PURCH 134 (Rev. 5/2016)

Expiration Date _____
Optional Renewals _____
Insurance Required ___ Y ___ N
Maximum Amt of Contract
$_____
Terms _____

**DISTRIBUTION:**

☐ Finance

☐ Contractor

☐ Purchasing

☐ Requisitioning Department

☐ Buyer



**START DATE** 9/14/2016

**AGREEMENT No. 171A001589**

**BID No.** 171A911588

**COMMODITY CLASS No.** 92847

**MATERIAL OR SERVICES**

REPAIR OF CHRYSLER VECHICLES

**REQUIRED FOR**

FLEET

**BUYER** David Nash/513-352-3768
dn

city of CINCINNATI

**DIVISION OF PURCHASING**
**Two Centennial Plaza**
**805 Central Avenue, Suite 234**
**Cincinnati, Ohio 45202-1947**

# AGREEMENT

**BETWEEN**

**THE CITY OF CINCINNATI**
**PARTY OF THE FIRST PART**
**AND**

**WALT SWEENEY FORD, INC.**
**Party of the Second Part**
5400 Glenway Ave.
Cincinnati, OH 45238
Phone No. 513-922-4500
Vendor Contact: Billy Blount

**INSTRUCTIONS FOR EXECUTING AGREEMENT**

**CONTRACT**: The agreement must be signed in full by the Contractor as specified below, and the original, together with all copies of same, returned to the City Purchasing Agent, Two Centennial Plaza, 805 Central Ave., Suite 234, Cincinnati, Ohio 45202-1947. One copy will be returned to the Contractor when fully executed by the city. ***ORIGINAL* SIGNATURES *MUST* APPEAR ON ALL COPIES.**

**CORPORATION**: If a corporation, the agreement must be signed with full name of the corporation, followed by the ***signature of the President, Vice-President, or persons authorized to bind it in the matter.*** **Should other than the President or Vice-President sign the agreement, authorization to bind the company must be evidenced by attaching a certified copy of the extracts of the minutes of this corporation.**

**LLC:** Under Ohio Revised Code Sec. 1705.25, LLCs are bound by the actions of either their members or, if the management of the LLC is NOT reserved to its members, by a manager of the LLC. **Contracts for LLCs must be signed by either a member or, if the management of the LLC is NOT reserved to its members, by a manager of the LLC. Indicate member or manager on signature line.**

**PARTNERSHIP:** If a partnership, the full name of all the partners composing the same must be given and the agreement signed by one or more of the partners in the following manner:
"John Jones and James Smith, d.b.a.
Jones-Smith Company, by John Jones, a partner."

**SOLE OWNERSHIP:** If sole ownership, agreement should be signed in the following manner:
"John Jones, Sole Owner."

See Reverse Side for General Conditions and Terms of Agreement.

# GENERAL CONDITIONS AND TERMS OF AGREEMENT

1) **General**: The Legal Advertisement, General Conditions, Special Conditions, Instructions to Bidders, Specifications, Plans, Profiles or Drawings applying to the original proposal are made a part of the contract.

2) **Definitions**: The term "City" wherever used in the contract shall mean the City of Cincinnati, the party of the first part, acting through its City Manager or his properly authorized agent.

   In the event that the contract is entered into in behalf of an independent board or commission, such as the Board of Park Commissioners, Recreation Commission, Board of Health, etc., wherever the term "City" or "City Manager" is used in the contract, conditions, specifications, or bond, it shall mean whatever independent board is concerned, acting through its president or his properly authorized agent.

   The term "Contractor" wherever used in the contract shall mean the party of the second part entering into a contract with the City for furnishing materials, supplies, or equipment, or for the performance of the work set forth herein.

3) **Infringements and Indemnification**: The Contractor agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by the contract; the Contractor further agrees to indemnify and save the City harmless from suits or actions of every nature and description brought against it for or on account of any injuries or damages received or sustained by any party or parties, by or from the acts of the contractor, his servants, or agents.

   To this extent the contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the City, whenever such insurance is deemed necessary. When so required the types and amounts of insurance to be provided shall be set forth in the bid document.

