Request For Proposals
Bond Hill Recreation Center ADA Facility Improvements
RFP275X901205

ISSUE DATE: November 18, 2026

Due on or before 3:00 PM ET on December 16, 2026

MBE Goal 4% WBE Goal 6%

BUYER OF RECORD: Shannon Brower

COMMODITY CODE(S): 92537 – Facilities Design Engineering

REQUESTING AGENCY: Cincinnati Recreation Commission (CRC)

ACCEPTANCE PLACE: https://cincinnati-oh.bonfirehub.com/

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

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

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I. REQUEST

INTRODUCTION

The City of Cincinnati, Ohio, (hereinafter referred as “City”) is issuing this Request for Proposals (hereinafter "RFP") pursuant to the provisions of the Cincinnati Municipal Code (CMC), Chapter 321 from parties, (hereinafter "Offerors). The Offeror shall provide comprehensive design for the capital renovation of the Bond Hill Recreation Center, ADA Facility Improvements, located at 1501 Elizabeth Place, Cincinnati, OH 45237. The Offeror shall provide design services including architectural and hardscape design, civil, mechanical, plumbing, electrical, fire, technology, and structural engineering, as needed.

GENERAL BACKGROUND AND INFORMATION

Established in 1927, the Cincinnati Recreation Commission (CRC) provides recreational, cultural, leisure, and educational activities for Cincinnatians of all ages and abilities. CRC boasts a network of citywide recreation centers which complement CRC’s variety of aquatic facilities, 2,500+ acres of CRC outdoor athletic and playground facilities.

This Request for Proposals (RFP) is to solicit architectural and engineering services to redesign for ADA access and improvements at the Bond Hill Recreation Center. Bond Hill is a neighborhood within Cincinnati; located on the northeast side of the city and is home to approximately 6,000 residents. The Cincinnati Recreation Commission is seeking proposals to work alongside the city, to make various improvements to the Recreation Center including making the entrance more inviting and easily accessible, replacing the flooring in the multi- gen room to match the other rooms in the building and renovating the restrooms to be modern and ADA compliant.

The proposed project must meet the safety and standards for the latest design principles. The design of the project should draw and engage with local users of the recreation center to both excite existing users and motivate future customers to use the amenities.

The renovation scope includes the front entrance and access from the parking lot, multigenerational room flooring, and existing restroom facilities. This RFP seeks a qualified firm to lead a collaborative planning and design process that emphasizes equity, access, and innovation. The selected partner will engage closely with CRC staff to meet standards and provide modern features to aging amenities.

Following a competitive selection process, the City may award a contract to the Offeror that presents the “Most Advantageous to the City” proposal, in accordance with CMC Chapter 321.

The City reserves the right to request additional information or clarifications from Offerors and to conduct inquiries to ensure qualified personnel will deliver the project. CRC expects proposals that prioritize accessibility, align with the RFP timeline, and adhere to all City regulations.

Key Project Design Components:

- **Building Entrance:**
  - Easily Identifiable

- Accessible from Parking to Interior, ADA standard minimum
- Enticing to attract people to use facility
- Cost estimation for construction

• Multi-Gen Room:

- Replace Existing Gym Flooring with LVT to match other multi-purpose room floors and base.
- Cost estimation for construction

• Restrooms

- ADA compliant restrooms with modern fixtures

SCOPE OF SERVICES/SPECIFICATIONS

The Offeror is to produce construction documents for renovated Bond Hill Recreation Facility spaces to be publicly bid. The design team is to work directly with the CRC and meet on a regular basis during design phases. The design team shall also serve as project architect/engineer throughout the duration of the project through closeout.

