees, invitees, that result in injury to persons or damage to property.

This indemnification shall not result in the unjust enrichment of the City of Cincinnati. In case of any ambiguities, the City of Cincinnati shall afford the Consultant a reasonable opportunity to mitigate damage and clarify any such ambiguities within a reasonable time after discovery by or notice to the City. The City of Cincinnati shall promptly notify the Consultant of any claim, demand, action, cause for action or other liability for which the City may seek indemnification from the Consultant.

CONSULTANT INSURANCE

- A. It shall be the responsibility of the Consultant to protect all life and property, and to protect the Consultant, subcontractors, and the City from liability claims which may arise from operations carried out in performance of this Contract.
- B. The Consultant shall secure insurance of the types and minimum coverage limits described herein, as well as any other insurance which the Consultant or the City determines to be necessary. Insurance may not be changed or cancelled unless the insured and the City are notified in writing no less than thirty (30) days prior to such change or cancellation. If any part of the Contract is sublet, the Consultant is responsible for the part sublet being adequately covered by insurance specified herein. Proof of coverage shall be provided to the City by one of the following:
 - A. Policy or policies naming the Consultant, subcontractors and as noted herein, the City of Cincinnati, as additional named insured.
 - B. Certificates of Insurance, City Purchasing Form 68, executed by the insuring company or its authorized agent indicating that the Consultant and subcontractors have the specified coverage with the City of Cincinnati named as an additional insured under the policy as noted herein.
 - 1) Worker's Compensation Insurance
 - 2) Comprehensive General Liability Insurance (with the City Of Cincinnati named as an additional insured)
 - a. Bodily injury \$1,000,000 per occurrence/ \$2,000,000 aggregate
 - b. Property Damage \$1,000,000 per occurrence.

- 3) Automobile Liability Insurance (with the City of Cincinnati named as an additional insured).
 - a. Bodily Injury \$1,000,000 per occurrence/ \$2,000,000 aggregate
 - b. Property Damage \$1,000,000 per occurrence/ \$2,000,000 aggregate.
- 4) Excess Liability Insurance for Bodily Injury and Property Damage combined (Umbrella Form, with the City of Cincinnati named as an additional insured) \$1,000,000 per occurrence/ \$2,000,000 aggregate.
- 5) Professional Liability Insurance for errors and omissions in the amount of \$1,000,000. The following disciplines are not required to have professional liability insurance: Graphic Design, Railroad Planning Advisory Services.

REPORTS, INFORMATION AND AUDITS

The Consultant, 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 or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith with, and any other matters covered by this agreement. The Consultant shall retain all financial and administrative records for a period of three years after the expiration or termination of this Agreement, and shall permit the City of Cincinnati or any of its representatives or auditors access to such records. The Office of Environmental Management shall be furnished one (1) copy of all proposals and reports pursuant to this Agreement.

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 Consultant 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 Consultant further covenants that in the performance of this Agreement no person having any conflicting interest shall be employed.
- C. The Consultant agrees not to engage in activities on behalf of the City that produce a direct or indirect financial gain for the Consultant other than the agreed-upon compensation, without the City's informed, prior, written consent.

CONFIDENTIALITY

The Consultant, 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 Consultant warrants that it has and will continue to have safeguards in place to assure that such information and records are kept confidential by the Consultant, its agents, and its employees.

PROPRIETARY MATERIALS

The City of Cincinnati acknowledges that in the course of performing services, the Consultant 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 Consultant 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 Consultant 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 Consultant further warrants that the design and recommended solution are workable and capable of meeting the Project Objective.

OWNERSHIP OF PROPERTY

The Consultant 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.

COPYRIGHTS

The Consultant shall not copyright any report, designs or documents paid for by the City of Cincinnati. Such reports will be available to the general public under the Ohio Public Records law - Section 149043 of the Ohio Revised Code.

THIRD PARTY BENEFICIARIES

This Agreement is intended to establish the relationships and the respective rights or duties of the parties hereto, each to the other, and there shall be no third party beneficiaries to this Agreement.

NON EXCLUSIVE AGREEMENT

This is a nonexclusive Agreement, and the City of Cincinnati may procure the same or similar services from other consultants at any time during the pendency of this Agreement.

NON-PERFORMANCE

- a. If through any cause, the Consultant shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Consultant 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 Consultant 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 Consultant under this Agreement shall, at the option of the City, become the City's property and the Consultant 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 Consultant may result in the City not approving periodic payments to the Consultant and/or filing liens as may be necessary against the Consultant's assets or future assets, until the Consultant 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 Consultant'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 Consultant either directly or indirectly.