4) **Default Provisions**: In case of default by the Contractor, the City of Cincinnati may procure the articles or services from other sources and hold the Contractor responsible for any excess costs occasioned thereby.

5) **Applicable Laws**: The Revised Code of the State of Ohio, the Charter of the City of Cincinnati, and all City ordinances, insofar as they apply to the laws of competitive bidding, contracts, and purchases are made a part hereof. All laws of the United States of America, the State of Ohio and the City of Cincinnati applicable to the products or services covered herein are made a part hereof.

6) **Workers' Compensations**: Insofar as Workers' Compensation Act is concerned, the Contractor agrees to furnish an official certification or receipt of the Industrial Commission of Ohio, showing that he has paid into the State Insurance fund the necessary premiums, whenever such certificates are required by the bid document.

7) **Delivery**: Unless otherwise stated in the proposal or contract, prices include delivery to the destination designated in the contract and include all charges for delivery, packing, crating, containers, etc.

8) **Taxes**: State and local governments no longer need to be certified under the Internal Revenue code but are automatically exempt from excise tax, therefore, the City's Certificate of Registry Number is no longer needed.

   The Purchasing Division will continue to issue the exemption certificates upon request.

9) **Cash Discounts**: Time in connection with cash discounts offered, will be computed from date of delivery and acceptance at final destination or from date properly executed invoice is received, if the latter date is later than the date of delivery and acceptance.

10) **Invoices**: Must be prepared upon the standard invoice of the Contractor.

11) **Payments**: Partial payments may be made upon presentation of a properly executed invoice unless otherwise stated in the contract. The final payment will be made by the City when the materials, supplies, equipment or the work performed has been fully delivered or completed to the full satisfaction of the City.

12) **Policy of Non-Discrimination:**
    a) **Disability:** The City of Cincinnati does not discriminate on the basis of disability in the admission or access to, or treatment or employment in its programs or activities. The Director of Personnel has been designated to coordinate compliance with the non-discrimination requirements contained in Section 35.107 of the Department of Justice regulations. Information concerning the provisions of the Americans with Disabilities Act (ADA), and the rights provided thereunder, are available from the ADA coordinator, at (513)352-2411.
    b) **SBE Non-Discrimination Policy**: The City of Cincinnati is committed to a policy of non-discrimination pursuant to Section 1 of the Fourteenth Amendment to the United States Constitution and as outlined in the Offeror's Covenant of Non-Discrimination clause of the bid document, which guarantees equal protection of the laws to all citizens. It is further the policy of the City of Cincinnati that its purchasing and contracting practices not implicate the City as a passive participant in discriminatory practices engaged in by private contractors or vendors who seek to obtain business with the City. In furtherance of these policy objectives, the City seeks to afford to its citizens equal opportunities to do business on City contracts and to ensure that all bidders, proposers, vendors and contractors (collectively referred to herein as "bidders") doing business with the City provide to businesses owned and controlled by racial minorities and ethnic minorities and women, opportunities to participate on contracts which are paid, in whole or in part, with monetary appropriations from the city of Cincinnati.

13) **Ineligible Person(s)**: Per City of Cincinnati Municipal Code Section 301-20 (Ordinance No. 366-1996), any person or affiliate who is on the City of Cincinnati's Financial Obligation Ineligibility List due to being delinquent in the payment of any financial obligation to the City, any of its Departments, Boards or Commissions, shall not be eligible for any City award. **This includes any person or affiliate who is delinquent in paying City of Cincinnati income taxes.**

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

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

16) **Cooperative Purchasing:** The City of Cincinnati and other governmental entities may purchase the commodities indicated contract. Each Entity will issue its own purchasing document based on the contract's pricing.

## ARTICLES OF AGREEMENT

This agreement made and entered into by and between the party of the first part and the party of the second part.

WITNESSETH. That the said party of the second part has agreed and by these presents does agree, with the party of the said first part, for the consideration hereinafter named, to furnish all the materials, supplies, equipment, or to do the work necessary to complete in good, substantial and workman-like manner, ready for use in strict accordance with the proposal, specifications, plans, profiles or drawings of the items hereinafter set forth and in accordance with the foregoing terms and general conditions, all of which are made a part hereof.