Project Deliverables will include:

- Project Renderings
- Interior and exterior presentation boards, as applicable
- Documents to obtain all permits.
- Construction Documents
- Documents/Presentation for any variances that will be required.
- Stamped documents for other necessary permits
- Cost Estimates: Cost estimates are to be provided throughout the project. Cost estimate shall be provided at the following times at a minimum:
  - Schematic Design
  - Design Development
  - 50% Design Submission
  - 90% Design Submission
- Value engineering as required to meet the desired budget.
- Revit Model of completed project: The successful firm shall provide CRC a complete as-built Revit Model of the project at the completion of project closeout.

Scope of Services by Phase:

Programming: CRC has developed two rudimentary designs for the project. The design team is to review the design and check its validity with the requirements presented by the CRC design team. A building code analysis of the project shall be developed at this time and checked against the proposed design. The existing site conditions and utilities will be evaluated during this phase. At this time, the letter of risk factors and statement of safety will also be developed.

*** Any survey work needed is to be completed by the Offeror as part of project.**

Schematic Design: In the schematic design phase designs will be created 3D using the Revit software or similar 3D modeling. The schematic design will show special relationships (adjacencies), forms of space, size and

appearance of the project while maintaining the design direction. An overall presentation site plan will be developed showing the relationship of the building to the site and site improvements. This will be developed in conjunction with CRC's civil engineer.

1. The schematic design will be presented to the CRC design team

2. The schematic design will be presented to Cincinnati Recreation Commission's Board.

3. The schematic design will be presented to the community. Design team should budget for two community engagement meetings and one final design presentation to Madisonville Community Council.

Design Development: The design development documents shall illustrate and describe the development of the approved schematic design and shall consist of a 3D model, drawings and other documents including plans, sections, elevations, typical construction details and diagrammatic layout of the building systems to fix and describe the size and character of the project including structural, mechanical, electrical systems and other elements as may be appropriate. The design development documents shall include outline specifications that identify the major materials, systems and generally establish quality levels. The design team will develop a cost estimate during this phase of the work.

1. At the end of this phase the design team will submit the design development drawings and outline specifications to CRC

2. The design development cost estimate will be submitted. If the project is over budget recommendations to bring the project within budget will be submitted.

Construction Documents: Adjust the design as necessary to comply with the budget established for the project. The final bid package will be prepared for submission for bidding and permits. The drawings and specifications shall be complete and sufficiently detailed to bid the project in the public contracting arena. Construction estimates will be prepared at the 50% construction documents and 90% construction documents submission times in the project.

1. Review meetings will be held at 50% documents and 90% document.

2. Estimates will be presented at the 50% and 90% document meetings.

3. The design team will submit drawings and specification in advance of the 50% and 90% document meetings for CRC review.

4. Complete documents will be submitted in PDF format for bidding the project.

TERM

The term of this Agreement shall commence on the effective date of the Agreement. Delivery of plans and associated services shall be complete within two hundred (250) days of the contract signing.

EVALUATION CRITERIA

Cost & Budget	30 points
Experience & Expertise	25 points
Implementation & Design	25 points
Experience with Bidding and Construction Phase	20 points

SUBCONTRACTING GOAL

The MBE subcontracting goal for this RFP is 4%. The WBE subcontracting goal for this RFP is 6%

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

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

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

TIMETABLE

Milestones for the process	**Date**
1. Release of RFP	11/18/2026
2. Date of Pre-Submission meeting	12/1/2026
3. Deadline for written questions	12/4/2026
4. Submissions Due in Bonfire	**12/16/2026**
LATE SUBMISSIONS WILL NOT BE ACCEPTED	
5. City initiates negotiations with preferred Offeror (approx.)	Early 2027

PRE-SUBMISSION MEETING

The City will hold a non-mandatory pre-submission meeting on **December 1, 2026**, starting at the Bond Hill Recreation Center, **1580 Yarmouth Avenue Cincinnati, OH 45237** at **10:00 a.m**., then moving to the Bond Hill Pool, then to the Lincoln Aquatic Facility.

