

SECTION 2: FORMS

BIDDER INSTRUCTIONS:

1. Printout Bid Bond Form and Forms and fill out all sections completely.
2. Upload completed forms as an attachment to the bid.

BIDS WILL BE CONSIDERED NON-RESPONSIVE IF ALL REQUIRED FORMS ARE NOT SUBMITTED

BIDDERS NOTE:

This is an Online Bid, The Bid Surety Form is required with your bid. You may submit a electronic copy of the Bid Surety Form with your bid as an attachment.

**MINORITY AND WOMEN BUSINESS PROGRAM
SUBCONTRACTOR UTILIZATION PLAN**

**MBE AND WBE PARTICIPATION
COMMITMENT FORMS**

Name of Bidder (Proposer) _____

Address _____

Contracting Agency: _____

Contract (Project) Title: _____

Contract Number or Bid Reference Number: _____

Bid Due Date: _____

The MBE goal is _____ % The WBE goal is _____ %

**THIS PACKAGE OF MBE AND WBE PARTICIPATION
COMMITMENT FORMS IS DUE WITH THE BID.**

FOR MORE INFORMATION OR ASSISTANCE WITH THESE FORMS,
CONTACT:

Department of Economic Inclusion
Two Centennial Plaza, Suite 610
805 Central Avenue
Cincinnati, Ohio 45202
(513) 352-3144

PART A: INSTRUCTIONS

The requirements of C.M.C. 324 – Minority and Women’s Business Program are a part of this contract and are incorporated by reference. THE FAILURE OF ANY BIDDER, CONTRACTOR OR SUBCONTRACTOR TO COMPLY WITH C.M.C. 324 AND THE IMPLEMENTING REGULATIONS SHALL BE A BREACH OF CONTRACT.

Highlights of the City’s MBE/WBE program are noted below. A complete copy of C.M.C 324 and the implementing regulations are available on the website at: www.cincinnati-oh.gov/inclusion or at the Department of Economic Inclusion.

1. BID REQUIREMENTS

Bid must include a commitment to utilize MBEs and WBEs at a percentage that equals or exceeds the contract goals indicated in the contract specifications. Bidder must submit the following completed documents WITH THE BID:

| | |
|--------------------------|---|
| Form 2003M/WBE: | Subcontractor M/WBE Utilization Plan |
| Form 2004-1M/WBE: | Statement of Intent to Self-Perform |
| Form 2004M/WBE: | Statement of Intent to Utilize Firms |
| Part B: | MBE/WBE Participation Affidavit |
| Part C: | MBE/WBE Participation Waiver Request (to be completed and submitted by Bidder if unable to meet the participation goals) |

Any bid that does not include signed Statement of Intent Form(s) and the MBE/WBE Participation Affidavit is non-responsive and will be rejected.

Bidder must keep a record of its efforts to obtain MBE and WBE participation.

The following form is not required to be submitted with the bid. It may be required by the City of the successful bidder at a later time.

| | |
|------------------------|-----------------------------------|
| Form 2006M/WBE: | Subcontractor Substitution |
|------------------------|-----------------------------------|

2. VERIFYING CERTIFICATION

Bidder is responsible for verifying that each MBE and WBE to be used on a contract is certified by the Department of Economic Inclusion (DEI) at bid opening. The MBEs and WBEs named must be certified to provide the services that they are listed to perform, and the services must be required as part of the work on this contract. A directory of certified MBEs and WBEs is available online at <https://cincinnati.diversitycompliance.com> or at the offices of DEI.

3. COUNTING MBE AND WBE PARTICIPATION

a) Participation of M/WBE's

A business enterprise that is certified as both an MBE and WBE (M/WBE) may not be counted toward both the MBE and WBE goals for the same project. The bidder must select the goal to which the business enterprise is to be counted. (C.M.C 324-17(a))

b) Credit for Self-Performance

A bidder that is an MBE or WBE may count up to 100% of the dollar value of the work it intends to perform with its own forces toward the applicable MBE or WBE goal. **Intentions to count self-performance toward the MBE or WBE goal must be indicated on Form 2004-1M/WBE: Statement of Intent to Self-Perform.**

c) Commercially Useful Function

The bidder may count toward the contract goals only expenditures to MBEs and WBEs that perform a commercially useful function in the execution of the contract. Commercially useful function means the performance of real and distinct work for which the business enterprise has the skill, expertise and actual responsibility to perform, manage and supervise.

d) Joint Ventures

A bidder may count toward the contract goal the portion of its expenditure to a joint venture that is equal to the percentage of the MBE or WBE participation in the joint venture. The MBE or WBE member of the joint venture must have an interest in the control, management, risks and operation of the joint venture commensurate with the member's percentage of ownership. The MBE or WBE member of the joint venture must be responsible for a clearly defined portion of the work to be performed, equal to its share in the ownership, control and management of the joint venture.

e) Subcontracting by MBE or WBE

A bidder may not count toward its contract goal any agreement with a certified MBE or WBE subcontractor who intends to subcontract more than 10% of the dollar amount of the services to be performed under its agreement with the bidder. This restriction does not apply to MBE's or WBE's contracts for the purchase of materials, equipment or supplies that are incidental to the performance of services under its agreement with the bidder.

f) Manufacturers and Suppliers

Manufacturers – A bidder may count toward the contract goal its entire expenditure to a certified MBE or WBE that manufactures the goods supplied.

Supplier/Wholesaler – **Only 25% of the payment to a certified MBE or WBE supplier that is a wholesaler warehousing the goods supplied can be counted toward the contract goal.**

g) Insurance Companies and Travel Agents

A bidder may count toward the contract goals only the fees or commissions charged by an MBE or WBE insurance company or travel agent

h) Financial Institutions

A bidder may count toward the contract goals only the fees charged and earned by an MBE or WBE financial institution.

i) Non Affiliation

A bidder may not use an MBE or WBE to meet a contract goal if the bidder has a financial interest in, has an interest in the ownership or control of, or is significantly involved in the operation of the MBE or WBE.

4. WAIVER REQUESTS

If a bidder is unable to comply with a contract goal, the bidder may submit a waiver request with the bid. The waiver request must be made on the MBE/WBE Participation Waiver Request Form. A waiver will not be granted unless the waiver request includes documentation that demonstrates good faith efforts to meet the goals.

5. SUBSTITUTION OF MBE OR WBE

The Department of Economic Inclusion must approve substitution of an MBE or WBE specified at bid opening. Any unjustified failure to comply with this requirement is a material breach of contract. Subcontractor substitution requests must be made on Form 2006M/WBE.



**City of Cincinnati
SUBCONTRACTOR M/WBE UTILIZATION PLAN
Bid Reference No. 161C909037**

Form 2003-1M/WBE

(SUBMIT WITH
BID/PROPOSAL)

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

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

THE ABOVE NAMED COMPANY PROPOSES TO USE THE SERVICES OF THE FOLLOWING LISTED FIRM(S) DEMONSTRATING SUFFICIENCY TO MEET OR EXCEED THE 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/M/WBE REVIEW PURPOSES.

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

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

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



City of Cincinnati
SUBCONTRACTOR APPROVAL REQUEST
 Statement of Intent to Utilize Firms
Bid Reference No. 161C909037

FORM 2004M/WBE
 Revised 08/07/15

THIS DOCUMENT MUST BE ACCURATELY COMPLETED, SIGNED AND SUBMITTED WITH THE BID OR PROPOSAL INFORMATION RECORDED HEREIN WILL BE INCORPORATED IN THE AWARDEES' CONTRACT.

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

SUBCONTRACTOR

| SUBCONTRACTOR Zip Code | Federal Tax ID | Address | | | |
|----------------------------|---------------------|--|---------------------------|----------------------|--|
| Authorized Representative | Title | Phone No. | Fax No. | | |
| E-Mail Address | | Is MBE or WBE certified by 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 |
| Contract Administering Agency | DATE |
| Inclusion Manager | DATE |
| Director of Economic Inclusion | DATE |



City of Cincinnati
SUBCONTRACTOR APPROVAL REQUEST
Statement of Intent to Self-Perform
Bid Reference No. 161C909037

FORM 2004-1M/WBE
 Revised 08/07/15

THIS DOCUMENT MUST BE ACCURATELY COMPLETED, SIGNED AND SUBMITTED WITH THE BID OR PROPOSAL INFORMATION RECORDED HEREIN WILL BE INCORPORATED IN THE AWARDEES' CONTRACT.

| | | | |
|--|----------------|-----------|----------|
| PROJECT NAME | CONTRACT NO. | | |
| Self- Performance to be counted toward the MBE _____ or WBE _____ goal. (<i>Check One</i>) | | | |
| Requesting Contractor | Federal Tax ID | Address | Zip Code |
| Authorized Representative | Title | Phone No. | |
| Prime Contractor E-Mail Address | | | |

| ITEM NUMBER | DESCRIPTION OF WORK | SUBCONTRACT'S CONTRACT AMOUNT \$ | % OF TOTAL CONTRACT PRICE | ESTIMATED START DATE | COMPLETION DATE |
|----------------------------|---------------------|----------------------------------|---------------------------|----------------------|-----------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| Total Value of Work | | | | | |

SIGNATURES

| | |
|--------------------------------|------|
| Contract Administering Agency | DATE |
| Specialist Initial | DATE |
| Director of Economic Inclusion | DATE |

PART B: MBE/WBE PARTICIPATION AFFIDAVIT

The Undersigned authorized representative of Contractor does hereby make the following Affidavit: Contractor has read the Bidder Information and Instructions regarding the MBE/WBE Program. Contractor acknowledges the MBE goal of ____% and the WBE goal of ____% for this contract. Contractor has achieved the following participation:

MBE-\$_____ or _____% and WBE-\$_____ or _____%

of the total contract amount which is \$_____.

My firm has made good faith efforts to achieve the MBE and WBE participation goals for this contract. I understand that, if awarded the contract, my firm must submit to the Department of Economic Inclusion (DEI) copies of all executed agreements with the MBE and WBE firms being utilized to achieve the participation goals and other requirements of C.M.C. 324. I understand that these documents must be submitted prior to the issuance of a notice to proceed.

I understand that, if awarded the contract, my firm must submit to the DEI canceled checks and any other documentation and reports required by DEI verifying payments to the MBE and WBE firms utilized on the contract.

I understand that, if awarded this contract and I find that I am unable to utilize the MBEs or WBEs identified in my Statements of Intent, I must substitute other certified MBE and WBE firms to meet the participation goals. I understand that I may not make a substitution until I have obtained the written approval of DEI.

I understand that, if awarded this contract, authorized representatives of the DEI may examine, from time to time, the books, records and files of my firm to the extent that such material is relevant to a determination of whether my firm is complying with the MBE and WBE participation requirements of this contract.

I do solemnly declare and affirm under the penalty of perjury that the contents of the foregoing Affidavit are true and correct to the best of my knowledge, information and belief.

Contractor Company Name

Signature

Address

Print Name and Title

Sworn and subscribed before me this ____ day of _____, in the year _____.

Notary Public

PART C: MBE/WBE PARTICIPATION WAIVER REQUEST FORM

Name of Bidder (Proposer) _____

Address _____

Contracting Agency: _____

Contract (Project) Number and Title: _____

Bid Due Date: _____

Goals on this contract.....MBE: _____% **and** WBE: _____%

I have achieved.....MBE: _____% **and** WBE: _____%

I have contacted DEI for assistance: _____ Yes _____ No *(Check One)*

Number of MBE firms contacted: _____ *(Attach a list of names.)*

Number of WBE firms contacted: _____ *(Attach a list of names.)*

Explain why waiver is being requested:

Attach documentation of your good faith efforts to secure, contact and negotiate with MBEs and WBEs, including:

- (1) The reasons your company is unable to secure sufficient MBE/WBE participation to meet the stated goals
- (2) The efforts made by your company to select portions of the contract to be performed by MBEs and WBEs
- (3) For each MBE or WBE that placed a bid that you consider to be unacceptable, a statement that explains the basis for that conclusion

Signature of Authorized Company Representative

Date

SECTION 00 73 49

LOCAL HIRING GUIDELINES

PART 1 - GENERAL

1.01 Section Includes

- A. Definitions.

1.02 Related Sections

- A. None.