## REQUESTING DEPARTMENT OR DIVISION ('REQUISITIONER(S)')

This service is required by Fleet Services Division for furnishing of warranty work and miscellaneous repairs not covered by Chrysler during the period of the contract for the commodity and/or service listed herein, as required from time to time.

## ADDITIONAL INFORMATION

For additional information contact Chris Oser at chris.oser@cincinnati-oh.gov.

## QUANTITIES AND DURATION

The quantities listed herein are the City Department(s) or Division(s) listed herein estimated requirements for a twelve (12) month period; however, they shall not govern the actual quantities purchased during the contract period.

It is estimated that on a time proportionate basis the quantities for an optional renewal period will approximate the quantities listed herein; however, they shall not govern the actual quantities purchased during the optional renewal period.

## SPECIFICATIONS

Shall be in accordance with the Detailed Specifications included herein.

## CERTIFICATION

This contract involves the expenditure of money only to the extent that requisitions will be made off this contract from time to time by various City Departments during the term of this contract. For that reason, and in the absence of the requisition for immediate performance or delivery off this contract, certification by the Finance Director as to the availability of funds to meet the obligations of each individual requisition off this contract will occur on each individual requisition as such requisitions are made from time to time by various City Departments during the term of the contract. The City asserts the absence of any liability in excess of the amounts so certified.

## PRICING – LABOR

The prices stated herein shall firm, not be subject to change.

## PRICING – PARTS AND MATERIAL

Parts and material shall be invoiced at Contractor's cost plus the mark-up percentage quoted herein. The City reserves the right to inspect contractor's invoices from supplier for the parts furnished under this contract.

## INITIAL CONTRACT PERIOD

The materials/services shall be delivered, as ordered, during the period beginning on the effective date of the contract and ending September 30, 2017.

## OPTIONAL RENEWAL PERIOD(S)

At the sole discretion of the City the contract may be renewed for two (2) additional (12) twelve month periods ending September 30, 2019.

These options shall be automatically exercised unless written notice to the contrary is filed with either party not later than sixty days prior to the expiration of the current contract period. Such notice shall be provided in writing no later than 60 days prior to the end of the current contract period.

It is understood and agreed that the contract may be renewed only under the same conditions governing the original contract.

## TERMINATION

The City may terminate this Agreement at any time for any reason upon thirty (30) days written notice to Contractor.

If, through any cause, the contractor shall fail to fulfill in a timely and proper manner the Contractor's obligations under this Agreement or if the Contractor violates any of the terms and conditions, covenants or agreements of the Agreement, if no attempt is made to cure the failure within a period of ten (10) days or a longer period specified in writing, the City of Cincinnati shall have the right to terminate this Agreement by giving written notice to the Contractor specifying the effective date of the termination, at least five (5) days before such effective date. Notwithstanding the above, the Contractor shall not be relieved of liability to the City of Cincinnati for damages sustained by the City of Cincinnati by virtue of any breach of this Agreement by the Contractor, and the City of Cincinnati may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the City of Cincinnati from the Contractor is determined. Exceptions may be made with respect to defaults of subcontractors.

## EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

The Contractor shall be subject to the provisions of the City of Cincinnati Municipal Code Chapter 325, regarding Equal Employment Opportunity (EEO). The EEO Program requires the vendor awarded the contract to complete and submit a DEI 147 form. The DEI 147 form is designed to provide an evaluation of the vendor's policies and practices relating to the extension of equal employment opportunity to all persons without regard to race, religion, color, sex, sexual orientation, gender identification, national or ethnic origin, age, handicap, or Vietnam military service.