QUESTIONS CONCERNING THE RFP

All questions or requests for clarification must be submitted in writing no later than December 4, 2026, at 11:00 am ET. Questions and clarification requests may be emailed to the buyer of record indicated on the cover page of this RFP or submitted through the Bonfire portal at https://cincinnati-oh.bonfirehub.com/. If emailing, please reference **"RFP275X901205 Bond Hill Rec Center"** in the subject field of the message. Questions received after the designated period may not be considered. Any response made by the City will be provided in writing via Addendum.

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

PREVENTING UNFAIR COMPETITIVE ADVANTAGES

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

RFP SUBMISSIONS

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

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

Responses to this RFP **must** be submitted through the City's Bonfire portal at https://cincinnati-oh.bonfirehub.com/. **Responses submitted by hard copy, mail, or e-mail will not be accepted.**

Important notes:

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

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

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

PUBLIC RECORDS REQUIREMENTS

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

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

SELECTION PROCESS

Selection of a preferred Offeror(s) and subsequent award(s) of contract(s) will comply with the Cincinnati Municipal Code (CMC). The City will award a contract(s) to the successful Offeror(s) considering the total requirements for this procurement and what is “Most Advantageous to the City” in accordance with CMC Chapter 321.

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

The City reserves the right to ask for additional information and clarification from or about any or all of the Offerors. The City may require selected Offerors to make an oral presentation of their submission.

PROCESS FOR ENTERING INTO AGREEMENT

The Offeror(s) whose submission(s) is/are found to be the "Most Advantageous" to the City of Cincinnati will be offered the opportunity to negotiate with the intent to enter into an Agreement with the City. The scope, terms and conditions of that Agreement shall be in substantial conformance with the terms, conditions and specifications described in this RFP and with the proposal that is submitted by the Offeror(s) whose submission(s) is/are found to be the "Most Advantageous" to the City.

Offerors should be prepared to begin contract negotiations upon submitting. If the Offeror is not able to begin contract negotiations, the City may disqualify that Offeror.

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

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

ADDITIONAL INFORMATION

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

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

The City publishes information on the City of Cincinnati Internet web site at www.cincinnati-oh.gov, which includes the Cincinnati Municipal Code.

CONTRACTOR REGISTRATION

The Offeror awarded the contract shall be a registrant under Vendor Self Service (VSS) at time of award. Go to https://cincinnati-oh.cgiadvantage.com/OHCIN/PRD/Advantage4 to register.

EQUAL EMPLOYMENT OPPORTUNITY

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

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

AMERICANS WITH DISABILITIES ACT

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

CONTRACTOR'S COVENANT OF NON-DISCRIMINATION

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

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

TAXPAYER IN GOOD STANDING

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

Section II – Content and Form of Submissions

1. **Cover Letter (1 page limit) –** A cover letter introducing your firm and summarizing your submission.

2. **Company Overview (1 page limit) –** Provide an overview of your firm, including its history, experience, and qualifications relevant to this project/service.

3. **Approach and Methodology (2-page limit) –** Detail your approach to fulfilling the requirements outlined in the Scope of Work/Specifications. Include your methodology, strategies, and any innovative approaches you plan to employ.

4. **Project Team (1 page limit) –** Provide information about the key personnel who will be involved in this project/service, including their qualifications and relevant experience.

5. **References (1 page limit) –** Provide at least two references from past clients or projects that demonstrate your firm's capability to successfully deliver similar services.

6. **Economic Inclusion (1 page limit) –** Provide a statement indicating whether the Offeror is a City of Cincinnati Department of Economic Inclusion Certified S/M/WBE or is partnered with such a firm.

7. **Required and Miscellaneous Forms – Offeror must submit all required forms as indicated in Section III of this RFP.**

8. **Exceptions – Offeror must include a statement indicating compliance with the Terms and Conditions presented in all sections of this RFP or any exceptions.**

9. **Cost Proposal (1 page limit, MUST BE SUBMITTED AS A SEPARATE ATTACHMENT) –** Present a detailed cost proposal outlining all expenses associated with the project/service, including labor, materials, and any other relevant costs. Total cost of the project will be evaluated for scoring.