1.03 Definitions

- A. Apprenticeship Hours - The total hours worked on a construction contract by apprentices that are in a bona fide apprenticeship training program that is certified by the United States Department of Labor, Bureau of Apprenticeship and Training. Apprenticeship Hours excludes the number of hours of work performed by non-Ohio residents.
- B. Construction Worker Hours - The total hours worked on the Project by skilled and unskilled construction trade workers, whether those workers are employed by the Contractor or any Subcontractor. Construction Worker Hours excludes the number of hours of work performed by non-Ohio residents.
- C. Disadvantaged Worker – A worker for the Contractor or Subcontractor that meets one of the following criteria:
 - 1. A Local Resident who when first employed by Contractor, is a member of a family having a total income equal to or less than the Public Housing Very Low-Income limit established by the United States Department of Housing and Urban Development. Very Low-Income families are defined as families whose incomes do not exceed 50% of the median family income for the area in which they reside. A local resident who is not a member of a family shall be considered as a one-person family for this purpose.
 - 2. A Local Resident who resides in a census block group which is located in whole or in part within Hamilton County, Ohio, and which is identified by the American Community Survey as having (i) unemployment equal to 16.78% or above, or (ii) poverty equal to 30.26% or above.
- D. Local Resident - Any person domiciled within the boundaries of Hamilton County, Ohio seven (7) days prior to that person commencing work on the Project. Domicile is an individual's one and only, true, fixed and permanent home and principal establishment.
- E. Non-Covered Project - Any agreement whereby the City, water works, the Metropolitan Sewer District, or the stormwater management utility is committed to

expend, or does expend funds, or other resources, or federal grant opportunities, in an amount less than \$400,000, for the erection, rehabilitation, improvement, alteration, conversion, extension, demolition or repair of improvements to sewers and sewerage treatment facilities of the Metropolitan Sewer District, stormwater management utility or to facilities used by the water works in the provision of water service, and includes the supervision, inspection, and other on-site functions incidental to construction, but does not include professional services

- F. Project Labor Agreement – A pre-hire collective bargaining agreement with one or more labor organizations that establishes the terms and conditions of employment for the Project.
- G. Skilled and Unskilled Construction Trade Worker - Any person employed as a work site foreman or journeyworker, including technical engineers, apprentices, construction trainees and elevator construction helpers, or an apprentice who is in a bona fide apprenticeship training program that is certified by the United States Department of Labor, Bureau of Apprenticeship and Training. Salaried superintendents are excluded from this definition.

PART 2 – PRODUCTS

NOT USED

PART 3 - EXECUTION

3.01 Local Hiring Guidelines

- A. Where not otherwise prohibited by federal, state, or local law or the terms of federal or state grants, a minimum percentage of 30% of all Construction Worker Hours within each trade on the Project, as specified in the bid documents, shall be performed by Local Residents, with no less than 20% of all Construction Worker Hours within each trade on the Project performed by Disadvantaged Workers. Contractor must achieve these goals or secure a reduction or conditional waiver from the City pursuant to Specification Section 3.03.
- B. The percentage levels set forth in Section 3.01.A of this specification are intended as minimum requirements for use of Local Residents and Disadvantaged Workers on the Project and shall not be construed as limiting the use of Local Residents and Disadvantaged Workers beyond the percentage levels set forth in Section 3.01.A.
- C. Work hours performed by non-Ohio residents shall not be included in the calculation of the number of Construction Worker Hours to which this chapter applies.

D. REFERRAL SOURCES

1. The Office of Workforce and Business Development (OWBD) administers the Local Hire Guidelines. OWBD is a resource for

Contractor and Subcontractors to use to comply with the Local Hiring Guidelines under the Policy. OWBD's administration of the Local Hiring Guidelines has two main goals:

- a. Assist contractors and subcontractors in meeting Contractor's Local Hiring Goals under the Guidelines through referrals of qualified journey-level, apprentice, and pre-apprentice local residents.
 - b. Promote training and employment opportunities for disadvantaged workers of all ethnic groups and genders in the construction work force.
2. Where Contractor's or its Subcontractors' preferred or preexisting hiring or staffing procedures for a Covered Project do not enable Contractor to satisfy the Local Hiring Guidelines, the Contractor or Subcontractor shall use other procedures to identify and retain Local Resident Workers, including the following:
- a. Requesting referrals from OWBD, with qualifications described in the request limited to skills directly related to performance of job duties.
 - b. Consider Local Resident Workers who are referred by OWBD within three business days of the request and who meet the qualifications described in the request. Such consideration shall include in-person interviews.
3. When Contractor or Subcontractor has taken the referral steps described in 3.01D, above, and a Targeted Worker is not available, Contractor may request a conditional waiver from local hiring requirements as described in 3.03, below.

3.02 Employment of Apprentices

- A. With its Bid, Contractor shall submit a fully executed Exhibit F – Apprenticeship Certifications.
- B. Twenty percent of the total hours worked on the Project shall be performed by apprentices. For purposes of Specification Section 00 73 49 – 3.02.B, the total hours worked on the Project shall be the sum of the total number of hours worked by apprentices on the Project plus the total number of hours worked by journeypersons on the Project. Further, the number of hours to be worked by apprentices on the Project shall be calculated as follows:

Required number of hours to be worked by apprentices =
[20% (Total number of hours worked by all apprentices on the
Project + Total number of hours worked by all journeypersons
on the Project)]

In addition, at least 50% of the Apprenticeship Hours on the Project shall be performed by Local Residents.

- C. All employees of Contractor and its Subcontractor(s) who will be working on the Project have met the following criteria:
 - 1. Have completed an apprenticeship program approved by the Ohio State Apprenticeship Council and/or the United States Department of Labor in the skilled trade for work in which he/she is performing as a journeyworker; or
 - 2. Are currently enrolled in an apprenticeship program registered through the Ohio State Apprenticeship Council. The apprenticeship program must have graduated apprentices annually for at least the past five (5) years.
- D. Contractor shall maintain all records documenting compliance with the apprenticeship requirements of this section.

3.03 Reduction and Conditional Waivers

A. Reduction.

- 1. The employment of the minimum percentage of Local Residents and/or Disadvantaged Workers may be reduced during bidding and/or during construction when a Bidder or Contractor can demonstrate the high impracticality of compliance with the Local Hiring Guidelines on the Project.
- 2. As a condition precedent to request a reduction in the minimum percentage of Local Residents and/or Disadvantaged Workers on a Project, Bidder or Contractor shall timely submit to the City the Reduction and Conditional Waiver form attached at Exhibit E.
- 3. Upon receipt of a request for reduction submitted on the Reduction and Conditional Waiver Form, the City will evaluate whether a Bidder or Contractor has made efforts to the greatest extent feasible to comply with the requirements of the percentages required in this Specification Section.
- 4. At the City's sole discretion, a request for a reduction may be deemed appropriate if the City determines that a Bidder or Contractor has unsuccessfully solicited a sufficient number of Local Residents and/or Disadvantaged Workers for one or more trades to perform the work on the Project and has documented such efforts to the satisfaction of the City. If a reduction is granted prior to the bid opening, the City will issue an addendum reducing the applicable percentage for the Project.

- B. Conditional Waivers. Contractor and Subcontractor(s) may apply for a conditional waiver from the Local Hiring Guidelines after execution of the Contract for the

Project. Contractor and Subcontractor(s) may request a conditional waiver by submitting a Reduction and Conditional Waiver form, attached at Exhibit E to this Specification Section. A conditional waiver may be issued by the City if Contractor or Subcontractors comply with the requirements of one or more of the following pipeline and retention compliance mechanisms:

1. Specialized Trades.
 - a. OWBD has published a list of trades designated as “Specialized Trades” for which the Local Hiring Guidelines will not apply. The list is available at the Office of Workforce and Business Development. Contractor and its Subcontractors shall report to OWBD the project work hours utilized in each designated Specialized Trade and in each OWBD - approved project-specific Specialized Trade.
 - b. Contractor and Subcontractor(s) may request a conditional waiver from the requirements of this Specification, including Section 3.01, for trades that are designated by the City as Specialized Trades.
 - c. Contractor and Subcontractor(s) shall provide a written report to the City that identifies the work hours utilized on the Project for Specialized Trades.
2. Credit for Hiring on Non-Covered Projects.
 - a. Contractor and Subcontractor(s) may accumulate credit hours for hiring Local Residents and/or Disadvantaged Workers on Non-Covered Projects throughout the City and Hamilton County and apply those credit hours to the Contract to meet the applicable minimum mandatory hiring requirements set forth in this specification section.
 - b. The credit hours must be worked between the Date of Commencement and Final Completion of the Project.
 - c. For hours performed by Local Residents and/or Disadvantaged Workers on Non-Covered Projects, the hours shall be credited toward the Local Hiring Guidelines for this Contract provided that:
 - i. The Local Resident and Disadvantaged Workers are paid the prevailing wages for work on the Non-Covered Projects; and
 - ii. For Non-Covered Projects, the number of hours to be credited for the Non-Covered Project exceed one-half of the number of hours that would be required if the project were a Covered Project.
 - d. Contractor shall provide a report and documentation, in a format acceptable to the City, on a monthly basis documenting the hours from non-covered projects, for which the Contractor is seeking credit. At a minimum, the report shall list the name of the non-covered project

the name of each employee, the number of hours worked by each employee and the rate paid to each employee.

3. Sponsoring Apprentices.
 - a. Before the Date of Commencement on the Project, Contractor and Subcontractor(s) may avoid the assessment of penalties under Section 3.06 of this specification section for failing to meet the requirements of the Local Hiring Guidelines included herein by agreeing to sponsor a specified number of new apprentices in trades in which noncompliance is likely and retaining those apprentices for the entire Contract Time.
 - b. The number of apprentices Contractor and Subcontractor(s) may agree to sponsor under this section shall be determined by the City and must exceed the minimum percentage of apprentices required to be employed under Section 3.02 of this specification. In Exhibit E, Contractor shall propose the number of new apprentices to be sponsored per trade. The City will review and evaluate the number of new apprentices Contractor has proposed to sponsor and determine if the proposed number of new apprentices to be sponsored is adequate for the Project. If the number of new apprentices that the Contractor proposes to sponsor is determined by the City to not be adequate, the City will provide the number of new apprentices that the Contractor shall sponsor by trade.
 - c. Before a conditional waiver is granted under this Section 3.03.B.3, the City must make a project-specific determination that compliance with the Local Hiring Guidelines of Section 3.01 of this specification would be impractical for Contractor or Subcontractor(s), and provide for a reduction as specified in Section 3.03.A of this specification section.
 - d. Contractor shall provide documentation, for Contractor and all Subcontractors, showing that they hired and retained apprentices as required under this section.
4. Direct Entry Agreements. The City may negotiate and enter into direct entry agreements with apprenticeship programs that are registered with the City, and if the City is successful in such negotiations, Contractor and Subcontractor(s) may avoid assessments of penalties by hiring and retaining apprentices who are enrolled through such direct entry agreements, as provided for in Section 3.03.B.3 of this specification section, in accordance with the requirements established by the City.

3.04 Contractor Obligations

- A. For covered projects where Bidder's Bid is in excess of \$1,000,000, Contractors shall submit a Local Hire Action Plan form to the City with the Bid Submittal

Documents for the Project. The Local Hire Action Plan form is attached as Exhibit A to this Specification Section.

- B. Contractor shall keep records of the Local Hiring Guidelines under this specification. The Contractor shall provide the following reports to the City:
 - 1. Local Resident Workforce Table - Prior to commencement of Work, Contractor and all Subcontractors shall complete and submit to the City a Local Resident Workforce Table, attached as Exhibit B to this specification section. The Contractor and all Subcontractors shall revise the Workforce Table each month with Contractor's application for payment, or as required by the City.
 - 2. Local Resident and Disadvantaged Worker Certification - For all Local Residents and/or Disadvantaged Workers on the Project, Contractor shall provide to the City a properly completed Local Resident and Disadvantaged Worker Certification form, which is attached as Exhibit C to this specification section. This form shall be completed and provided to the City within thirty (30) calendar days of the first day that the Local Resident and/or Disadvantaged Worker performs work on the Project.
 - 3. Local Hire Summary Report – Contractor shall submit to the City a Local Hire Summary Report each month with Contractor's application for payment, or as required by the City. A copy of the Local Hire Summary Report is attached at Exhibit D to this specification section. Contractor shall be responsible for providing a Local Hire Summary Report for each Subcontractor.
- C. Contractor may use any resource as necessary to attain the local workforce participation goals required for the Project. Resources include but are not limited to: (i) union hiring halls; (ii) SuperJobs Center; (iii) the Metropolitan Sewer District Central Workforce Databank.
- D. Contractor and Subcontractor(s) of all tiers shall comply with the requirements of this specification section. Contractor shall include language in all subcontracts requiring the subcontractor(s) to comply with the requirements of this specification section. A copy of all subcontracts shall be submitted to the City before the Subcontractor performs any work on the Project.
- E. Nothing in this specification section is intended to limit the Contractor's or Subcontractor's ability to assess qualifications of prospective workers or to make final hiring and/or retention decisions.

3.05 Monitoring and Reporting

- A. Contractor shall maintain all records documenting that Local Residents and Disadvantaged Workers are employed in performance of Work on the Project.
- B. Contractor and Subcontractor(s) shall maintain copies of personnel documents establishing every Local Resident employee's record of residence and provide access, upon request, to the City for inspection and copying.

- C. Contractor shall designate a principal officer of its firm to be responsible for administering the Local Resident and Disadvantaged Worker requirements for the Contractor and Subcontractor(s) pursuant to the requirements detailed in this specification section. This officer shall meet regularly, or as may be required, with the City to ensure compliance with the Local Resident and Disadvantaged Worker requirements set forth herein. The Contractor shall have primary responsibility for meeting established goals. Each month, the Contractor shall submit certified payroll reports to the City on the form required by the City. The hire date for an employee shall be included after the employee's name the first time an employee's name appears on a payroll.
- D. Contractor shall provide full access to the Contractor's and Subcontractor's employment records documenting information that relates to the requirements of this specification section to the City, the chief of police of the City of Cincinnati, or any duly authorized representative thereof. The Contractor and Subcontractor(s) shall maintain all relevant personnel data in records for a period of at least three (3) years after Final Completion of work. Upon the City's sole discretion, this retention period may be extended in writing by the City.
- E. The City may require affidavits and other supporting documentation from the Contractor and/or Subcontractor(s) to verify or clarify that an employee is a Local Resident or Disadvantaged Worker.