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

TERMINATION

- A. Termination of Contract for Cause.** If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner the Consultant's obligations under this Agreement or if the Consultant 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 Consultant specifying the effective date of the termination, at least five (5) days before such effective date. Notwithstanding the above, the Consultant 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 Consultant, and the City of Cincinnati may withhold any payments to the Consultant for the purposes of set-off until such time as the exact amount of damages due the City of Cincinnati from the Consultant 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 Consultant. If this Agreement is terminated by the City of Cincinnati as provided, the Consultant 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 Consultant, covered by this Agreement less payments of compensation previously made.
- C. Alternatives to Termination.** In the event the Consultant 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 Consultant 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 Consultant 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. Consultant 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 Consultant. 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 Consultant 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 Consultant acknowledges and agrees that if it or its principals is/are presently debarred then it shall promptly return to the City any funds received pursuant to this Agreement. In such event, any materials received by the City pursuant to this agreement shall be retained as liquidated damages.

WAIVER

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

LAW TO GOVERN

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

FORUM SELECTION

The Consultant 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 Consultant to the City in connection therewith.

AMENDMENT

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

ENTIRETY

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

SEVERABILITY

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

IV. FORMS

MISCELLANEOUS FORMS TO BE EXECUTED BY OFFEROR AND SUBMITTED WITH PROPOSALS

(see following pages)

FOR INFORMATIONAL PURPOSES ONLY



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 \$10.74 per hour to employees who have health care benefits provided by the employer and \$12.24 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 \$10.74 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 \$12.24 an hour

- We have no employees working on this living wage contract.

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

In accordance with Chapter 317-13I, 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 _____, 200_, 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)

CITY OF CINCINNATI EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

Adopted by Ordinance NO. 331-1999

Submitted By _____
Date _____

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

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

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

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

PROCEDURE

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

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

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

For further information call:
(513) 352-3144

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

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

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

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

POLICIES AND PRACTICES

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

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

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

Circle One	Items	State Reason if (C) is circled				
A B C	1. The Company/Organization will adopt a policy of non-discrimination on the basis of race, religion, color, sex, national or ethnic origin, age, handicap, or Vietnam military service with regard to recruitment, hiring, training, upgrading, promotion, disability or maternity leave, discipline and remuneration of employees or an applicant for employment. An Affirmative Action Plan including goals and timetables will be developed to correct existing deficiencies in the aforementioned areas, if those deficiencies exist.					
A B C	2. The Company/Organization will assign responsibility to one of its officials to develop procedures will assure that this policy is understood and carried out by managerial, administrative and supervisory personnel. Official's Name _____ Title _____					
A B C	3. The Company/Organization will state its non-discrimination policy in writing and communicate it to the following: <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">a. All employees</td> <td style="width: 50%;">b. All advertisement and recruitment sources</td> </tr> <tr> <td>c. All relevant employee organizations</td> <td>d. All subcontractors including labor unions</td> </tr> </table>	a. All employees	b. All advertisement and recruitment sources	c. All relevant employee organizations	d. All subcontractors including labor unions	
a. All employees	b. All advertisement and recruitment sources					
c. All relevant employee organizations	d. All subcontractors including labor unions					
A B C	4. If the Company/Organization should need to use recruitment sources such as employment agencies, unions and schools. These sources will have a policy of referring applicants on a non-discriminatory basis.					
A B C	5. If the Company/Organization sponsors or finances educational or training programs for the benefit of employees it will do so without regard to race, religion, color, sex or national origin.					
A B C	6. If the Company/Organization has recruiters, they will seek a broad recruitment base in order that a representative cross-section of applications might be obtained; and will refrain from a hiring policy which limits job applicants to persons recommended by company/organization personnel.					
A B C	7. The Company/Organization will take steps to integrate any positions, departments or plant locations which have no minority persons, or are predominantly staffed with one particular ethnic, sex-classified or racial group.					
A B C	8. Answer only if you are a <input type="checkbox"/> Construction Contractor. In order to achieve an integrated work force the Company/Organization will employ minority workers in each trade, and/or implement an Affirmative Action Program satisfactory to the Contract Compliance Division, City of Cincinnati.					
A B C	9. The Company/Organization will review its qualifications for each job to determine whether such standards eliminate unemployed persons or underutilized persons who could perform the duties of the jobs adequately. Review should include, but not be limited to, the following qualification areas: <table style="width: 100%; border: none;"> <tr> <td style="width: 25%;">a. Education</td> <td style="width: 25%;">b. Experience</td> <td style="width: 25%;">c. Tests</td> <td style="width: 25%;">d. Arrest records</td> </tr> </table>	a. Education	b. Experience	c. Tests	d. Arrest records	
a. Education	b. Experience	c. Tests	d. Arrest records			
A B C	10. Residence in a particular geographical area will not be a qualifying criterion for employment with the Company/Organization.					
A B C	11. The Company/Organization will provide that all bargaining agreements with employee organization, including labor unions, have non-discrimination clauses requiring equal employment opportunity.					