SECTION III – REQUIRED FORMS

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

- **ATTACHMENT 1 – Offeror Corporate and Contact Information**
  - **REQUIRED WITH SUBMISSION**

- **ATTACHMENT 2 – Affidavit of Accuracy and Signature Page**
  - **REQUIRED WITH SUBMISSION**

- **ATTACHMENT 3 – Subcontracting Outreach Program**
  - **REQUIRED WITH SUBMISSION**
  - The "MBE/WBE Goals Inclusion Packet" which includes the applicable forms to be completed and included with the proposal is available at the following webpage: https://www.cincinnati-oh.gov/inclusion/forms/bid-proposal-forms/ . When on the aforementioned webpage, please click on the weblink called "Goals Inclusion Packet" to download and access the appropriate forms.

- **ATTACHMENT 4 – Equal Employment Opportunity (EEO) Form (DEI147)**
  - **REQUIRED WITH SUBMISSION**. A copy of the form is available at the following webpage: https://www.cincinnati-oh.gov/inclusion/forms/equal-employment-opportunity-forms/ .

SECTION IV TO RFP275X901205
CONTRACT TERMS AND CONDITIONS

SCOPE OF SERVICES

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

METHOD OF PAYMENT

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

B. **Prompt Payment System.** This Agreement is subject to, and Contractor shall comply with, the provisions of Chapter 319 of the Cincinnati Municipal Code that provide for a Prompt Payment System.

SUBCONTRACTS, SUCCESSORS, AND ASSIGNS

A. **Subcontracts.** Contractor agrees that none of the work or services covered by this Agreement, except as otherwise expressly authorized herein, shall be subcontracted without the prior written approval of the City. Forms to request approval for the use of subcontractors are available for download at: https://www.cincinnati-oh.gov/inclusion/forms/subcontractor-utilization-forms-for-post-award-use/ and must be submitted and approved before subcontractors are authorized to begin work. The City has no obligation to pay Contractor for any work or services performed by a subcontractor prior to the City's written approval of that subcontractor. In the event Contractor employs a subcontractor without first securing the required approval of the subcontractor by the City, the City shall have the right to stop payment to Contractor or to withhold any monies due Contractor until the subcontractor is approved. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

B. **Use of Debarred Subcontractors Prohibited.** The City maintains a list of Vendors Debarred from Contracting or Subcontracting with the City, which may be accessed at: http://www.cincinnati-oh.gov/purchasing or may be furnished in other form upon request. The City will not contract with any firm or person on the list. It is Contractor's responsibility to verify that each subcontractor it proposes to

use is an eligible firm or person. The City will not approve a subcontractor whose name appears on the list. The City shall neither accept nor be liable for any increase in costs, or other expenses, delay, loss, or subsequent ineligibility to contract with the City incurred by a contractor as a result of the City rejecting any proposed person, firm, partner, principal, affiliate, subcontractor or supplier that is debarred or suspended after the submission of a bid, proposal, or other communication leading to a contract, but before the approval or award of the contract.

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

COMPLIANCE WITH LAWS, REGULATIONS, AND PROGRAMS

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

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

C. Minority and Women Business Enterprise Programs

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

those contract participation goals.

6. The City, through the Director of Economic Inclusion, must approve in advance and in writing any MBE or WBE substitution. If, after making good faith efforts as defined by the rules and regulations for Chapter 324 of the Cincinnati Municipal Code, Contractor is unable to find one or more qualified and certified substitutes capable of performing work under this Agreement, Contractor must request a post-award waiver or reduction of the contract participation goals for this Agreement as provided in section 324-23 of the Cincinnati Municipal Code.
7. The failure to comply with the contract participation goals is a material breach of this Agreement unless a request for a post-award waiver or reduction of the contract participation goals has been submitted by Contractor and approved by the Director of Economic Inclusion.
8. A business that is certified both as an MBE and as a WBE may be counted either toward the MBE goal or toward the WBE goal, but not toward both, and it may not be allocated partially toward each.
9. If Contractor hires or engages another party who then subcontracts work under this Agreement, Contractor agrees to include in its contract with such party a requirement that said party take the affirmative steps required by the Rules and Regulations adopted under Chapter 324 when advertising and awarding such subcontracts.