3.06 Violation and Damages

- A. Upon Final Completion of the Project, if the City determines that Contractor has failed to fulfill the requirements contained in this specification section, including but not limited to Section 3.01, concerning Construction Worker Hours performed by Local Residents or Disadvantaged Workers, or has failed to submit any reports required by this specification section, the City is deemed to have been damaged. Good faith efforts on the part of Contractor or its Subcontractor(s) to provide employment to Local Residents shall not suffice to replace the actual, verified achievement of the requirements contained herein.
- B. If Contractor breaches the requirements of this specification section by failing to meet the Local Resident Construction Worker Hours, as defined in Section 3.01 herein, Contractor shall pay the City damages in the amount equal to the journeyworker or apprentice prevailing wage rate for the primary trade used by the Contractor, as determined by the City, for each hour Contractor fell short of the requirements of Section 3.01 of this specification section. If Contractor does not achieve the Disadvantaged Workers requirements in this specification section, including Section 3.01 of this specification, Contractor shall pay the City damages in the amount equal to the journeyworker or apprentice prevailing wage rate for the primary trade used by the Contractor, as determined by the City, for each hour Contractor fell short of the requirements of Section 3.01 of this specification section.
- C. Failure to submit, or knowing falsification of, the reports required in this specification is a material breach of the Contract and subject to assessment of the maximum damages provided in Section 3.06.B of this specification section,

and the damages shall be calculated as if no Local Residents were employed on the Project.

- D. Contractor shall not knowingly falsify any required reports, statements or payroll certifications. If Contractor knowingly falsifies reports, statements or the certifications of payroll data, Contractor will be guilty of a misdemeanor of the first degree and shall be liable for the civil fine specified in Section 1501-99 of the City of Cincinnati Municipal Code for a Class E1 Civil Offense. If Contractor is convicted under this division, Contractor will be barred from contracting with the City on any construction project subject to this specification section for a period of five (5) years.
- E. The imposition of any penalty or fine under this section shall not preclude the City from exercising any other rights or remedies to which it is entitled.
- F. No person shall knowingly supply false information to establish that the person is a Local Resident or Disadvantaged Worker for purposes of this specification. Any person who knowingly supplies false information to establish that he or she is a Local Resident or Disadvantaged Worker is guilty of a misdemeanor of the first degree. Upon conviction, such person shall be barred from employment on any construction project subject to this specification for a period of five (5) years.

3.07 Appeal

- A. Noncompliance. Upon a determination of noncompliance with the requirements of this specification section, the City shall notify Contractor in writing by certified mail, setting forth the reasons for the determination of noncompliance.
- B. Time for Filing Notice of Appeal. Contractor may appeal a determination by the City of noncompliance and any penalty assessed by filing a notice of appeal with the City in writing within seven (7) days of receipt of the notice of the determination of noncompliance.
- C. Notice of Hearing Date and Hearing. Upon receipt of the notice of appeal from Contractor by the City, the City, within three (3) working days of receipt of the notice, shall forward notice to the Contract Compliance Advisory Board.
- D. Contract Compliance Advisory Board. The Contract Compliance Advisory Board shall set a hearing date not more than twenty-eight (28) days from the date of receipt of the notice from the City. The Contract Compliance Advisory Board shall cause notice of the hearing to be served upon all parties, by certified mail. Such notice shall set forth with particularity the charges filed and shall include the hearing date, time, and place. At the hearing, all parties shall be provided a fair and impartial hearing and shall be allowed to produce any and all evidence in its possession concerning the determination of noncompliance with the requirements of this specification section.
- E. Decision. The Contract Compliance Advisory Board shall, within seven (7) days of the conclusion of the hearing, make a written recommendation to the City Manager or the City Manager's designee on the appeal, which

recommendation shall affirm, modify, or reverse the determination of noncompliance by the City. The Contract Compliance Advisory Board shall decide whether the determination of noncompliance being appealed was in accordance with the law before penalties are imposed. If the City Manager finds for Contractor, Contractor shall be found in compliance with the requirements of this specification. The decision of the City Manager or the City Manager's designee shall be final, subject to the right of further administrative appeal as provided by law.

- F. Notice of Decision. The City Manager shall issue written notice of the decision on the appeal to all parties after receiving the recommendation of the Contract Compliance Advisory Board. The notice of the decision shall be sent to all parties by certified mail and shall set forth the reasons for the decision.

EXHIBIT A
MSDGC/GCWW/SMU Local Hire Action Plan

Local Hire Action Plan Submission

The Local Hire Action Plan is a requirement for contracting opportunities with MSD/GCWW/SMU. The Local Hire Action Plan must indicate/describe Contractor's strategies for complying with the Local Hiring Guidelines included in the Contract Documents. *The Local Hire Action Plan shall be submitted with the Bid Submittal Documents for projects where the Bid amount is in excess of \$1M. The failure to submit the Local Hire Action Plan with the Bid Submittal Documents, as required, may result in a determination that the bid is not the lowest and best bid.*

Contractor shall review the Local Hire Action Plan information attached. *All Sections shall be completed and signed.* Contractor shall address each question and check the appropriate boxes in regards to how Contractor will comply with the Local Hiring Guidelines included in the Contract Documents.

Contractor shall identify individual(s) responsible for planning, implementing and tracking the Projects' Local Hire employment and/or contracting goals:

Name(s): _____

Title(s): _____

Contact Information (include phone and email): _____

In accordance with the Contract Documents, one of the above-identified individuals shall be a principal officer of the Contractor and be responsible for administering the Local Hiring and Disadvantaged Worker Guidelines for the Contractor and all Subcontractors for the Project.

Local Hire Hiring Opportunity Strategies

The Local Hire Action Plan is subject to audit at anytime from the execution of the Contract through Final Completion of the Project, by the City and/or its representatives.

Contractor shall check () any and all efforts from the below mentioned categories that Contractor will utilize to recruit, solicit, encourage, facilitate and hire Local Hire Residents. **Some of the items will be mandatory as indicated with **.**

- **Commit that Contractor and all Subcontractors shall comply with all of the Local Hiring Guidelines included in the Contract Documents, including, but not limited to the requirement to either have 30% to 40% of all Construction Worker Hours, as defined in the Contract Documents, performed by Local Residents or properly secure an reduction or conditional waiver from the City in accordance with the requirements of the Contract Documents.
- **Contact the Office of Workforce and Business Development (OWBD) regarding new hiring and training opportunities.

- **Provide the MSD/GCWW/SMU Local Hire Compliance Coordinator with a monthly report listing all hiring opportunities.
- **Post notice (placards) at the worksite where the work is being performed, indicating any new hiring opportunities
- Facilitate or co-facilitate Hiring Halls within close proximity to where the work is being done for Local Hire Residents.
- Contact/Meet with Community Based Organizations informing them of new training and hiring opportunities.
- Advertise new training and hiring opportunities in community and diversity newspapers/websites.
- Sponsor or participate in job informational meetings or job fairs in the neighborhood or service area of the Local Hire covered project.
- Establish an internal training program (pre-apprenticeship) that is consistent with United States Department of Labor requirements to provide Local Hire Residents with the opportunity to learn skills and job requirements.
- Distribute flyers to MSD/GCWW/SMU owned sites indicating the number and types of jobs that will be offered with contact information.
- Maintain a file of eligible qualified Local Hire Residents for future employment opportunities.
- Incorporate into contract (after selection of bidders but prior to the execution of contracts), a negotiated provision for a specific number of Local Hire Residents to be trained and/or employed during the contract.
- Other:

Print name: _____

Signature: _____ Date: _____

EXHIBIT B LOCAL RESIDENT “WORKFORCE TABLE” INSTRUCTIONS

This form shall be completed by Contractor and all Subcontractors working on the Project. The Local Hire Workforce Table shall be submitted in accordance with the Contract Documents or as requested by the City. Contractor is responsible for obtaining and providing to the City Local Hire Workforce Tables from all subcontractors, consultants, etc. on the Project.

LOCAL RESIDENTS

A Local Hire permanent fixed resident domiciled within the boundaries of Hamilton County who is also a Disadvantaged Worker means a local resident who meets the very low income limit established by the United States Department of Housing and Urban Development, or Disadvantaged Worker may also mean a local resident who resides in a census block group within Hamilton County who has unemployment equal to 16.78% or above, or poverty equal to 30.36% or above, as established by the American Community Survey. The maximum income for each household size is shown in this chart:

| # of Persons in Household | Gross Household Income Max. |
|---------------------------|-----------------------------|
| 1 Person | \$24,050 |
| 2 Persons | \$27,500 |
| 3 Persons | \$30,950 |
| 4 Persons | \$34,350 |
| 5 Persons | \$37,100 |
| 6 Persons | \$39,850 |
| 7 Persons | \$42,600 |
| 8 Persons | \$45,350 |

Local hire requires that a specific percentage of the hours worked in each trade be performed by local residents. Trades to which the local hire requirements apply include construction-related jobs performed by skilled and unskilled construction trade workers, including work site foremen, journeyworkers, technical engineers, apprentices, construction trainees and elevator construction helpers, but not including salaried superintendents.

How to determine disadvantaged status?

Businesses can determine if an employee is eligible for disadvantaged status by determining if their income meets the guidelines above, and/or if they reside in an applicable census block group. Employers can determine which census tract and block group an employee’s residence is located in by typing in the address at the following link:

<http://factfinder2.census.gov>. On the upper right side of the page, click on “Address Search.”

There may be a page that pops up that requires you to select your search criteria. If you are prompted to select a search criteria, click on Geographies. After you type in the street address, a Geography Results table will appear. Look down and find the row that says “Block.” That will list the census tract and block group number for the address entered.

Once you obtain the census block group number click on

http://msdgc.org/downloads/about_msd/capital_improvement_program/workforce_development/local_hiring_guidelines_survey_rates.xlsx, to view the *Local Hiring Guidelines American Community Survey Poverty and Unemployment Rates by Census Block Group (00041099)* to determine the poverty and unemployment rates for the person.

The “Census Finder Instructions How to Determine Disadvantaged Status” presentation is available on the website.

How can businesses find local residents?

Businesses may recruit utilizing a local employment referral source, such as contacting resident organizations, local community development and employment agencies to find potential workers.

Local Hire “Workforce Table” Report Instructions

1. Section A requires information about the Project:
 - a. “Sponsor Name” is the name of the owner of the Project;
 - b. “Prime Contractor Name” is the name of the Contractor on the Project;
 - c. “Firm Completing This Form” is the name of the Contractor or Subcontractor completing the Local Hire Workforce Table;
 - d. “Reporting Period” is the month/year of the period covered by this report;
 - e. “Current Number of Local Residents in the Employer’s Workforce” – is the Number of Local Residents currently employed by the Firm Completing This Form;
 - f. “Number Of Local Residents Needed To Meet The Local Resident Requirements For The Project” – is the number of employees that the Firm Completing This Form will need to meet the Local Resident requirements in the Contract Documents for the Project;
 - g. “Contract Description” is the scope of work performed by the Firm Completing This Form;
 - h. “Contract Amount” is the dollar amount awarded for that work being done by the Firm Completing This Form;
2. Section B requires information on Local Residents employed by the Firm Completing This Form, during the Reporting Period:
 - a. “Name of Local Resident” shall be the full name of all employees of the Firm Completing This Form that meet the Local Resident requirements in the Contract Documents;
 - b. “Date Hired” shall be the date that the Local Resident was hired by the Firm Completing This Form;
 - c. Check chart above and “Check if Disadvantaged Resident” box if the employee’s income is below threshold for family size;
 - d. “Job Title or Trade” shall be the classification used by the Firm Completing This Form for the Local Resident;
 - e. Job Category Code: check chart for proper code to insert for the Local Resident;
 - f. Check the box above the signature lines if no employees were hired during the period.
3. Section C requires the Contractor to identify the principal officer of the Contractor that will be responsible for administering the Local Resident and Disadvantaged Worker requirements for the Contractor and all Subcontractors.
 1. If the Contractor is a corporation, the principal officer that will be responsible for administering the Local Resident and Disadvantaged Worker requirements, shall be the President, a Vice President, the Chief Financial Officer or the Chief Operating Officer.
 2. If the Contractor is a partnership, the principal officer that will be responsible for administering the Local Resident and Disadvantaged Worker requirements, shall be a partner of the Contractor.
 3. If the Contractor is a sole proprietorship the principal officer, that will be responsible for administering the Local Resident and Disadvantaged Worker requirements, shall be the owner of the Contractor.