INSTRUCTIONS FOR COMPLETION OF PAGE 5

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

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

DESCRIPTION OF CATEGORIES

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

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

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

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

Craftsmen (Skilled) - Manual workers of

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

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

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

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

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

EMPLOYMENT DATA

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

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

CITY OF CINCINNATI
CONTRACT COMPLIANCE DIVISION
BIDDER/CONTRACTOR INFORMATION

Name of Company/Organization () Telephone Number

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

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

CHECK APPROPRIATE BOX BELOW

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

SEX AND RACE OF BUSINESS OWNER(S)
CHECK APPROPRIATE BOX BELOW

- | | | | |
|---------------------------------|---|---|--------------------------------------|
| <input type="checkbox"/> Male | <input type="checkbox"/> White | <input type="checkbox"/> Amer. Indian/Alaskan | <input type="checkbox"/> Hispanic |
| <input type="checkbox"/> Female | <input type="checkbox"/> African American | <input type="checkbox"/> Asian/Pacific Islander | <input type="checkbox"/> Other _____ |

SEX AND RACE OF BOARD OF DIRECTORS -- Non-Profit Organization
*****PUT THE NUMBER OF EACH IN THE APPROPRIATE BOX*****

- | | | | |
|---------------------------------|---|---|--------------------------------------|
| <input type="checkbox"/> Male | <input type="checkbox"/> White | <input type="checkbox"/> Amer. Indian/Alaskan | <input type="checkbox"/> Hispanic |
| <input type="checkbox"/> Female | <input type="checkbox"/> African American | <input type="checkbox"/> Asian/Pacific Islander | <input type="checkbox"/> Other _____ |

SIGNATURE OF AUTHORIZED REPRESENTATIVE



City of Cincinnati NON-DISCRIMINATION POLICY

The City of Cincinnati is committed to a policy of non-discrimination pursuant to Section 1 of the Fourteenth Amendment to the United States Constitution, which guarantees equal protection of the laws to all citizens. It is further the policy of the City of Cincinnati that its purchasing and contracting practices not implicate the City as a passive participant in discriminatory practices engaged in by private contractors or vendors who seek to obtain business with the City. In furtherance of these policy objectives, the City seeks to afford to its citizens equal opportunities to do business on City contracts and to ensure that all bidders, proposers, vendors and contractors (collectively referred to herein as "bidders") doing business with the City provide to businesses owned and controlled by racial minorities and ethnic minorities and women, opportunities to participate on contracts which are paid, in whole or in part, with monetary appropriations from the City of Cincinnati.

The City of Cincinnati prohibits discrimination against any person or business in pursuit of these opportunities on the basis of race, color, sex, religion, disability or national origin. The City will conduct its contracting and purchasing programs so as to discourage any discrimination and will vigorously seek to resolve all claims of discrimination.

IF you are going to subcontract, you must complete, sign and return the following forms with your bid/proposal:

- Subcontractor Utilization Plan (Form 2003), must be completed and signed only for bids that include subcontracts,
- Statement of Good Faith Efforts (Form 2007), must be completed and signed only for bids that include subcontracts, and
- Outreach/Good Faith Efforts Form (Form 2007-a), must be completed and signed only for bids that include subcontracts.

If you are not going to subcontract, none of the SBE forms need to be completed.

The following forms are included in the bid invitation for information purposes only and do not have to be submitted with the bid/proposal:

- Form 2004 – Subcontractor Approval Request: (must be completed and submitted to the Contract Compliance Office after bid opening but prior to contract award).
- Form 2005- Subcontractor Monthly Business Utilization Report: (must be submitted with monthly invoice).
- 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 contact the Office of Contract Compliance at (513) 352-3144.