D. Subcontracting Reporting

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

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

use of commercial waste franchisees can be directed to, and a list of current franchisees can be obtained from, the City's Office of Environment & Sustainability by calling (513) 352-3200.

2. Living Wage Provisions.

1. This Agreement may subject to, and in such case, Contractor shall comply with, the Living Wage provisions found in Chapter 317 of the Cincinnati Municipal Code. The provisions require that, unless specific exemptions apply or a waiver is granted, all employers (as defined) under service contracts with the City shall pay a minimum wage to employees (as defined) of $20.38.27 per hour for full-time employees (as defined), $15.91 per hour for part-time employees (as defined) provided with health benefits (as defined) by their employer, or $17.96 per hour for part-time (as defined) who are not provided health insurance (as defined) by their employer. Such rate shall be adjusted annually pursuant to the terms of the Municipal Code.
2. The requirements of this provision apply to Contractor as well as any subcontractors performing services under this Agreement. Language indicating the subcontractors' agreement to comply with this provision shall be included in the contracts between Contractor and its subcontractors. A copy of such subcontracts or other such agreements shall be submitted to the City.
3. Under the Living Wage provisions, the City shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies.

3. Wage Enforcement.

4. If Contractor is providing services valued in excess of $25,000 and related to construction or real estate development, this Agreement is subject to the Wage Enforcement provisions of the Cincinnati Municipal Code. These provisions require that any person who has an agreement (as defined in section 326-2-A2 of the Cincinnati Municipal Code) with the City or with a contractor or subcontractor of a person who has an agreement with the City shall report all complaints or adverse determinations of Wage Theft and Payroll Fraud (as defined in Chapter 326 of the Cincinnati Municipal Code) against the person, contractor, or subcontractors to the Department of Economic Inclusion within 30 days of notification of the complaint or adverse determination.

5. Contractor is required to include provisions in solicitations and contracts regarding a development site that all employers, contractors or subcontractors performing or proposing to perform work on a development site provide an initial sworn and notarized "Affidavit Regarding Wage Theft and Payroll Fraud" on a form prescribed by the City Manager or the City Manager's designee and, within 30 days of an adverse determination or complaint of wage theft or payroll fraud, shall provide an "Amended Affidavit Regarding Wage Theft and Payroll Fraud" on a form prescribed by the City Manager or the City Manager's designee.

6. Contractor is required to authorize, and does hereby specifically authorize, any local, state or federal agency, court, administrative body, or other entity investigating a complaint of Wage Theft or Payroll Fraud against the person (collectively "investigative bodies") to release to the City's Department of Economic Inclusion any and all evidence, findings, complaints, and determinations associated with the allegations of Wage Theft or Payroll Fraud upon the request of the City and further authorizes such investigative bodies to keep the City advised regarding the status of the investigation and ultimate determination. If the investigative bodies require the person, contractor, or subcontractor to provide additional authorization on a prescribed form or in another manner, the person, contractor, or subcontractor shall be required to provide such additional authorization within 14 days of a request by the City.

7. Contractor shall include in its contracts with all subcontractors language that requires the subcontractors to provide the authorizations set forth in section 5.G.3. above and further requires each subcontractor to include in its contracts with other subcontractors those same obligations for each

subcontractor and each lower tier subcontractor.

8. Contractor shall post a conspicuous notice on the development site throughout the entire period work is being performed pursuant to this Agreement indicating that the work being performed is subject to Cincinnati Municipal Code Chapter 326, Wage Enforcement, as administered by the City of Cincinnati Department of Economic Inclusion. Such notice shall include contact information for the Department of Economic Inclusion as provided by the department.