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

## SMALL BUSINESS ENTERPRISE (SBE) AND MINORITY & WOMEN BUSINESS ENTERPRISE (M/WBE) PROGRAMS

Requirements of the City of Cincinnati Municipal Code Chapter 323 (SBE Program) and 324 (M/WBE Program), and amendments thereto are applicable. The contract with the City shall be subject to, and the contractor shall comply with, the provisions of Cincinnati Municipal Code

Chapter 323 and 324. Section 323-99 and 324-99 shall be incorporated by reference into the contract with the City. Details concerning this program can be obtained from the Department of Economic Inclusion, Two Centennial Plaza, 805 Central Avenue, Suite 610, Cincinnati, Ohio 45202 or via http://www.cincinnati-oh.gov/inclusion/.

The Contractor shall utilize best efforts to recruit and maximize the participation of all qualified segments of the business community in subcontracting work, which includes the utilization of Small Business Enterprises ("SBEs"). This includes the use of practices such as assuring the inclusion of qualified Small Business Enterprises in bid solicitations and dividing large contracts into smaller contracts when economically feasible.

The Bidder is responsible for verifying that each SBE or M/WBE to be used on a contract is certified by the time of bid closing. The M/WBE and/or SBE 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 SBEs and/or M/WBEs is available online at https://cincinnati.diversitycompliance.com or at the offices of DEI.

## OFFEROR'S COVENANT OF NON-DISCRIMINATION

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

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

## VENDORS INELIGIBLE TO CONTRACT OR SUBCONTRACT WITH THE CITY

The City maintains a list of Vendors Debarred from Contracting or Subcontracting with the City may be accessed at: http://www.cincinnati-oh.gov/purchasing or may be furnished in other form upon request to the Chief Procurement Officer. The City will not contract with any person or firm on the list. It is each Bidder's responsibility to verify that each subcontractor it proposes to use is an eligible firm or person. The City will not approve a subcontractor whose name appears on the list.

## ASSIGNMENTS AND SUBCONTRACTING REQUIREMENTS

The contractor agrees to constantly supervise and monitor personnel to ensure faithful prosecution of the work. The contractor shall not assign or subcontract the work or any part

thereof unless prior approval from the City's Chief Procurement Officer using the Supplies and Services Subcontractor Approval and Substitution Request Form contained herein. Form may be submitted with the bid or during the contract period, but assignments/subcontracting may not occur unless approved.

**WAGE ENFORCEMENT**

This contract is or may be subject to the Wage Enforcement provisions of the Cincinnati Municipal Code. These provisions require that any person who has an agreement with the city or with a contractor or subcontractor of that person shall report all complaints or adverse determinations of Wage Theft and Payroll Fraud (as defined in Chapter 326 of the Cincinnati Municipal Code) against the person, contractor or subcontractors to the Department of Economic Inclusion within 30 days of notification of the complaint or adverse determination.

Under the Wage Enforcement provisions, the City shall have the authority, under appropriate circumstances, to terminate this Agreement or reduce the incentives or subsidies to be provided under this Agreement and to seek other remedies.

**ADMINISTRATIVE FEES**

The Contractor will remit to the City an Administrative Fee in the amount of one percent (1%) of the total sales from this contract.

The pricing submitted with this proposal shall include the City's Administrative Fee.

**ADMINISTRATIVE FEES MAY NOT BE ADDED AS A LINE ITEM ON ANY INVOICE.**

A statement verifying the total sales amount must accompany the remittance. This remittance will be due not later than 45 days after the last day of each calendar quarter.

**SEND INVOICE TO**

Invoices must be submitted on the contractor's standard invoice and mailed to the Fleet Services Division, 1115 Bates Avenue, Cincinnati Ohio, 45225.

The item(s) shall be invoiced showing quantity and sufficient identification data (i.e. part number, catalog number, etc.) to facilitate audit of invoices by the City of Cincinnati.

**SERVICE WORK GUARANTEE**

All work shall be performed in a first class workmanlike manner and in conformance with the best practices of the trade using first quality parts. Within thirty (30) days, the contractor shall promptly repair or replace any unit that does not operate properly or fails in any manner by reason of defective material or workmanship.

Come back repairs of this type shall be performed strictly at the expense of the contractor and shall incur no additional cost to the City.