SECTION A

Local Hire "Workforce Table" Report

| | | | | | |
|--|--|------------------------|---|-------------------------|----------------|
| Project Name: | | Site Address: | | Contract Number: | |
| Sponsor Name: | | Prime Contractor Name: | | Report Period (mm/yyyy) | |
| Firm Completing This Form: Address: City/State: Zip Code: | | | Current Number of Local Residents in the Employer's Workforce: Number of Local Residents Needed to Meet the Local Resident requirements for the Project: Contract Description: Contract Amount: \$ | | |
| Name of Person Completing this Form: | | Telephone Number: | Fax Number: | | Email Address: |

SECTION B

| | Name of Local Resident | Date Hired (M/D/YYYY) | Check if Disadvantaged | Job Title and/or Trade | Job Category Code (see below) |
|----|------------------------|-----------------------|------------------------|------------------------|-------------------------------|
| 1. | | | | | |
| 2. | | | | | |
| 3. | | | | | |
| 4. | | | | | |
| 5. | | | | | |
| 6. | | | | | |
| 7. | | | | | |
| 8. | | | | | |

JOB CATEGORY CODE:

| | | | | | |
|---------------|-----|--------------------|----|-------|---|
| Technicians | T | Tradesperson | TP | Labor | L |
| Other | OTH | Office or Clerical | OC | Sales | S |
| Professionals | P | Service Workers | SW | | |

COPY AND ATTACH ADDITIONAL PAGES AS NEEDED

Check this box if there were NO new Local Residents hired during this period.

SECTION C

The principal officer of the Contractor that will be responsible for administering the Local Resident and Disadvantaged Worker requirements for the Project, will be: _____.

I certify that the above statements on the Local Hire Workforce Table Report are true, complete, and correct to the best of my knowledge and belief.

Print Name: _____

Signature: _____

Title: _____

Date: _____

EXHIBIT C
Local Resident and Disadvantaged Worker Certification

For all Local Residents and/or Disadvantaged Workers on the Project, Contractor shall provide to the City a properly completed Local Resident and Disadvantaged Worker Certification form. This form shall be completed and provided to the City within thirty (30) calendar days of the first day that the Local Resident and/or Disadvantaged Worker performs work on the Project.

I, _____, am a legal resident of the U.S.A.
(Name)

My permanent address is _____
(Include Street, City, Zip Code)

Email: _____ Telephone: _____

Please check one of these two boxes below:

"I am a resident of Hamilton County." **or**

"I am a resident who resides in a census block group within Hamilton County who has unemployment equal to 16.78% or above, or poverty equal to 30.36% or above, as established by the American Community Survey, and/or I am an employee hired on or after May 25, 2012, and on the date of employment I fit the income qualifications below for total household income.

Total number in household _____

Hamilton County, Ohio- 2013 Income Limits*

| | <input type="checkbox"/> 1 Person | <input type="checkbox"/> 2 Person | <input type="checkbox"/> 3 Person | <input type="checkbox"/> 4 Person | <input type="checkbox"/> 5 Person | <input type="checkbox"/> 6 Person | <input type="checkbox"/> 7 Person | <input type="checkbox"/> 8 Person |
|-----------------------|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|
| Very Low Income (50%) | <input type="checkbox"/> \$24,050 | <input type="checkbox"/> \$27,500 | <input type="checkbox"/> \$30,950 | <input type="checkbox"/> \$34,350 | <input type="checkbox"/> \$37,100 | <input type="checkbox"/> \$39,850 | <input type="checkbox"/> \$42,600 | <input type="checkbox"/> \$45,350 |

*Cincinnati-Middletown, OH-KY-IN Metro FMR Area: 2013 Income Limits Report by HUD dated 12/11/2012

I authorize the information above to be added to the MSD Central Workforce Databank that will enable me to receive notice of employment and training opportunities for future Local Hire covered projects. I understand that this list may be accessed by the Metropolitan Sewer District of Greater Cincinnati, Greater Cincinnati Water Works, Stormwater Management Utility, City of Cincinnati, and Hamilton County staff, as well as contractors, developers, and subcontractors working on MSD/GCWW/SMU covered projects.

Under penalty of perjury, I certify that I have personal knowledge of the certifications made in this affidavit and that the same are true.

Project Name: _____

Print Name: _____

Signature: _____ Date: _____

EXHIBIT D

LOCAL HIRE SUMMARY REPORT

| | | | |
|---|---|--|--|
| Local Hire Summary Report | | Metropolitan Sewer District of Greater Cincinnati, Stormwater Management Utility, & Greater Cincinnati Water Works | |
| 1. Contractor Name & Address: (street, city, state, zip) | 2. Federal Identification: (grant no.) | 3. Total Amount of Award: | |
| | 4. Contact Person (include email address) | 5. Phone: (Include area code) | |
| | 6. Length of Contract: | 7. Reporting Period: | |
| 8. Date Report Submitted: | 9. Project Number: | 10. Project Name: | |

Employment and Training Hours (See definitions below for each category).

| A. Job Category | B. Total Hours on the Project | C. Construction Worker Hours | D. Local Resident Hours | E. Disadvantaged Workers Hours | F. Local Resident Hours % | G. Disadvantaged Worker Hours % |
|------------------------------|-------------------------------|------------------------------|-------------------------|--------------------------------|---------------------------|---------------------------------|
| Construction by Trade (List) | | | | | | |
| Trade | | | | | | |
| Trade | | | | | | |
| Trade | | | | | | |
| Trade | | | | | | |
| Other (List) | | | | | | |
| Technicians | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| Total | | | | | | |

| A. Job Category | H. Specialized Trade Hours | I. Local Resident Hours on Non-Covered Projects | J. Disadvantaged Hours on Non-Covered Projects |
|-----------------|----------------------------|---|--|
| Trade | | | |
| Trade | | | |
| Trade | | | |
| Trade | | | |
| Trade | | | |
| Trade | | | |
| Trade | | | |
| Trade | | | |

- A. "Job Category" shall be all individual trades used by Contractor or Subcontractor on the Project.
- B. "Total Hours on the Project" shall be the cumulative number of hours worked by employees of each contractor or subcontractor for the Project through the current reporting period.
- C. "Construction Worker Hours" shall be the total hours worked on the Project by skilled and unskilled construction trade workers, whether those workers are employed by the Contractor or any Subcontractor through the current reporting period. Construction Worker Hours excludes the number of hours of work performed by non-Ohio residents. Construction Worker Hours also exclude hours that are worked by employees of Contractor and Subcontractor(s) in an approved project-specific Specialized Trade.
- D. "Local Resident Hours" shall be the cumulative number of hours worked by Local Residents of the Contractor or Subcontractor, through the current reporting period. The Local Resident Hours shall include hours performed by Local Residents on Non-Covered Projects in accordance with the requirements of the Contract Documents. However, this amount shall not include hours that are worked in an approved project-specific Specialized Trade.
- E. "Disadvantaged Worker Hours" shall be the cumulative number of hours worked by Disadvantaged Workers of the Contractor or Subcontractor, through the current reporting period. The Disadvantaged Worker Hours shall include hours performed by Disadvantaged Workers on Non-Covered Projects in accordance with the requirements of the Contract Documents. However, this amount shall not include hours that are worked in an approved project-specific Specialized Trade.
- F. "Local Resident Hours %" shall be calculated $[(\text{Column D}) / (\text{Column C})] \times 100$.
- G. "Disadvantaged Worker Hours %" shall be calculated $[(\text{Column E}) / (\text{Column C})] \times 100$.
- H. "Specialized Trade Hours" shall be the number of hours worked by Contractor and/or Subcontractor(s) in Specialized Trades. The number of hours in each Specialized Trade shall be listed individually.
- I. "Local Resident Hours on Non-Covered Projects" shall be the number of hours worked by Local Residents of Contractor and/or Subcontractor(s) on Non-Covered Projects. The Number of Local Resident Hours worked on Non-Covered Projects shall be listed by Trade.
- J. "Disadvantaged Hours on Non-Covered Projects" shall be the number of hours worked by Disadvantaged Workers of Contractor and/or Subcontractor(s) on Non-Covered Projects. The number of Disadvantaged Hours worked on Non-Covered Projects shall be listed by Trade.

EXHIBIT E

REDUCTION AND CONDITIONAL WAIVER

| | | |
|-----------------------------|---------------|---|
| Contractor / Subcontractor: | Project Name: | Contract# and name of Prime Contractor: |
|-----------------------------|---------------|---|

Bidders and Contractors may request a reduction during bidding or during the Project. After execution of the Contract, Contractors or Subcontractors may request a Conditional Waiver. Conditional Waivers can be based on a Specialized Trade, Credit for Credit on Non-Covered Projects, Sponsoring Apprentices or Direct Entry Agreements. If applicable, each Subcontractor must submit their individual Waiver request to MSDGC and copy their Prime Contractor. Request must be made through the Office of Workforce and Business Development (OWBD), for approval by the Director of MSDGC.

Please check any of the following and complete the appropriate boxes for approval:

___ REDUCTION

| <p>REDUCTION INFORMATION: Please insert applicable information on the trades that you are requesting reductions for. If a “Proposed New Percentage” for Disadvantaged Workers or Local Residents is left blank for a trade listed below, it will be interpreted that the Bidder/Contractor is not requesting a reduction for the applicable trade and category.</p> | | |
|--|---|---|
| TRADE | PROPOSED NEW PERCENTAGE FOR DISADVANTAGED WORKERS | PROPOSED NEW PERCENTAGE FOR LOCAL RESIDENTS |
| | | |
| | | |
| | | |
| | | |
| | | |

If Bidder/Contract is requesting a Reduction for more Trades than can be listed in the above table, Bidder/Contractor shall attach additional sheet(s) to Exhibit E. Upon receipt of a properly completed Exhibit E and all supporting documentation requested by the City, the City will review Bidder’s/Contractor’s request for a reduction and notify the Bidder/Contractor of the City’s decision. By submitting a request for Reduction, Bidder/Contractor agrees that the City will determine, in its sole discretion, whether the information submitted by Bidder/Contractor for a Reduction is sufficient and Bidder/Contractor does not dispute the City determination on whether a Reduction will be granted.

EXHIBIT E

REDUCTION AND CONDITIONAL WAIVER

In order to receive a reduction, the Bidder/Contractor shall, to the greatest extent feasible, exhaust all efforts to meet the minimum local hire guidelines prior to requesting a reduction. At a minimum, these efforts shall include the following:

1. Solicit a sufficient number of local residents and/or disadvantaged residents to perform the work identified in the bid specifications and provide documentation of such efforts to the City; and
2. Provide timely notice of the need for local residents to the Office of Workforce and Business Development at MSDGC, which shall be contacted to comment on this reduction application

_____ SPECIALIZED TRADE

| |
|--|
| <u>SPECIALIZED TRADE CONDITIONAL WAIVER INFORMATION:</u> The Contractor requests a Conditional Waiver for the following Specialized Trade(s) for the Project: |
| |
| |
| |
| |

If Contract is requesting a Conditional Waiver for more Trades than can be listed in the above table, Contractor shall attach additional sheet(s) to Exhibit E. Contractors and subcontractors may apply for a conditional waiver from the local hiring requirements on a project-specific for a trade that is designated as a Specialized Trades. A list of Specialized Trades, to the extent any Specialized Trades have been identified by the City, is maintained by the Office of Workforce and Business Development.

EXHIBIT E

REDUCTION AND CONDITIONAL WAIVER

_____ CREDIT FOR NON-COVERED PROJECTS

| <u>CREDIT ON NON-COVERED PROJECT CONDITIONAL WAIVER INFORMATION:</u> Please insert applicable information on Projects that you are requesting Conditional Waiver based on Credit for Non-Covered Projects. | | | |
|---|---|---|--------------|
| NAME OF PROJECT | DISADVANTAGED WORKER HOURS WORKED ON NON-COVERED PROJECT | LOCAL RESIDENT HOURS WORKED ON NON-COVERED PROJECT | TRADE |
| | | | |
| | | | |
| | | | |
| | | | |

Contractor shall provide all documentation requested by the City to evaluate Contractor's request for a Conditional Waiver for Credit on Non-Covered Projects, which shall include, but may not be limited to certified payroll for each non-covered project and Local Resident and Disadvantage Worker Certification Forms (Exhibit C to Specification Section 00 73 49) for each employee on a Non-Covered Project that Contractor is requesting credit for on the Project.

EXHIBIT E

REDUCTION AND CONDITIONAL WAIVER

_____ SPONSORING APPRENTICES

| | |
|--|---|
| SPONSORING APPRENTICES CONDITIONAL WAIVER INFORMATION: Contractor shall list the number of apprentices that Contractor proposes to sponsor for each trade in which noncompliance is likely. | |
| TRADE | NUMBER OF NEW APPRENTICES CONTRACTOR PROPOSES TO SPONSOR |
| | |
| | |
| | |

Upon receipt of a properly completed Exhibit E requesting a Condition Waiver based on Sponsoring Apprentices, the City will evaluate the request by the Contractor in accordance with the requirement of the Contract Documents. Upon completion of its review, the City will either:

1. Accept the number of new apprentices that Contractor proposes to sponsor for each trade. If the City accepts the Contractor's proposed number of new apprentices to sponsor for a specific trade, the City will grant the Contractor a Conditional Waiver for that specific trade if Contractor meets all other requirements in Specification Section 00 73 49 for a Conditional Waiver.

or

2. Provide a number of new apprentices that Contractor is required to sponsor for each trade in order for Contractor to receive a Conditional Waiver. If Contractor refuses to sponsor the number of new apprentices required by the City, the Contractor will not be granted a Conditional Waiver.