9. Under the Wage Enforcement provisions of Chapter 326, the City shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies.

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

CERTIFICATION AS TO NON-DEBARMENT

Contractor certifies that neither Contractor nor Contractor's principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction covered by this Agreement. Contractor acknowledges and agrees that Contractor or Contractor's principals is/are presently debarred then Contractor shall not be entitled to compensation under this Agreement and that Contractor promptly shall return to the City any funds received pursuant to this Agreement. In such event, any materials received by the City pursuant to this Agreement shall be retained as liquidated damages.

CONTRACTOR'S INSURANCE AND INDEMNIFICATION

A. **Workers' Compensation.** Contractor shall secure and maintain such insurance as will protect Contractor from claims under the Workers' Compensation Laws.

B. **General Liability Insurance.** Contractor shall secure and maintain such general liability insurance as will protect Contractor from claims for bodily injury, death, or property damage which may arise from the performance of Contractor's services under this Agreement, with a combined single limit for bodily injury and property damage liability of a minimum of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate. The City shall be named as an additional insured, and the policy shall contain a waiver of subrogation in favor of the City.

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

D. **Automobile and Umbrella Insurance.** Contractor shall secure and maintain during the entire Agreement

period such automobile liability insurance as will protect Contractor from claims for bodily injury, death, or property damage which may arise from the operation of a motor vehicle in the performance of Contractor's services under this Agreement. The policy shall include individual coverage for bodily injury or death in an amount not less than $100,000.00 per person and $300,000.00 per accident and property damage liability of a minimum of $100,000.00 per occurrence. In addition, Contractor shall secure and maintain during the entire Agreement period an umbrella liability insurance policy with a minimum of $1,000,000.00 of coverage. The City shall be named as an additional insured on both policies, and each policy shall contain a waiver of subrogation in favor of the City.

E. Proof of Coverage. Contractor shall furnish the City with Certificates of Insurance or other verification satisfactory to the City certifying that the insurance policies and amounts required by this Agreement are in effect as required. Such certificates shall include a notice of cancellation clause that requires notification of cancellation to be sent to the City.

F. Notice of Cancellation. Contractor shall notify the City in writing at least 90 days prior to Contractor's cancellation of any insurance policy. Contractor shall notify the City in writing within five days of notice from the insurer of insurer's intent to cancel or not renew any policy required under this Agreement.

G. Indemnification of the City. Contractor shall indemnify, defend, and save the City and its officers, agents, and employees harmless from and against any and all losses, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character in connection with or arising directly or indirectly out of errors or omissions or negligent acts by Contractor including by Contractor's employees and agents in the performance of this Agreement.

TERMINATION; NON-PERFORMANCE

A. Termination by the City The City may terminate this Agreement at any time for any reason upon seven days' written notice to Contractor. In the event of termination of this Agreement, Contractor shall be paid Contractor's compensation for services satisfactorily completed up to the termination date as determined in accordance with Exhibit B attached hereto.

B. Termination for Non-Performance

1. If through any cause, Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if Contractor shall violate any of the covenants or agreements of this Agreement, all finished or unfinished documents, data, studies, reports, and/or information prepared by Contractor under this Agreement shall, at the option of the City, become the City's property.

2. In the event of termination due to the fault of Contractor, Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by Contractor, and the City may withhold any payments otherwise due but not yet paid to Contractor for the purpose of set-off until such time as the exact amount of damages due the City from Contractor is determined. The City reserves the right to use any other legal or financial remedies to recover all or part of the City's prior payments to Contractor if the damages sustained by City as a result of Contractor's default are greater than may be satisfied through setoff. The City also reserves the right in the event of non-performance of this Agreement to prohibit or limit any future contractual relationships with Contractor, either directly or indirectly.