## SERVICE WORK – DELIVERY OF VEHICLES TO CONTRACTOR

A. If the contractor is local, i.e., within the Cincinnati City Limits and/or Ohio within 15 road miles of the Fleet Services Division, the City will deliver the vehicle to the contractor's garage for work, and pick up the vehicle when work is completed.

B. If the contractor is local, i.e., within 16 to 30 road miles of the Fleet Services Division, the contractor shall be totally responsible for picking up the vehicle(s) from the Fleet Service Division, delivering the vehicle(s) to the contractor's garage for work, and returning the vehicle(s) to the Fleet Service Division when the work is completed. All transportation charges shall be at the expense of the contractor. Any liability for damages to city vehicles while in transit by the contractor in accordance with this section ("B") will be the responsibility of the contractor.

C. Contractor's who exceed 31 miles of the Fleet Services Division shall follow "B" above, with this exception: City vehicles may not be driven, but shall be transported to and from the contractor's garage by way of a JERR-DAN or other approved equal FLATBED VEHICLE TRANSPORTER.

## DELIVERY

The vehicles shall be delivered to the Fleet Services Division, 1106 Bates Avenue, Cincinnati Ohio, 45225.

## CITY'S OPTION WHEN DELIVERY TIME BECOMES EXCESSIVE

When, in the City's opinion, delivery time of any item becomes excessive resulting in inconvenience and affecting work, such item may be canceled and obtained elsewhere.

If it is necessary to use this procedure more than once and such measures have caused serious hardship, the contract may be canceled. It is agreed that both options may be taken with no liability to the City.

## PRE - DELIVERY AND DELIVERY (NON TRANSFERABLE)

Extreme care shall be taken by the Contractor to be certain that each vehicle has received complete pre-delivery service and has been fully inspected for compliance with all contract specifications and requirements.

Upon delivery, the vehicle will be carefully inspected by the Fleet Services Division, for conditions and compliance with all contract specifications and requirements. If a vehicle has to be rejected for any reason, the Contractor shall be required to pick up the vehicle at the point of delivery, accomplish all necessary corrections and return the vehicle to the point of delivery. If the Contractor exceeds 31 road miles of the Fleet Services Division, item "C" under Warranty shall apply.

Vehicle will not be accepted and approved for payment until it is in full compliance with the purchase document.

## INSURANCE

See Form 160 attached.

## TAXES

Prices should not include any taxes whatsoever. Exemption authority will be furnished.

## REQUIREMENTS AND DATA

Estimates are for a twelve (12) month period. Estimates indicated will be used solely for the purpose of making a tabulation of bids. All quantities are on a more or less basis.

## LABOR

The contractor must be able to perform factory authorized warranty repairs to Chrysler vehicles. Work shall include warranty work as well as special work that may be requested by the Fleet Services Division.

| Qty. | Unit | Description | Unit Price | Extended Total |
|---|---|---|---|---|
| 300 | Hour | Repairs shall be performed on an hourly rate basis for labor. | $___90.00____/hour | $__27,000.00__ |

**Note:** Chargeable hours shall be limited to reasonable suggested time requirements for the specific job as stated in latest edition of Mitchell Mechanical Parts and Labor Estimating Guide.

## PARTS AND MATERIALS

Annual Estimated Expenditure: $10,000.00.

Parts shall be invoiced at contractor's cost showing the contractor's cost plus **25%** markup, which shall be shown separately on the contractor's invoice.

In addition, the City shall have the right to check prices at any time against either the OEM manufacturer's price lists or the contractor's invoices from his supplier for the repair parts furnished.

## DELIVERY COMPLETIONS

Services shall be completed within 3 working days from receipt of notice to furnish from the using agency.

## QUESTIONNAIRE

This questionnaire, required to be completed by the contractor, shall become an obligation to be fulfilled by the successful contractor as part of the contract.

(Bidder must complete all items of the questionnaire listed below. Failure to complete the questionnaire may be used as sufficient bases for rejecting the bid.)