(Revised 05/17/2006)



Form 2003
 Revised 07/12/2006
 (SUBMIT WITH
 BID/PROPOSAL)

CITY OF CINCINNATI
SUBCONTRACTOR UTILIZATION PLAN
 Bid Reference No. _____

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

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

I certify that the above information is true to the best of my knowledge. 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	DATE



CITY OF CINCINNATI
STATEMENT OF GOOD FAITH EFFORTS

FORM 2007
Revised 7-20-05
(SUBMIT WITH
BID/PROPOSAL)

Bid Number _____

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

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

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

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

Company

Date

Company Representative (Name and Title)



City of Cincinnati
SUBCONTRACTOR APPROVAL REQUEST

FORM 2004
 Revised 7/20/05

Statement of Intent to Utilize Firms
 Bid Reference No. _____

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

INFORMATION RECORDED HEREIN WILL BE INCORPORATED IN THE AWARDEES' CONTRACT

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

SUBCONTRACTOR

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

SIGNATURES

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



**INSTRUCTIONS FOR COMPLETING
FORM 2005 SUBCONTRACTOR MONTHLY BUSINESS UTILIZATION REPORT**

Record of Payments

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

Below are instructions on how to complete 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

Revised 7/20/05

Last Revised 07/20/05



Form 2006
Revised
7/20/05

City of Cincinnati
SUBCONTRACTOR SUBSTITUTION
Bid Reference No. _____

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

Company Name: _____ Project Name: _____

Address: _____ Date Submitted: _____

_____ will be substituted for _____ to perform work on
(Name of Subcontractor/Supplier) (Name of Subcontractor/Supplier)

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

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

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

Prime/General Contractor:

Signature of Company Representative _____

Title: _____ Date: _____

Federal Tax ID#: _____

Subcontractor/Supplier:

Signature of Company Representative _____

Title: _____ Date: _____

Federal Tax ID#: _____

Contract Compliance ___ Approved ___ Denied
Signature: _____

**NOTICE
CITY OF CINCINNATI
Finance Department
801 Central Avenue, Suite 250
Cincinnati, Ohio 45202**

**REQUEST FOR QUALIFICATIONS
FOR GENERAL ARCHITECTURAL AND ENGINEERING SERVICES**

SCOPE OF SERVICES

The City of Cincinnati, Ohio, Finance Department in conjunction with the Department of Transportation and Engineering (DOTE) are requesting qualifications from Engineering, Architectural, Surveying and Mapping, Graphic Design, Construction Management, Landscape Architecture, Urban Design, and Temporary Professional Staffing Services, hereinafter referred to as "Consultants," for providing services from April 1, 2012 through March 31, 2015. All contracts for these services will be administered by the Department of Transportation and Engineering (DOTE). There is no guarantee of work even if a contract for services is signed.

Contracts will be awarded for work under 18 disciplines, including Federally Funded Planning and Engineering. The city will retain a maximum number of consultants, per discipline.
(See Request for Proposal for full description of Scope of Services)

RFQ Submissions

Written, sealed Statements of Qualifications must be submitted no later than September 8, 2011 (12:00 P.M. EST). Offerors should submit four (4) bound copies, and one (1) complete digital copy on a CD for each discipline applied for of the complete Statement of Qualifications documents with all appropriate items and questions documented. **All Statements of Qualifications must be complete and include the signature of an Offeror's representative authorized to bind the company.**

The Offeror assumes the responsibility for all costs incurred in responding to this RFQ. It is understood and agreed that the City of Cincinnati assumes no liability for the Offeror's costs incurred in responding to this RFQ.

Person to whom to obtain information and submit the proposal: Interested Offerors must direct questions to and submit their proposals to:

**City of Cincinnati
Division of Purchasing
Two Centennial Plaza
801 Central Avenue, Suite 234
Cincinnati, Ohio 45202-1947**

Included in the RFQ should be the name, address, and telephone number of the responsible person.

All Offerors will be subject to the provisions in the City of Cincinnati Municipal Code regarding the Equal Employment Opportunity Program contained in Chapter 325 (Ordinance 331-1999) of the Cincinnati Municipal Code and the Small Business Enterprise Program contained in Chapter 323 (Ordinance 335-1999) of the Cincinnati Municipal Code, and any applicable amendments thereto. More detailed information on these programs may be obtained by contacting the Office of Contract Compliance, 805 Central Avenue, Two Centennial Plaza, Suite 700, Cincinnati, Ohio, 45202, telephone (513) 352-3144.

This is only a notice. Copies of the complete Request for Qualifications can be obtained by going to <http://vss.cincinnati-oh.gov/webapp/VSSPROD/Advantage> or from the City of Cincinnati Purchasing Division, 805 Central Avenue, Cincinnati, Ohio 45202-1972, (513)352-3209.

The Deadline for responding to this RFQ and for submitting all related materials is:

**September 8, 2011 (12:00 P.M. EST)
Late submittals will not be accepted.**