EXHIBIT E

REDUCTION AND CONDITIONAL WAIVER

_____ DIRECT ENTRY AGREEMENTS

| <u>DIRECT ENTRY AGREEMENT CONDITIONAL WAIVER INFORMATION:</u> Contractor shall list the number of apprentices , by trade, that Contractor proposes to hire and retain through Direct Entry Agreements that the City has negotiated and entered into. | |
|---|---|
| TRADE | NUMBER OF NEW APPRENTICES CONTRACTOR PROPOSES TO HIRE AND RETAIN THROUGH DIRECT ENTRY AGREEMENTS |
| | |
| | |
| | |

Upon receipt of a properly completed Exhibit E requesting a Condition Waiver based on hiring and retaining apprentices through a Direct Entry Agreement, the City will evaluate the request by the Contractor in accordance with the requirement of the Contract Documents. Upon completion of its review, the City will either:

1. Accept the number of apprentices that Contractor proposes to hire and retain through a Direct Entry Agreement, for each trade. If the City accepts the Contractor’s proposed number of apprentices to hire and retain through a Direct Entry Agreement, for each specific trade, the City will grant the Contractor a Conditional Waiver for that specific trade if Contractor meets all other requirements in Specification Section 00 73 49 for a Conditional Waiver.

or

2. Provide a number of apprentices that Contractor is required to hire and retain, through a Direct Entry Agreement, for each trade in order for Contractor to receive a Conditional Waiver. If Contractor refuses to hire and retain, through a Direct Entry Agreement, the number of apprentices required by the City, the Contractor will not be granted a Conditional Waiver.

If the City has not negotiated any Direct Entry Agreements, the City will not grant any conditional waivers for the Project under Specification Section 00 73 49 – 3.03.B.4.

EXHIBIT E

REDUCTION AND CONDITIONAL WAIVER

I certify that the above statements on the Reduction / Conditional Waiver Form are true, complete, and correct to the best of my knowledge and belief.

Print Name: _____

Signature: _____

Title: _____

Date: _____

EXHIBIT F

APPRENTICESHIP CERTIFICATIONS

The Bidder shall submit a properly completed Exhibit F – Apprenticeship Certifications, with its bid.

The Bidder certifies that:

1. Twenty percent of the total hours worked on the Project shall be performed by apprentices as required in Specification Section 00 73 49.
2. At least 50% of the Apprenticeship Hours on the Project shall be performed by Local Residents.
3. All employees of Contractor and its Subcontractor(s) who will be working on the Project have met the following criteria:
 - i. Have completed an apprenticeship program approved by the Ohio State Apprenticeship Council and/or the United States Department of Labor in the skilled trade for work in which he/she is performing as a journeyworker; or
 - ii. Are currently enrolled in an apprenticeship program registered through the Ohio State Apprenticeship Council. The apprenticeship program must have graduated apprentices annually for at least the past five (5) years.

State of: _____

County of: _____

Dated at this _____ day of _____, 20____.

EXHIBIT F

APPRENTICESHIP CERTIFICATIONS

Name of Organization:

By:

Title:

_____ being duly sworn deposes
and certifies for reliance by the City to all of the requirements contained in this Bidder
Certification.

Subscribed and sworn before me this ____ day of _____ 20__.

Notary Public:

My Commission Expires:

SECTION 00 73 50

RESPONSIBLE BIDDER CRITERIA

PART 1 – GENERAL

1.01 Section Includes

- A. Definitions.

1.02 Related Sections

- A. None.

1.03 Definitions

- A. "Project Labor Agreements" shall mean a pre-hire collective bargaining agreement with one or more labor organizations that establishes the terms and conditions of employment for a specific construction project. "Registration Entity" shall mean the Ohio State Apprenticeship Council or the United States Department of Labor. Contact at the Ohio Apprenticeship Council Office for this documentation is:

Andrew Maciejewski, Assistant Chief, Bureau of Employment & Training Programs
Ohio State Apprenticeship Council
Office of Workforce Development, ODJS
4020 E. Fifth Avenue
Columbus, OH 43219
Andrew.maciejewski@jfs.ohio.gov

- B. "Specialized Construction" shall mean a construction method or material that requires a highly technical expertise which can be provided only by a limited pool of specialized contractors for a capital project that comprises 4% or less of the capital expenditures from the previous fiscal year or capital program budget year of the applicable MSDGC, Water Works, or Stormwater Management Utility capital program.

PART 2 - PRODUCTS

NOT USED

PART 3 – EXECUTION

3.01 Application of Responsible Bidder Criteria

- A. This Specification Section shall apply to Bidder/Contractor if the Contract Price is Four Hundred Thousand Dollars (\$400,000.00) or more, as determined at the time the Contract for the Project is executed.
- B. This Specification Section does not apply to:
 - 1. Contracts exclusively for the purchase of materials and/or labor;
 - 2. Contracts that are part of Project Labor Agreements in existence on May 1, 2013; and,
 - 3. Contracts exclusively for the procurement of Specialized Construction, as defined herein.

3.02 Factors for the determination of the Lowest and Best Bidder and Breach of Contract by Contractor.

- A. Unless not otherwise prohibited by or in conflict with federal, state, or local law or the terms of federal or state grants, the following shall be used in the determination of Lowest and Best Bidder on the Project:
 - 1. The certification(s) that the Bidder provides in Part I of Exhibit A to this Specification Section; and,
 - 2. The disclosures made by Bidder in response to Exhibit B to this Specification Section.
- B. Bidder shall provide a properly completed Exhibit A to this Specification Section to the City within ten (10) business days after the bid opening. Bidder shall provide all disclosures required by Exhibit B within ten (10) business days of the bid opening or within other time periods identified in Exhibit B.
- C. Failure of a Bidder to affirmatively certify any one of the factors listed in Part I of Exhibit A to this Specification Section, as determined by the City, may constitute evidence of the Bid to not be lowest and best.
- D. Failure of Contractor to comply with any of its affirmative certifications in Part I of Exhibit A to this Specification Section during the performance of the Contract, shall constitute a material breach and may subject the Contractor to all remedies available to the City under the Contract Documents and at law, including, but not limited to, disqualification of the Bidder from bidding on current or future contracts, suspension of payments to the Contractor under the Contract, and

termination for cause. Upon request by the City, Contractor shall provide all documents, determined by the City in its sole discretion, necessary to evaluate whether Contractor is complying with its affirmative certifications in Part I of Exhibit A.

- E. In the determination of whether a bidder is lowest and best, the certifications, disclosures and other information provided by Bidder in response to Part I of Exhibit A and Exhibit B shall be considered in addition to any other factors permitted to be considered pursuant to CMC Section 321-37 and in the Contract Documents.
- F. The requirements of this section are intended to be additional to the requirements under CMC Chapter 321, and nothing in this section shall be construed to waive or take the place of the requirements and procedures set forth in CMC Chapter 321.

3.03 Apprenticeship Requirement- Not Used

3.04 Pre Apprenticeship Training Fund-Not Used

3.05 Violation and Penalty.

- A. No Contractor or Bidder shall knowingly falsify any required reports, statements or payroll certifications. Any Contractor who knowingly falsifies reports, statements, the certification of payroll, or any certification, documentation, and data requested under the provisions of this chapter is guilty of a misdemeanor of the first degree and is liable for the civil fine specified in Section 1501-99 for a Class E1 Civil Offense. If a Contractor is convicted under this division, that Contractor shall be barred from contracting with the city or the MSDGC on any construction project subject to this chapter for a period of five (5) years.
- B. The imposition of any penalty or fine under this section shall not preclude the City from exercising any other rights or remedies to which it is entitled.

END OF SECTION

EXHIBIT A
BIDDER CERTIFICATION

Project Name:

Project Number:

PART I:

For each of the factors listed below, the Bidder shall certify whether or not the Bidder will comply with each factor for the Project:

1. Bidder will employ supervisory personnel on the Project who are qualified to supervise those employees who report to them.

YES NO

2. Bidder's supervisory personnel on the Project will have any and all license or licenses required by law.

YES NO

3. All individuals performing work on the Project on behalf of the Bidder, as well as any Subcontractor(s), have completed at least ten (10) hours of the required Occupational Safety and Health Administration-compliant safety program.

YES NO

4. Bidder meets one of the following:

- (a) it is in compliance with Ohio's Drug-Free Workplace requirements, pursuant to Ohio Administrative Code § 4123-17-53; or
- (b) it provides a drug-free workplace by sponsoring and implementing a program approved by the Ohio Bureau of Workers' Compensation; or
- (c) it provides a drug-free workplace by sponsoring and implementing or participating in a program which provides for drug testing and its personnel working under the construction contract are subject to the program.

___ YES

___ NO

5. To the extent Bidder or Subcontractor(s) have an Affirmative Action Plan, they will operate under an Affirmative Action Plan.

___ YES

___ NO

6. Bidder and all Subcontractor(s) have all necessary licenses required by the applicable state law and regulation to perform on the Project.

___ YES

___ NO

7. Bidder has no final judgments against it that have not been satisfied at the time of award of the Contract for the Project.

___ YES

___ NO

8. Bidder will not subcontract more than seventy-five per cent (75%) of the Bidder's bid amount for the Contract.

___ YES

___ NO

State of: _____

County of: _____

Dated at this ____ day of _____, 20__.

Name of Organization:

By:

Title:

_____ being duly sworn deposes and certifies for reliance by the City to all of the requirements contained in this Bidder Certification.

Subscribed and sworn before me this ____ day of _____ 20__.

Notary Public:

My Commission Expires:

EXHIBIT B
BIDDER DISCLOSURES

1. Bidder shall disclose any and all violations by the Bidder and any allegations of violation made against the Bidder regarding the prevailing wage law or any other state or federal labor law, including but not limited to, child labor violations, failure to pay wages, or unemployment insurance tax delinquencies or unfair labor practices within the past five (5) years.

2. Bidder shall with its Bid provide a list of every occasion on which it has been debarred by any state or federal public entity. For purposes of this paragraph, "debarred" means exclusion from performing local, state or federal construction contracts.

3. Bidder with its Bid shall identify all citations issued to it by OSHA within the previous three (3) years. Bidders shall also provide an explanation of the disposition of the citations, including if it was withdrawn. Bidder shall provide the terms of all settlements or if it was adjudicated, Bidder shall provide the outcome.

4. Bidder and all subcontractors of Bidder shall provide a copy of its substance abuse policy or evidence thereof upon request by the City.

5. Bidder shall disclose any and all violations within the previous five (5) years pertaining to unlawful intimidation or discrimination against any employee by reasons of race, creed, color,

disability, sex or national origin and/or violations of any employee's civil or labor rights or equal employment opportunities.

6. Bidder shall provide a list of any final judgments that have not been satisfied at the time the Bid was submitted, including the outstanding amount, the total award, and the basis for the award. In addition, Bidder shall identify all contracts on which Bidder has been terminated prior to completion of the work covered by the contract.

7. Bidder shall provide its Experience Modification Rating.

8. Bidder shall disclose any criminal convictions or criminal indictments involving the bidder, its officers, directors, owners and/or managerial employees within the past five (5) years.

9. Bidder shall disclose any litigation (including copies of pleadings) in which the bidder has been named as a defendant or third party defendant in an action involving a claim for personal injury or wrongful death arising from performance of work in which it has been engaged within the previous five (5) years.

10. Bidder shall disclose and provide a description of any projects within the previous five years that the bidder was not awarded a contract by a public entity, the reasons given by the public entity, together with an explanation thereof.

WAGE DETERMINATION**HAMILTON COUNTY****THE PREVAILING RATES OF WAGES SHALL BE PAID ON ALL APPLICABLE PUBLIC IMPROVEMENT PROJECTS WHERE THE PAYMENT OF PREVAILING WAGES IS REQUIRED.**

These prevailing rates of wages were ascertained by the Department of Industrial Relations for the Hamilton County Area, as provided for in Chapter 4115, Section 4115.03 through 4115.14 of the Ohio Revised Code. The rates contain basic hourly rates plus certain fringe benefits applicable to public improvement contracts.

The "Wage Determination" is available on the Internet at <http://www.cincinnati-oh.gov/inclusion/bid-contract-requirements/city-state-funded-construction-projects/> and is the latest in effect on that date. **However, wages are subject to change anytime during the lifetime of the contract, as provided for in amended house bill #1171.** The bidder and/or contractor should verify the correctness thereof. **THE CITY ASSUMES NO RESPONSIBILITY IN THE EVENT OF AN ERROR IN THE LISTING OF RATES.** This "Wage Determination" is not intended as a blanket determination of the wage rates to be paid during this contract.

Wage rates shall be posted in a prominent and accessible place on the site of the work. This statement to remain posted during the life of such contract.

PREVAILING WAGE LAW

Employees on public improvement projects who are paid less than the prevailing rates of wages, as determined by the Department of Industrial Relations, may file complaints in writing with the City of Cincinnati (Prevailing Wage Coordinator) or the Department of Industrial Relations.

APPRENTICES

Apprentices will be permitted to work only under **bona fide** apprenticeship programs if such program exists and if such program is registered with the Ohio Apprenticeship Council.

SUBCONTRACTORS

Subcontractors must be approved by the City prior to the beginning of their work. A Form 2004, SUBCONTRACTOR APPROVAL REQUEST, Statement of Intent to Utilize Firms, shall be submitted to the Prevailing Wage Coordinator (PWC). A **bona fide** subcontractor with an established business must list on his certified payrolls all personnel engaged in the contract work, including himself if he performs construction or demolition work. As the owner of the firm, he must list only his name and that he is the owner. If he has no other employees and maintains he is a subcontractor, he must be carried on the payroll of the prime contractor and paid the prevailing wage rate.