1. Contact Person: ____Bob Luchsinger_____

   Telephone Number: _513-347-~~7930~~ 4930__ Fax Number: ____513-672-2265____

2. Are you authorized to perform warranty work on Chrysler vehicles?
   _____ Yes ___X____ No

   If "yes," list all vehicles that you are authorized to do warranty work on below.

   _____

   _____

   _____

3. Name and address of location where warranty service will be performed:

   _____

   _____

4. Distance from contractor's service facility location to the Fleet Services Division, 1106 Bates Avenue, Cincinnati, Ohio 45225. _____ road miles

5. Hours of operation:

   Monday – Friday: ___7:30____ a.m. - ____6:00__ p.m.

   Saturday: ___8:00____ a.m. - ____3:00__ p.m.

   Sunday: __N/A___ a.m. - ___N/A__ p.m.

6. Number of employees engaged in warranty repair work: ___N/A__employees

7. Number of work stalls: ___21____

(continued on next page)

## QUESTIONNAIRE (continued)

8. List the approximate dollar value of your inventory in the space provided below:

| Model of Vehicle | Dollar Value of Inventory |
|---|---|
| FORD | $ 325,000 |
| | $ |
| | $ |
| | $ |
| | $ |

9. Bidder is directed to complete the City of Cincinnati Living Wage Affidavit of Compliance form included herein.

10. As part of the bid submission, the bidder should return this Bid Document with all pages intact. Removal of any pages included in the original of this document may result in the bid being determined to be non-responsive.

11. The successful contractor shall provide insurance per the requirements stated in Form 160 included herein.

# DETAILED SPECIFICATIONS

## 1. SCOPE

This specification covers the requirements of repairs to Chrysler vehicles.

The contractor must be able to perform factory authorized warranty repairs to Chrysler vehicles.

Work shall include all typical warranty work, as well as special work that may be requested by the Fleet Services Division.

## 2. WARRANTY

The entire job, including labor, shall be guaranteed by the contractor for 90 days or the manufacturer's stated warranty period, whichever is the longest period, against defective workmanship and material. The warranty shall continue to be in force for the guarantee period even though the contractor may not have the City's contract at the time repair work covered by the warranty conditions is required.

## 3. QUALIFIED WORKFORCE AND SHOP FACILITY

All work shall be performed by experienced, professional mechanics qualified to do the work specified herein in a prompt, efficient and effective manner using only the best commercial practices of the trade.

The work must be performed in a well-equipped shop suitable for all applications of repairs to Chrysler vehicles. City vehicles must be kept in a secure location while in the possession of the contractor.

## 4. PARTS

Only high quality, original equipment manufacturer parts and materials are to be used.

## 5. SAFETY STANDARDS

All work shall comply with applicable laws, ordinances and regulations. Service personnel shall perform such services in accordance with the latest industry standards, regulations and applicable safety standards.

## DETAILED SPECIFICATIONS (continued)

### 6. PROCEDURE

A job order form, prepared by the Fleet Services Division, will be presented to the contractor with each vehicle. If, after the work begins, it is determined that additional work beyond that specified on the job order is required, the contractor shall advise the Fleet Services Division before proceeding. The management of the Fleet Services Division will decide what additional work, if any, should be performed.

The contractor shall prepare an invoice based on actual hours of labor plus parts and materials used.

### 7. ITEMS REQUIRED

The City will purchase from this contract its requirement of warranty work and miscellaneous repairs not covered by existing warranties for Chrysler vehicles. The contractor will be required, when contacted by the Fleet Services Division, to pick up the equipment requiring repairs within 24 hours after receiving notification from the City that repairs are necessary. All repairs are to be completed and the vehicle is to be delivered back to the Fleet Services Division within five (5) workdays.

All parts to be used must be original equipment manufacturer parts.

# CITY OF CINCINNATI
# NON-DISCRIMINATION POLICY

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

The City of Cincinnati prohibits discrimination against any person or business in pursuit of these opportunities on the basis of race, religion, color, sex, sexual orientation, gender identification, national or ethnic origin, age, handicap, or Vietnam military service. The City will conduct its contracting and purchasing programs so as to discourage any discrimination and will vigorously seek to resolve all claims of discrimination.