C. **Alternatives to Termination.** In the event Contractor fails to fulfill the terms and conditions of this Agreement in a timely and diligent manner, the City reserves the right, at its sole option, as an alternative to termination of the Agreement, to reduce the services required herein of Contractor and to reduce the projected budget in a manner which reflects such a reduction, by giving notice of such in writing, stating the date such reduction will become effective.

D. **Termination Under Cincinnati Municipal Code Section 301-3.** Contractor specifically acknowledges that Section 301-3 of the Cincinnati Municipal Code requires the City to annually review the performance of the financial institutions holding City funds in connection with their compliance with the Community Reinvestment goals of the City. If Contractor is a financial institution, the failure of Contractor to be recommended for continued deposit of City funds by the Committee on Reinvestment will be cause for termination of this Agreement.

OWNERSHIP OF PROPERTY

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

CONFLICT OF INTEREST

A. **Disclosure.** Contractor hereby covenants that it has disclosed any information that it possesses about any business relationship or financial interest that said Contractor has with a City employee, a business owned by such an employee, or any business relationship or financial interest that a City employee has with Contractor or in Contractor's business.

B. **Employee or Agent of City.** Contractor agrees that no officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the services under this Agreement, nor any immediate family member or close business associate of such officer, employee, or agent of the City, or any organization which is about to employ any such person, shall have any personal financial interest, direct or indirect, in Contractor or in this Agreement, and Contractor shall take appropriate steps to assure compliance with this provision.

C. **Subcontractors.** Contractor agrees that it will not contract with any subcontractor in which it has any personal financial interest, direct or indirect. Contractor further covenants that neither it nor any of its contractors or subcontractors shall employ any person in the performance of this Agreement in violation of this Section.

INDEPENDENT CONTRACTOR

Contractor shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of the City. Contractor shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder and all persons performing the same and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any. Nothing herein shall be construed as creating a partnership or joint venture between the City and Contractor. No person performing any of the work or services described hereunder shall be considered an officer,

agent, servant, or employee of the City, nor shall any such person be entitled to any benefits available or granted to employees of the City.

CONFIDENTIALITY

Contractor, its agents, and its employees will keep and retain any and all information and records received from the City or generated under this Agreement in strictest confidence and will neither use such information or records nor disclose such information or records to anyone without the explicit written permission of the City through the City Manager or the City Manager's designee. Contractor warrants that it has and will continue to have safeguards in place to assure that Contractor, its agents, and its employees keep such information and records confidential. Contractor immediately shall notify the City if Contractor receives any request for records that may be governed by Ohio Revised Code § 149.43 and related sections of the Ohio Revised Code.

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

REPORTS, INFORMATION, AND AUDITS

Contractor, at such time and in such form as the City may require, shall furnish the City such reports as may be requested pertaining to the services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement. Contractor shall retain all financial and administrative records for a minimum of three years following completion of the Agreement and shall permit the City or any of its representatives or auditors access to such records at no cost to the City.

PROPRIETARY MATERIALS

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

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

NOTICES

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

To the City:	To Contractor:
<Department>	<Contractor Name>
<Street Address>	<Street Address>
	<City, State Zip Code>
Cincinnati, Ohio 45202	ATTN: <Name, Title>
ATTN: <Name, Title>	<Email Address>
<Email Address>	

WAIVER

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

LAW TO GOVERN

This Agreement is entered into and is to be performed in the State of Ohio. The City and Contractor agree that the law of the State of Ohio shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement without regard to choice of law and conflicts of law principles.

FORUM SELECTION

Contractor and its successors and assigns acknowledge and agree that all state courts of record sitting in Hamilton County, Ohio, shall be the exclusive forum for the filing, initiation, and prosecution of any suit or proceeding arising from or out of, or relating to, this Agreement, or any amendment or attachment thereto, including any duty owed by Contractor to the City in connection therewith.

AMENDMENT

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

ENTIRETY

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

SEVERABILITY

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

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