PAYROLL SUBMISSION

The contractor and all subcontractors shall submit a copy of his complete payroll for each date exhibiting for each employee paid any wages, his name, current address, social security number, specific job title (as contained in the "Wage Determination" schedule on the Internet at <http://www.cincinnati-oh.gov/inclusion/bid-contract-requirements/city-state-funded-construction-projects/>), number of hours worked each day during the pay period and the total for each week, his hourly rate of pay, the rate of contribution to each fringe benefit paid or payable and deductions from wages. A certified copy of the payroll will be submitted to the P.W.C.

RESEARCH BY THE CITY

The Contractor's Day Book of employees engaged in the contract work shall be available for inspection at any time. The City shall be permitted to interview employees of the contractor and/or subcontractors during working hours on the job.

APPLICABLE RATES OF WAGES

The applicable rates of wages are available on the Internet at <http://www.cincinnati-oh.gov/inclusion/bid-contract-requirements/city-state-funded-construction-projects/>

For further information contact the Office of Contract Compliance, Two Centennial Plaza, Suite 222, 805 Central Avenue, Cincinnati, Ohio 45202 or call (513) 352-3144.

AFFIDAVIT OF ORIGINAL OR SUB-CONTRACTOR (LABOR AND MATERIAL)

The State of Ohio,) City of Cincinnati, Department of
SS
_____, Ohio _____, 20

I, _____, being first duly sworn
(Name of person signing affidavit)

says that he is _____ of
(SUB) (TITLE)

THE - (ORIGINAL) - contractor having a contract with

the _____ for

situated in Cincinnati, Hamilton County, Ohio, wherefor the City of Cincinnati is the owner.

SUB-CONTRACTORS

Said affiant further says that the following shows the names of every sub-contractor in the employ of said _____ giving the amount, if any, which is due, or to become due, to them or any of them for work done or machinery, material or fuel furnished to date hereof, under said contract.

NOTE - This statement must be accompanied by a similar sworn statement signed by each of the sub-contractors listed below.

| NAME | TRADE | AMOUNT DUE OR TO BECOME DUE FOR WORK AND MATERIALS TO DATE HEREOF |
|------|-------|---|
| | | |
| | | |

LABOR

Said affiant further says that the following shows the names of every unpaid laborer in the employ of said _____ furnishing labor under said contract, giving the amount, if any, which is due, or to become due, for labor done to date hereof.

NOTE - If the fact that every laborer has been paid in full, then recite "Every laborer has been paid in full." If not, then give each unpaid laborer=s name and the amount due or to become due.

| NAME | TRADE | AMOUNT DUE OR TO BECOME DUE FOR LABOR AND MATERIALS TO DATE HEREOF |
|------|-------|--|
| | | |
| | | |

MATERIAL MEN

Said affiant further says that the following shows the names of every person furnishing machinery, material or fuel giving the amount, if any, which is due, or to become due, to them, or any of them, for machinery, material or fuel furnished to date hereof, under said contract.

| NAME | KIND OF MACHINERY, MATERIAL OR FUEL | AMOUNT DUE OR TO BECOME DUE FOR MATERIALS TO DATE HEREOF |
|------|--|---|
| | | |
| | | |

NOTE - The above must be accompanied by "Certificate of Material Man." In lieu of such certificate, there may be furnished a written waiver of lien, a written release or receipt.

That the accounts due or to become due to said sub-contractor, material men and laborers, for work done or machinery, material or fuel furnished to date hereof, to are fully and correctly set forth opposite their name, respectively, in the aforesaid statements, and further evidenced by certificates of every person furnishing machinery, material or fuel, hereto attached and made a part hereof.

Affiant further says that _____ has not employed or purchased or procured machinery, material or fuel from, or sub-contracted with any person, firm or corporation, other than those above mentioned, and owes for no labor performed, or machinery, material or fuel furnished, under said contracts, other than above set forth.

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE, at _____ ,

Ohio, this _____ day of _____ A.D., 20

(NOTARY PUBLIC),

COUNTY, OHIO

NOTICE CONCERNING AFFIDAVIT FORM

The above affidavit must be executed and sworn to by the officer or agent of the contractor or subcontractor, as required by the specifications precedent to approval of payment by the city.

**AFFIDAVIT OF CONTRACTOR
OR SUBCONTRACTOR PREVAILING WAGES**

I, _____ , (Title)
(Name of person signing the affidavit)

of the _____ , do hereby certify that the wages
(Name of contractor or subcontractor)

paid to all employees for the full number of hours worked in connection with City Contract
Number _____ for
(description of project)

during the following period from _____ to
(date) (date)

are in accordance with the prevailing wages prescribed by the contract documents.

I further certify that no rebates or deductions from any wages due any person have been directly
or indirectly made other than those provided by law.

(Signature of Officer or Agent)

Sworn to and subscribed in my presence this _____ day of
_____, 19____ .

(NOTARY PUBLIC)

NOTICE CONCERNING WAIVER

The above waiver must be executed by the officer or the agent of the contractor or subcontractor who supervises the payment of employees, and notarized, before the City will release the surety and/or make final payment due under the terms of the contract.

**BID CONDITIONS
AFFIRMATIVE ACTION REQUIREMENTS
EQUAL EMPLOYMENT OPPORTUNITY**

For all Non-Exempt Federal and Federally-Assisted Construction Contracts to be awarded in Hamilton, Clermont and Warren Counties, Ohio; Campbell, Boone and Kenton Counties in Kentucky; and Dearborn County, Indiana.

NOTICE

EACH BIDDER, CONTRACTOR OR SUBCONTRACTOR (HEREINAFTER THE CONTRACTOR) MUST FULLY COMPLY WITH EITHER PART I OR PART II, AS APPLICABLE, OF THESE BID CONDITIONS AS TO EACH CONSTRUCTION TRADE IT INTENDS TO USE ON THIS CONSTRUCTION CONTRACT AND ALL OTHER CONSTRUCTION WORK (BOTH FEDERAL AND NON-FEDERAL) IN THE CINCINNATI AREA DURING THE PERFORMANCE OF THIS CONTRACT OR SUBCONTRACT. THE CONTRACTOR COMMITS ITSELF TO THE GOALS FOR MINORITY MANPOWER UTILIZATION IN EITHER PART I OR PART II AS APPLICABLE, AND ALL OTHER REQUIREMENTS, TERMS AND CONDITIONS OF THESE BID CONDITIONS BY SUBMITTING A PROPERLY SIGNED BID.

THE CONTRACTOR SHALL APPOINT A COMPANY EXECUTIVE TO ASSUME THE RESPONSIBILITY FOR THE IMPLEMENTATION OF THE REQUIREMENTS, TERMS AND CONDITIONS OF THESE BID CONDITIONS.

Part I: The provisions of this Part I apply to contractors which are party to collective bargaining agreements with labor organizations which together have agreed to the Cincinnati Area Construction Program (hereinafter the Cincinnati Plan) for equal opportunity and have jointly made a commitment to specific goals of minority and, where applicable, female utilization. The Cincinnati Plan is a tripartite voluntary agreement among the **Greater Cincinnati Building Trades Council, General and Specialty Contractors Associations, and representatives of the minority community.** The Cincinnati Plan, together with all implementing agreements that have been and may hereafter be developed pursuant thereto, are incorporated herein by reference.

Any contractor using one or more trades of construction employees must comply with either Part I or Part II of these Bid Conditions as to each such trade. A contractor may therefore be in compliance with Part I of these Bid Conditions by its participation with the labor organization which represents its employees in the Cincinnati Plan as to one trade provided there is set forth in the Cincinnati Plan a specific commitment by both the contractor and the labor organization to a goal of minority utilization for that trade. Contractors using trades which are not covered by Part I (See Part II, Section A) must comply with the commitments contained in Part II including goals for minorities and female utilization set forth in Part II.

If a contractor does not comply with the requirements of these Bid Conditions, it shall be subject to the provisions of Part II.

Part II: **A. Coverage.** The provisions of this Part II shall be applicable to those contractors who:

1. Are not or hereafter cease to be signatories to the Cincinnati Plan incorporated by reference in Part I heretof;
2. Are signatories to the Cincinnati Plan but are not parties to collective bargaining agreements;
3. Are signatories to the Cincinnati Plan but are parties to collective bargaining agreements with labor organizations which are not or hereafter cease to be signatories to the Cincinnati Plan;
4. Are signatories to the Cincinnati Plan and are parties to collective bargaining agreements with labor organizations but the two have not jointly executed a specific commitment to goals for minority utilization and incorporated the commitment in the Plan; or
5. Are participating in an affirmative action plan which is no longer acceptable to the Director, OFCCP, including the Cincinnati plan.
6. Are signatories to the Cincinnati Plan but are parties to collective bargaining agreements with labor organizations which together have failed to make a good faith effort to comply with their obligations under the Cincinnati Plan and, as a result, have been placed under Part II of the Bid Conditions by the Office of Federal Contract Compliance Programs.

B. Requirement - An Affirmative Action Plan. Contractors described in Paragraphs 1 through 6 above shall be subject to the provisions and requirements of Part II of these Bid Conditions including the goals and timetables for *minority utilization, and specific affirmative action steps set forth in Section B.1 and 2 of this Part II. The contractor's commitment to the goals for minority utilization as required by this Part II constitutes a commitment that it will make every good faith effort to meet such goals.

1. **Goals and Timetables.** The goals of minority utilization required by the contractor are applicable to each trade used by the contractor in the Cincinnati Plan area and which is not otherwise bound by the provisions of Part I. For all such trades the following goals and timetables shall be applicable.

Goals for Minority Utilization

From (1/31/76) to (Indefinite) (11.0%-11.8%)

Goals for Female Utilization

From (10/80) to (Indefinite) (6.9%)

The goals of minority and female utilization above are expressed in terms of hours of training and employment as a proportion to the total number of hours to be worked by the contractor's aggregate work force, which includes all supervisory personnel, in each trade on all projects (both Federal and non-Federal) in the Cincinnati Plan area during the performance of its contract (i.e., the period beginning with the first day of work on the Federal or Federally assisted construction contract and ending with the last day of work).

The hours of minority employment and training must be substantially uniform throughout the length of the contract in each trade and minorities must be employed evenly on each of a contractor's projects. Therefore, the transfer of minority employed or trainees from contractor to contractor or from project-to-project for the purpose of meeting the contractor's goals shall be a violation of Part II of these Bid Conditions.

If the contractor counts the non-working hours of trainees and apprentices in meeting the contractor's goals, such trainees and apprentices must be employed by the contractor during the training period; the contractor must have made a commitment to employ the trainees and apprentices at the completion of their training subject to the availability of employment opportunities; and the trainees must be trained pursuant to the training programs approved by the Bureau of Apprenticeship and Training for "Federal Purpose" or approved as supplementing the Cincinnati Plan.

2. **Specific Affirmative Action Steps.** No contractor shall be found to be in noncompliance with Executive Order 11246, as amended, solely on account of its failure to meet its goals, but shall be given an opportunity to demonstrate that the contractor has instituted all the specific affirmative action steps specified in this Part II and has made every good faith effort to make these steps work toward the attainment of its goals within the timetables; all to the purpose of expanding minority utilization in its aggregate work force in the Cincinnati Plan area. A contractor subject to Part I which fails to comply

*Minority is defined as including Blacks, Spanish Surnamed Americans, Orientals and American Indians, and includes both minority men and minority women.

with its obligation under the Equal Opportunity clause of its contract (including failure to meet its fair share obligation if provided in the Cincinnati Plan) or subject to Part II which fails to achieve its commitments to the goals for minority utilization has the burden of proving that it has engaged in an affirmative action program directed at increasing minority utilization and that such efforts were at least as extensive and as specific as the following:

- a. The contractor should have notified minority organizations when employment opportunities were available and should have maintained records of the organizations' response.
- b. The contractor should have maintained a file of the names and addresses of each minority referred to it by any individual or organization and what action was taken with respect to each such referred individual, and if the individual was not employed by the contractor, the reasons therefore. If such individual was sent to the union hiring hall for referral and not referred back by the union or if referred, not employed by the contractor, the file should have documented this and the reasons therefore.
- c. The contractor should have promptly notified the contracting or administering agency and the Office of Federal Contract Compliance Programs when the union or unions with which the contractor has collective bargaining agreements did not refer to the contractor a minority sent by the contractor, or when the contractor had other information that the union referral process has impeded efforts to meet its goals.
- d. The contractor should have disseminated its EEO policy within its organization by including it in any employee handbook or policy manual; by publicizing it in company newspapers and annual reports, and by advertising such policy at reasonable intervals in union publications. The EEO policy should be further disseminated by conducting staff meetings to explain and discuss the policy; by posting of the policy; and by review of the policy with minority employees.
- e. The contractor should have disseminated its EEO policy externally by informing and discussing it with all recruitment sources; by advertising in news media, specifically including minority news media; and by notifying and discussing it with all subcontractors.
- f. The contractor should have made both specific and reasonably recurrent written and oral recruitment efforts. Such efforts should have been directed at minority organizations, schools with substantially minority enrollment, and minority recruitment and training organizations within the contractor's recruitment area.
- g. The contractor should have evidence available for inspection that all tests and other selection techniques used to select from among candidates for hire, transfer, promotion, training or retention are being used in a manner that does not violate the OFCCP Testing Guidelines in 41 CFR Part 60-3.
- h. The contractor where reasonable should have developed on-the-job training opportunities and participated and assisted in all Department of Labor funded and/or approved training programs relevant to the

contractor's employee needs consistent with its obligations under this Part II.