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

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

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

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

- Form 2004 – Subcontractor Approval Request: (must be completed and submitted to the Department of Economic Inclusion *after contract award and prior to agency Notice to Proceed*).
- Form 2005 – Subcontractor Monthly Business Utilization Report: (must be entered on the online B2Gnow contracting modular http://cincinnati.diversitycompliance.com and submitted with monthly invoice).
- Form 2006 – Subcontractor Substitution Form: (must be submitted *before contractor starts for advance approval with any proposed change with SBE subcontractors*).

If you have any questions or need assistance in meeting these requirements, please contact the Department of Economic Inclusion at (513) 352-3144.

**EXPENDITURE LIMITATION**

Expenditures under this agreement shall not exceed $250,000.00 during a 12 month period, nor exceed $500,000.00 during the entire life of the Agreement. This Agreement shall immediately terminate when either limit is reached.

**TAX EXEMPT (Unless otherwise indicated)**

**THE CITY OF CINCINNATI**

**By** PE AG D
City Purchasing Agent

**Date** 9/14/2016

**CONTRACTOR**

Walt Sweeney Ford, Inc.
(Print Company Name in full)

**By**

**Name in Print** Timothy Sweeney

V.P.
Title

# 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 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.

## LIVING WAGE REQUIREMENTS

This contract is subject to the Living Wage provisions of the Cincinnati Municipal Code (CMC), Chapter 317. The provisions require that, unless specific exemptions apply or a waiver is granted, all employers (as defined) under service contracts shall provide payment of a minimum wage to employees (as defined) as follows:

- For employees expected to work fewer than 1,500 hours on an annual basis on this specific City contract, Contractors shall provide payment of a minimum wage to employees of $11.73 per hour with health benefits (as defined) or otherwise $13.23 per hour. Such rate shall be adjusted annually pursuant to the terms of the CMC 317.
- For employees expected to work 1,500 hours or more on an annual basis on this specific City contract, Contractors shall provide payment of a minimum wage to employees of $15.00 per hour, regardless of whether the employer provides health care benefits

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

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

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

Contractors and subcontractors shall give written notification to each current and new employee, at time of hire, of his or her rights to receive the benefits under the provisions of this chapter. A copy of such notification shall be retained by contractors and subcontractors which may be subject to audits and/or other forms of monitoring and which must include the following:

(1) Minimum Compensation.

- For employees expected to work fewer than 1,500 hours on an annual basis on this specific City contract, the initial rates of eleven dollars and seventy-three cents ($11.73) with health benefits or thirteen dollars and twenty-three cents ($13.23) without health benefits will be adjusted annually. The living wage shall be upwardly adjusted each year no later than April 30th in proportion to the increase at the immediately preceding December 31st over the year earlier level of the Consumer Price Index as published by the Bureau of Labor Statistics, U.S. Department of Labor.

## LIVING WAGE REQUIREMENTS (Continued)

- For employees expected to work 1,500 hours or more on an annual basis on this specific City contract that the Contractor shall provide payment of a minimum wage to employees of $15.00 per hour, regardless of whether the employer provides health care benefits

(2) Health Benefits. Proof of the provision of such benefits shall be submitted to the City no later than thirty (30) days after execution of the contract to qualify for the wage rate in Section 317-5(a). Health benefits shall be provided to part-time employees as well as full-time employees.

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

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

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

*(the language below applies if the contract is a firm price contract)*

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

CITY OF CINCINNATI
LIVING WAGE AFFIDAVIT OF COMPLIANCE

**The undersigned hereby agrees** to comply with all of the provisions of Cincinnati Municipal Code, Chapter 317, Living Wage, (LWO), and specifically agrees to pay all covered employees, as defined by the LWO, a living wage of no less than $15.00 per hour to all employees who work 1500 hours or more on an annual basis on a single City contract, without regard to whether health care benefits are provided; no less than $11.73 per hour to employees who work fewer than 1500 hours on an annual basis on a single City contract and to whom health care benefits are provided by the employer; and no less than $13.23 per hour to employees who work fewer than 1500 hours on an annual basis on a single City contract but who do not have health care provided by the employer. A "covered employee" is the person or persons employed by a "covered employer" to perform the specific services which are covered or funded by the contract with the city.