- i. The contractor should have made sure that seniority practices and job classifications do not have a discriminatory effect.
- j. The contractor should have made certain that all facilities were not segregated by race.
- k. The contractor should have continually monitored all personnel activities to ensure that its EEO policy was being carried out including the evaluation of minority employees for promotional opportunities on a quarterly basis and the encouragement of such employees to seek those opportunities.
- l. The contractor should have solicited bids for subcontracts from available minority subcontractors engaged in the trades covered by these Bid Conditions, including circulation of minority contractor associations.

NOTE: The Assistant Regional Administrator of the Office of Federal Contract Compliance Programs and the compliance agency staff will provide technical assistance on questions pertaining to minority recruitment sources; minority community organizations and minority news media upon receipt of a request for assistance from a contractor.

2. **Subsequent Signatory to the Cincinnati Plan.** Contractors that are subject to the requirements of Part II at the time of the submission of their bids which, together with labor organizations with which they have collective bargaining agreements, subsequently become signatory to the Cincinnati Plan, either individually or through an association, will be deemed bound to their commitments to the Cincinnati Plan from that time until and unless they once again become subject to the requirements of Part II pursuant to Section A.1.6.

3. **Non-discrimination.** In no event may a contractor utilize the goals and affirmative action steps required by this Part II in such a manner as to cause or result in discrimination against any person on account of race, color, religion, sex or national origin.

Part III: Compliance and Enforcement. In all cases, the compliance of a contractor will be determined in accordance with its obligations under the terms of these Bid Conditions. Therefore, contractors who are governed by the provisions of either Part I or Part II shall be subject to the requirements of that Part regardless of the obligations of its prime contractor or lower tier subcontractors.

All contractors performing or to perform work on projects subject to these Bid Conditions hereby agree to inform their subcontractors in writing of their respective obligations under the terms and requirements of these Bid Conditions, including the provisions relating to goals of minority employment and training.

A. Contractors Subject to Part I.

1. A contractor covered by Part I of these Bid Conditions shall be in compliance with Executive Order 11246, as amended, the implementing regulations and its obligations under Part I, provided the contractor together with the labor organizations or organizations with which it has collective bargaining agreement meet the goals for minority utilization to which they committed themselves in the Cincinnati Plan, or can demonstrate that every good faith effort has been made to meet the goal. In that event, no formal sanctions or proceedings leading toward sanctions shall be instituted unless the

Office of Federal Contract Compliance Programs determines that the contractor has violated a substantial requirement in the Cincinnati Plan or Executive Order 11246, as amended, and its implementing regulations, including the failure of such contractor to make a good faith effort to meet its fair share obligation if provided in the Cincinnati Plan or has engaged in unlawful discrimination. Such violations shall be deemed to be noncompliance with the Equal Opportunity clause of the contract, and shall be grounds for imposition of the sanctions and penalties provided for in Executive Order 11246, as amended.

2. The OFCCP shall review Part I contractors' employment practices during the performance of the contract. Further, OFCCP shall be solely responsible for any final determination that the Cincinnati Plan is no longer an acceptable affirmative action program and the consequences thereof. The OFCCP may, upon review and notice to the contractor and any affected labor organization, determine that the Cincinnati Plan no longer represents effective affirmative action. In that event it shall be solely responsible for any final determination of that question and the consequences thereof.

3. Where OFCCP finds that a contractor has failed to comply with the requirements of the Cincinnati Plan and its obligation under Part I of these Bid Conditions, it shall take such action and/or impose such sanctions as may be appropriate under the Executive Order and its regulations. When the OFCCP proceeds with such formal action it has the burden of proving that the contractor has not met the requirements of these Bid Conditions. The failure of the contractor to comply with its obligations under the Equal Opportunity clause shall shift to it the requirement to come forward with evidence to show that it has met the good faith requirements of these Bid Conditions by instituting at least the specific affirmative action steps listed in Part II Section 2. The Contractor must also provide evidence of its steps toward the attainment of its trade's goals within the timetables set forth in the Cincinnati Plan. The pendency of such formal proceedings shall be taken into consideration of Federal agencies in determining whether such contractor can comply with the requirement of Executive Order 11246, as amended, and is therefore a "responsible prospective contractor" within the meaning of basic principles of Federal procurement law.

B. Contractors Subject to Part II. In regard to Part II of these Bid Conditions, if the contractor meets the goals set forth therein or can demonstrate that it has made every good faith effort to meet these goals, the contractor shall be presumed to be in compliance with Executive Order 11246, as amended, the implementing regulations and its obligations under Part II of these Bid Conditions. In that event, no formal sanctions or proceedings leading toward sanctions shall be instituted unless the contracting or administering agency otherwise determines that the contractor is violating the Equal Opportunity clause.

Where the agency finds that the contractor failed to comply with the requirements of Executive Order 11246, as amended, the implementing regulations and the obligations under Part II of these Bid Conditions, the agency shall take such action and impose such sanctions, which include suspension, termination, cancellation, and debarment, as may be appropriate under the Executive Order and its regulations. When the agency proceeds with such formal action it has the burden of proving that the contractor has not met the goals contained in Part II of these Bid Conditions. The contractor's failure to meet its goals shall shift to it the requirement to come forward with evidence to show that it has met the good faith requirements of these Bid Conditions by instituting at least the specific affirmative action steps listed in Part II, Section 2. The

pendency of such proceedings shall be taken into consideration by Federal agencies in determining whether such contractor can comply with the requirements of Executive Order 11246, as amended; and is therefore a "responsible prospective contractor" within the meaning of the basic principles of Federal procurement law.

C. Obligations Applicable to Contractors Subject to Either Part I or Part

II. It shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees. Discrimination in referral for employment, even if pursuant to provisions of a collective bargaining agreement, is prohibited by the National Labor Relations Act, as amended, and Title VII of the Civil Rights Act of 1964, as amended. It is the policy of the Office of Federal Contract Compliance Programs that contractors have a responsibility to provide equal employment opportunity if they wish to participate in federally involved contracts. To the extent they have delegated the responsibility to some of their employment practices to a labor organization and, as a result, are prevented from meeting their obligations pursuant to Executive Order 11246, as amended, such contractors cannot be considered to be in compliance with Executive Order 11246, as amended, its implementing rules and regulations.

Part IV: General Requirements

1. Contractors are responsible for informing their subcontractors in writing, regardless of tier, as to their respective obligations under Parts I and II hereof, as applicable. Whenever a contractor subcontracts a portion of the work in any trade covered by these Bid conditions, it shall include these Bid Conditions in such subcontracts and each subcontractor shall be bound by these Bid Conditions to the full extent as if it were the prime contractor. The contractor shall not, however, be held accountable for the failure of its subcontractors to fulfill their obligations under these Bid Conditions. However, the prime contractor shall give notice to the Assistant Regional Administrator of the Office of Federal Contract Compliance Programs of the Department of Labor and to the contracting or administering agency of any refusal or failure of any subcontractor to fulfill its obligations under these Bid Conditions. A subcontractor's failure to comply will be treated in the same manner as such failure by a prime contractor.

2. Contractors hereby agree to refrain from entering into any contract or contract modification subject to Executive Order 11246, as amended, with a contractor debarred from, or who is determined not to be a "responsible" bidder for Government contracts and federally-assisted construction contracts pursuant to the Executive Order.

3. The contractor shall carry out such sanctions and penalties for violation of these Bid Conditions and the Equal Opportunity clause including suspension, termination and cancellation of existing subcontracts and debarment from future contracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations by the contracting or administering agency and the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall also be deemed to be in noncompliance with these Bid Conditions and Executive Order 11246, as amended.

4. Nothing herein is intended to relieve any contractor during the term of its contract from compliance with Executive Order 11245, as amended, and the Equal Opportunity clause of its contract with respect to matters not covered in the Cincinnati Plan or in Part III of these Bid Conditions.

5. The procedures set forth in these Bid Conditions shall not apply to any contract which the head of the contracting or administering agency determines is essential to the national security and its award without following such procedures as necessary to the national security. Upon making such a determination, the agency head will notify, in writing, the Director of the Office of Federal Contract Compliance Programs within thirty days.

6. Requests for exemptions from these Bid Conditions must be made in writing, with justification, to the Director, Office of Federal Contract Compliance Programs, U.S. Department of Labor, Washington, D.C. 20210, and shall be forwarded through and with the endorsement of the head of the contracting or administering agency.

7. Contractors must keep such records and file such reports relating to the provisions of these Bid Conditions as shall be required by the Contracting or administering agency or the Office of Federal Contract Compliance Programs.

For the information of Bidders, a copy of the Cincinnati Plan may be obtained from the contracting officer.

A list of trades which are currently participating in the Cincinnati Plan may be obtained from the OFCCP or the contracting or administering agency. Signed this 28th day of July, 1976.

Signed _____
Secretary of Labor

Signed _____
Assistant Secretary for
Employment Standards

Signed _____
Director, Office of Federal
Contract Compliance Programs

**SUGGESTED FORMAT
CONTRACTOR'S NOTIFICATION OF SUBCONTRACTS AWARDED**

Bid Condition Area _____ Contractor's Name _____

Month of _____ Contractor's Number _____

| Subcontractor's Name; Address; Identification Number | Contract/Project No. | Dollar Amount | Estimated | | Crafts to be Used |
|---|----------------------|---------------|---------------|-----------------|-------------------|
| | | | Starting Date | Completion Date | |
| (1) | | | | | |
| (2) | | | | | |
| (3) | | | | | |
| (4) | | | | | |
| (5) | | | | | |
| (6) | | | | | |
| (7) | | | | | |
| (8) | | | | | |
| (9) | | | | | |
| (10) | | | | | |

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**SUGGESTED FORMAT
CONTRACTOR'S LIST OF FEDERAL AND NON-FEDERAL WORK IN BID CONDITION AREAS**

Bid Condition Area _____ Contractor's Name & Number _____

I. FEDERALLY-ASSISTED CONTRACTS

| Responsible Federal Agency | Project Name & Location* | Contract/Project Number | Dollar Amount | Percent Complete | Projected Completion Date |
|----------------------------|--------------------------|-------------------------|---------------|------------------|---------------------------|
| (1) | | | | | |
| (2) | | | | | |
| (3) | | | | | |
| (4) | | | | | |
| (5) | | | | | |

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II. NON-FEDERAL CONTRACTS

| Project Name & Location* | Contract/Project Number | Dollar Amount | Percent Complete | Projected Completion Date |
|--------------------------|-------------------------|---------------|------------------|---------------------------|
| (1) | | | | |
| (2) | | | | |
| (3) | | | | |
| (4) | | | | |
| (5) | | | | |

*Location must include city and street address

**Notice to Labor Unions or Other Organizations of Workers
Non-Discrimination in Employment**

To: _____
(Name of union or organization of workers)

The undersigned currently holds contract(s) with _____
(Name of Applicant)

involving funds or credits of the U.S. Government or (a) subcontract(s) with a prime contractor holding such contract(s).

You are advised that under the provisions of the above contract(s) or subcontract(s) and in accordance with Executive Order 11246, as amended, dated September 24, 2065, as amended, the undersigned is obliged not to discriminate against any employee or applicant for employment because of race, color, creed or national origin. This obligation not to discriminate in employment includes, but is not limited to, the following:

**Hiring, Placement, Upgrading, Transfer, or Demotion, Recruitment,
Advertising, or Solicitation for Employment, Training During
Employment, Rates of Pay or Other Forms of Compensation, Selection
for training Including Apprenticeship, Layoff or Termination.**

This notice is furnished you pursuant to the provisions of the above contract(s) or subcontract(s) and executive Order 11246, as amended.

Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

(Contractor or Subcontractor)

(Date)

AFFIDAVIT OF GENERAL OR MECHANICAL BRANCH CONTRACTOR FOR PARTIAL PAYMENT

STATE OF OHIO

COUNTY OF _____

Before me, the undersigned Notary, _____ [name of Notary before whom affidavit is sworn],

on this _____ [day of month] day of _____ [month], 20____, personally appeared

_____ [name of Affiant], known to me to be a credible person and of lawful age,

who being by me first duly sworn, on _____ [his or her] oath, deposes and says:

The Affiant is the _____ [title] of _____ [company],
the General or Mechanical Branch Contractor.

The Affiant also states that the Invoice requesting a partial payment, attached herewith, includes payments that will be made to the following sub-contractors, in accordance with City of Cincinnati Municipal Code Sections 319-9 and 321-125, within 10 days after receipt of payment from the City:

| Name | Address | Trade | Is Sub-Contractor's Work Now Complete? |
|------|---------|-------|--|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

The Affiant also states that all previous payments due to sub-contractors have been made.