Our Company: (check one)

- ☐ Has a contract with the City of Cincinnati
- ☐ Is a subcontractor on a City contract.

City Contract Name & Number: _____

Under the contract named above, our Company has: (check all that apply)

- ☐ Employees who are expected to perform at least 1500 hours of work on an annual basis under the City contract who make a living wage of at least $15.00 per hour.
- ☐ Employees who are expected to perform fewer than 1500 hours of work on an annual basis under the City contract who make a living wage of at least $11.73 per hour and receive health care benefits.

| | |
|---|---|
| Health Care Provider | Plan# |
| Contact Person | Phone # |

- ☐ Employees who are expected to perform fewer than 1500 hours of work on an annual basis under the City contract who make a living wage of at least $13.23 per hour and do not receive health care benefits.
- ☑ No employees working on this City contract subject to Living Wage provisions of Chapter 317, or we are not a Covered Employer as described in Chapter 317.

**The undersigned further agrees** to comply with CMC § 317-13(c), which requires contractors and subcontractors to give written notification to each current and new employee, at time of hire, of his or her rights to receive the benefits under the LWO, and to retain a copy of such notice for inspection and review by the City upon request.

**The undersigned further agrees** to comply with CMC § 317-13 (b), which obligates contractors to require their subcontractors to comply with the provisions of the LWO.

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

| | |
|---|---|
| Name NONE | Name |
| Name | Name |

**Name of Company** Walt Sweeney Ford

By:

| | |
|---|---|
| Print Name Rebecca A. Shackelford | Title Controller |
| Signature Rebecca A. Shackelford | Date 8-19-16 |

Sworn to before me and subscribed in my presence by _____ this 19 day of August, 2016

Deborah Fischer
NOTARY PUBLIC SIGNATURE

Deborah A. Fischer
PRINTED NAME

My commission expires

DEBORAH A. FISCHER
Notary Public, State of Ohio
My Commission Expires
August 8, 2018

(SEAL)

REVISED 6/23/2016

CITY OF CINCINNATI
LIVING WAGE NOTIFICATION TO EMPLOYEE

**According to Cincinnati Municipal Code, Chapter 317, contractors and subcontractors shall give written notification to each current and new employee, at time of hire, of his or her rights to receive the benefits under the provisions of this chapter. A copy of such notification shall be retained by contractors on location, which will be subject to audits and/or other forms of monitoring.**

**Notice to Employee:** The undersigned hereby agrees to pay all covered employees, as defined by Cincinnati Municipal Code, Chapter 317, Living Wage Ordinance, who perform service work under a contract with the City of Cincinnati that is subject to Chapter 317, a living wage as follows:

*For Work on City Contracts Effective Prior to July 1, 2016:*

(1) No less than $11.73 per hour to employees who have health care benefits provided by the employer; and
(1) No less than $13.23 per hour to employees who are not provided health care benefits by the employer.

*For Work on City Contracts Effective On or After July 1, 2016:*

(1) No less than $15.00 per hour to employees who work 1500 or more hours on an annual basis on a single City contract;
(2) No less than $11.73 per hour to employees who work fewer than 1500 hours on an annual basis on a single City contract and to whom health care benefits are provided by the employer; and
(3) No less than $13.23 per hour to employees who work fewer than 1500 hours on an annual basis on a single City contract and to whom health care benefits are not provided by the employer.

The employer cost or contribution for family health care benefits equals no less than $1.50 an hour for the average work week of such employees.

The living wage rates shall be adjusted not later than April 30 each year as provided by Chapter 317 of the Cincinnati Municipal Code.

Water Sweeney
(Company Name)

Date: 9-9-16

By: [signature]
(Signature)

Timothy Sweeney
(Printed Name)

V.P.
(Title)

Date: 9-9-16

(Employee Signature)

Billy Blount
(Printed Name)

REVISED 6/23/2016