_____ [signature of Affiant]

_____ [typed or printed name of Affiant]

_____ [address of affiant, line 1]

_____ [address of affiant, line 2]

Subscribed and sworn to before me, this _____ [day of month] day of _____ [month], 20____.

[Notary Seal:]

_____ [signature of Notary]

_____ [typed or printed name of Notary]

NOTARY PUBLIC

My commission expires: _____, 20____.

FORM DEI 147

**CITY OF CINCINNATI
EQUAL EMPLOYMENT OPPORTUNITY
PROGRAM**

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

This form is designed to provide an evaluation of your policies and practices relating to the extension of equal employment opportunity to all persons without regard to race, religion, color, sex, sexual orientation, gender identity, or national origin.

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

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

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

PROCEDURE

You must complete Form DEI 147 prior to award of a bid/contract. You cannot receive an award without having Form DEI 147 approved by the City's Department of Economic Inclusion.

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

Department of Economic Inclusion
805 Central Avenue, Suite 610
Two Centennial Plaza
Cincinnati, Ohio 45202

For further information call: (513) 352-3144

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

Company Name: _____

Date: _____

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

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

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

POLICIES AND PRACTICES

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

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

It is understood that the Company's/Organization's willingness to participate in the Equal Employment Opportunity Program will be evaluated by the Department of Economic Inclusion. This evaluation will directly influence our decision on the qualifications of each bidder/contractor and is an integral part of your bid/contract.

ALL QUESTIONS MUST BE ANSWERED.

| Circle One | Items | State Reason if (C) is Circled |
|-------------|--|--------------------------------|
| A B C | 1. The Company/Organization will adopt a policy of non-discrimination, on the basis of race, religion, color, sex, sexual orientation, gender identity, or national origin applicable to employees or applicants for employment in recruitment, compensation, training, upgrading, promotion, demotion, downgrading, transfer, laying off and termination.. An Affirmative Action Plan including goals and timetables will be developed to correct existing deficiencies in the aforementioned areas, if those deficiencies exist. | |
| A B C | 2. The Company/Organization will assign responsibility to one of its officials to develop procedures which will assure that this policy is understood and carried out by managerial, administrative and supervisory personnel. Official's Name: _____ Title: _____ | |
| A B C | 3. The Company/Organization will state its non-discrimination policy in writing and communicate it to the following: a. All employees b. All advertisement and recruitment sources c. All relevant employee organizations including labor unions d. All subcontractors | |
| A B C | 4. If the Company/Organization should need to use recruitment sources such as employment agencies, unions, and schools, these sources will have a policy of referring applicants using the same standards of non-discrimination required by the City's EEO program and as defined in Item #1 above. | |

CITY OF CINCINNATI
DEPARTMENT OF ECONOMIC INCLUSION
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"/> Subcontractor-Construction |
| <input type="checkbox"/> Prime Contractor-Professional Services | <input type="checkbox"/> Subcontractor-Professional Services |
| <input type="checkbox"/> Prime Contractor-Supplies/Services) | <input type="checkbox"/> Subcontractor-Supplies/Services |
| <input type="checkbox"/> Educational Institution | <input type="checkbox"/> Non-Profit Organization |
| | <input type="checkbox"/> Other (Please List) |
| | <input type="checkbox"/> _____ |

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

CHECK APPROPRIATE BOX BELOW

- | | | | |
|---------------------------------|---|---|-----------------------------------|
| <input type="checkbox"/> Male | <input type="checkbox"/> White | <input type="checkbox"/> Native Amer./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 APROPRIATE BOX

- | | | | |
|---------------------------------|---|---|-----------------------------------|
| <input type="checkbox"/> Male | <input type="checkbox"/> White | <input type="checkbox"/> Native Amer./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

INSTRUCTIONS FOR COMPLETION OF
EMPLOYMENT DATA TABLE ON PAGE 6

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

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

DESCRIPTION OF CATEGORIES

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

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

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

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

Craftsmen (Skilled) – Manual workers of relatively high skill level having a thorough and comprehensive knowledge of the processes involved in their work. Exercise considerable independent judgment and usually receive an extensive period of training.

Includes: The building trades hourly paid foremen and leadmen who are not members of management, mechanics and repairmen, skilled machining occupations, compositors and typesetters, electricians, engravers, jobsetters (metal), motion picture projectionists, pattern and model makers, stationary engineers, tailors and kindred workers.

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

Laborers (Unskilled) – Workers in manual occupations which generally require no special training. Perform elementary duties that may be learned in a few days and require the application of little or no independent/judgment. Includes: garage laborers, car washers and greasers, gardeners (except farm) and groundskeepers, longshoremen and stevedores, lumbermen, craftsmen and wood choppers, laborers performing lifting, digging, mixing, loading, and pulling operations, and kindred workers.

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

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

EMPLOYMENT DATA

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

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

CONTRACTORS INSURANCE

1. ALL INSURANCE

1.1 General

It shall be the responsibility of the contractor to protect all life and property, and to protect himself, subcontractors, and the City from operations carried out in the performance of this contract.

The contractor shall secure Workers' Compensation insurance, General Liability, Automobile Liability, and other insurance as described below and on the reverse side hereof, as well as any other insurance which the City feels is necessary.

The insurance carrier shall be licensed to write insurance in the State of Ohio and the policies(s) shall be in full force as of the date of the contract and shall not be changed or canceled unless the insured and the City Purchasing Agent are notified in writing not less than thirty days prior to such change or cancellation. If any part of the contract is sublet, the contractor is responsible for the part sublet being adequately covered by insurance as specified herein.

1.2 Proof of Carriage

The policies or certificates of proof shall be delivered in triplicate to the City Purchasing Agent, 805 Central Avenue, Suite 234, Cincinnati, Ohio 45202-1972.

2. STATE OF OHIO WORKERS COMPENSATION INSURANCE

2.1 Coverage Required

State of Ohio Workers' Compensation insurance for all employees employed at the site of the project, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide State of Ohio Workers' Compensation insurance for all the latter's employees unless such employees are covered by the protection afforded by the contractor.

2.2 Proof of Carriage

Certificate or Policy

3. GENERAL LIABILITY INSURANCE

3.1 Coverage Required

At least the types of Liability Insurance and in the amounts specified on the reverse of the form. This insurance shall protect the contractor and any subcontractor performing work covered by the contract and the City of Cincinnati from all claims for personal injury and property damage, which may arise from operations under this contract, whether such operations be by the contractor or by any subcontractor or by anyone directly or indirectly employed by either of them.

3.2 Proof of Carriage

- (a) A policy or policies naming the contractor, subcontractors, and the City of Cincinnati as an additional insured or,
- (b) A Certificate of Insurance executed by the insuring company or its authorized agent indicating that the contractor and subcontractors have the specified coverage and endorsed to include the City of Cincinnati as an additional insured. In addition, a copy of the additional insured endorsement to the actual policy is required.

4. OTHER INSURANCE

4.1 Coverage Required

At least the types and in the amounts specified on the reverse of this form. When hazards exist which are not normally covered by general liability insurance they shall be covered by a rider to the general liability policy or by a separate policy.

4.2 Demolition Coverage

When demolition work is performed, demolition coverage is required by a rider to the general liability policy or by a separate policy.

4.3 Proof of Carriage

Unless otherwise specified, proof shall be in the form stated in section 3.2.

5. FAILURE TO KEEP INSURANCE IN EFFECT

If insurance is permitted to lapse, payment for work done or commodity furnished during the period when the insurance is not in effect will be withheld by the City. Reinstatement of insurance effective to the date when it lapsed will be required before payment by the City will be made for the withheld amount.

BASIC INSURANCE COVERAGE

General Liability

| | | |
|-------------------------------|------------------------|-----------------------------------|
| Combined Single Limit- | BI & PD | \$1,000,000 Per Occurrence |
| | Personal Injury | \$1,000,000 Per Occurrence |
| | Aggregate | \$1,000,000 |

Automobile Liability

| | | |
|-------------------------------|--------------------|-----------------------------------|
| Combined Single Limit- | BI & PD | \$1,000,000 Per Occurrence |
| | Aggregate | \$1,000,000 |

Note: Coverage should include hired and non-owned autos.

Builders Risk

"All Risk" Builders Risk policy which shall provide Fire and Extended Coverage, Vandalism and Malicious Mischief coverage for an amount equal to one hundred percent (100%) of the completed value of the project and shall be written in the Owner's and Contractors name.



City of Cincinnati Purchasing Division

BID SUBMISSION CHECKLIST

Please be sure the following items are completed and included in your bid response:

(Read bid document in its entirety; i.e. read all bid specifications, drawings, general terms and conditions, etc. Respond to all applicable inquiries.)

| Form no. | Form Name/Description | COMPLETED |
|---|---|-----------|
| | Fill in the "Proposal Submitted By" line in the upper left corner of the first page | |
| | Obtain surety information/signature and bidder sign as principal on Bid Surety and Signature Form *REQUIRED* | |
| | Complete Bid Form/Requirements and Data (pricing information) *REQUIRED* | |
| DEI 147 | EEO information – complete/sign pages 3, 5 and 6 | |
| Purch 160 | Proof of insurance information (be sure to include in your bid submission) | |
| Exhibit A to Specification Section 00 73 49 | Local Hire Action Plan (Only required if bid exceeds one-million dollars) | |
| Exhibit E to Specification Section 00 73 49 | Local Hire- Reduction & Conditional Waiver Form (if applicable) | |
| Exhibit F to Specification Section 00 73-49 | Local Hire- Apprenticeship Certification "Required" | |
| Exhibit A Responsible Bidder | (optional) Part I—completed, signed and notarized within 10 days of bid opening or with bid | |
| Exhibit B Responsible Bidder | (optional) Exhibit B to be submitted within 10 days of Bid opening or with bid | |
| | | |

The City of Cincinnati is committed to maximizing subcontracting opportunities for all qualified and available Women/Minority Business Enterprises (W/MBEs).

Pursuant to the Subcontracting Outreach Program requirements, the following forms are included in the bid document and must be completed and/or signed and included as part of the bid submission.

| Form no. | Form Name/Description | COMPLETED |
|-------------|---|-----------|
| 2003M/WBE | Subcontractor M/WBE Utilization Plan | |
| 2004-1M/WBE | Statement of Intent to Self Perform | |
| 2004M/WBE | Statement of Intent to Utilize Firms | |
| Part B | MBE/WBE Participation Affidavit | |
| Part C | MBE/WBE Participation Waiver Request (only if unable to meet the participation goals) | |

The following forms are included in the bid invitation for information purposes only and do not have to be completed as part of the bid submission.

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 the W/MBE requirements, please feel free to contact the Office of Contract Compliance at (513) 352-3144.

CITY OF CINCINNATI - CONSTRUCTION BID SURETY AND SIGNATURE FORM
(This page must be signed for your bid to be valid.)

BID REFERENCE NO:

In compliance with the provisions of this Bid Document and subject to all conditions thereof the undersigned offers and agrees, if this bid is accepted within a reasonable time from date of opening of bids, to enter into a contract in accordance with the prices stated.

The copy of the Legal Notice, General Conditions, Instructions and Information for Bidders, Special Conditions, Specification and Plans applying are a part of this construction bid.

The undersigned has read and understands the Construction Bid Documents and agrees to comply with all requirements of the Construction Bid Documents, regardless of whether the Bidder has actual knowledge of the requirements and regardless of any statement or omission made by the Bidder which might indicate a contrary intention.

BID SURETY (REQUIRED BY LAW):

BOND FORM: USE THIS BOND FORM - NO OTHER FORM OF BOND WILL BE ACCEPTED.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, are held and firmly bound unto the City of Cincinnati, State of Ohio, in the sum of

dollars to be paid on demand to said City of Cincinnati, its successors for which payments will and truly to be made, we hereby bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the bid submitted to the City Purchasing Agent of the City of Cincinnati, State of Ohio, is accepted and a contract awarded to the undersigned bidder, and the said bidder shall within ten (10) days after notice of said award enter into a contract with the said City of Cincinnati, State of Ohio, and shall secure the performance of the same by bond or otherwise as may be required to the satisfaction of the City of Cincinnati, Ohio, then this obligation shall be null and void; otherwise to be in full force and virtue.

BID CHECK (ALTERNATE FORM OF BID SURETY): Type of Check Check Number

In the sum of Dollars

On Bank of

is herewith submitted and deposited in lieu of bond under the same terms and conditions as set forth in the above bond. Note: If check is used as bid surety, attach here

**BIDDER AND PRINCIPAL
SIGNATURES (BID SURETY)**

THIS FORM MUST BE SIGNED

Legal Name of Bidder/Principal (Company, Corporation, etc...) Print or Type

Signature of Person Authorized to Sign for Principal

Date

NAME and TITLE OF PERSON AUTHORIZED TO SIGN FOR PRINCIPAL (TYPE OR PRINT)

Street Address of Bidder

City

State

Zip-Code

*Federal Tax ID Number

-

*Bidders Federal Tax-ID Number Must be Given before an award can be made

Telephone Number

Fax Number

SURETY

Surety Witnessed by:

Surety Incorporated in the State of

Name of Surety Company - Print or Type

Attach "Attorney in Fact" Authorization - G.C.14

(Refer to General Conditions)

By

Date

Bond Number

Signature of person authorized to sign for Surety