



BID REFERENCE
NUMBER:

164R905146

INVITATION TO BID

DATE ISSUED	05/4/2016
BIDS DUE BY	<u>05/25/2016 at 12:00 PM</u>
DEADLINE FOR QUESTIONS	<u>05/18/2016 at 12:00 PM</u>

Address Bids to: MSD/Procurement
c/w Sewers Procurement
Two Centennial Plaza
805 Central Avenue
Suite 234
Cincinnati, Ohio 45202

CASH DISCOUNT

BIDDER TO STATE CASH DISCOUNT BELOW:

_____ % IF PAID WITHIN _____ DAYS

DELIVERY COMPLETED WITHIN

_____ DAYS AFTER RECEIPT OF ORDER
(SEE PARAGRAPH 7 OF THE GENERAL TERMS AND CONDITIONS)

The bid documents **SHALL** be returned intact. **FXED or ELECTRONICALLY MAILED** bids are *unacceptable*. Bids and all forms requiring signature *must* be completed and signed at time of submittal. All signature(s) *must* be original. Failure to comply with these requirements may cause a bid to be rejected as non-responsive.

Questions or request for additional information should be directed via e-mail to the MSDGC Sewers Procurement Services Supervisor, at MSD.procurement@cincinnati-oh.gov. Questions must be received by the deadline for questions as specified in this bid document.

THIS PAGE MUST BE SIGNED FOR YOUR BID TO BE VALID

BID SUBMITTED BY	
COMPANY NAME:	_____
ADDRESS:	_____
CITY:	_____ STATE: _____ ZIP: _____
PHONE NUMBER:	_____
FAX NUMBER:	_____
AUTHORIZED SIGNATURE:	_____
PRINTED NAME:	_____
TITLE:	_____
DATE:	_____
EMAIL:	_____

	Contact Person(s)	Email for Questions
Contract Administrator	Kathy Dove	MSD.procurement@cincinnati-oh.gov
Requisitioner	Jenny Richmond	Jennifer.Richmond@cincinnati-oh.gov

COMMODITY CODE	BID DESCRIPTION
990-46	SECURITY GUARD SERVICES FOR MSD
	(AS DETAILED HEREIN)

GENERAL CONDITIONS, INSTRUCTIONS, AND INFORMATION FOR BIDDER

- 1) **Special Conditions:** Special conditions included in the Bid Document shall take precedence over any provisions stipulated hereunder.
- 2) **Applicable Laws:** The Revised Code of the State of Ohio, insofar as it applies to the laws of competitive bidding, contracts, and purchases, are made a part hereof. All laws of the United States of America and the State of Ohio applicable to the products or services covered herein are made a part hereof.
- 3) **Workers' Compensations:** The bidder or 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.
- 4) **Infringements and Indemnification:** The Bidder, if awarded an order or contract, 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 either order or contract and he 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 bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the City wherever such insurance is deemed necessary. When so required the types and amounts of insurance to be provided is set forth in the Bid Document.
- 5) **Default Provisions:** In case of default by the bidder or contractor, the City of Cincinnati may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess costs occasioned thereby.
- 6) **Pricing:** Prices should be stated in unit of quantity specified in the Bid Document. In case of discrepancy in computing the amount of the bid, the unit prices quoted will govern.
- 7) **Delivery:** Quotations should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder prices quoted will be considered as being based on delivery to the destination designated in the Bid Document and to include all delivery and packing charges. As delivery may be a deciding factor in the award of an order, it is important that the bidders furnish delivery information in the space provided.
- 8) **Specifications:** Unless otherwise stated by the bidder the bid will be considered as being in strict accordance with the specifications outlined in the Bid Document.

Reference to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description *unless* a departure or substitution is clearly noted described in the bid and approved by the City.
- 9) **Samples:** Samples, when requested, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.
- 10) **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. If no cash discount is indicated in the space provided in the Bid Document the terms will be considered as Net-thirty (30) days. Cash discount offered for payment in fewer than twenty five (25) calendar days cannot be considered.
- 11) **Bid Informalities and Rejection:** The City reserves the right to waive informalities not inconsistent with law or to reject any or all bids.
- 12) **Award:** Unless otherwise specified in the Bid document, the City reserves the right to accept any item in the bid. Unless otherwise stated in the Bid Document bidder may submit bids on any item or group of items, provided however that the unit prices are shown as requested. Award provisions are set forth in the Bid Document.
- 13) **Payments:** Partial payments may be made upon presentation of a properly executed Invoice unless otherwise stated in the Bid Document. The final payment will be made by the City when the materials, supplies or equipment have been fully delivered and accepted or the work completed to the full satisfaction of the City.
- 14) **Bidder's Signature:** Each bid form and all forms requiring signature must be signed by the bidder at the time of submittal with his usual, *original*, signature. All signatures should be in full. Failure to do so shall result in the bid being rejected as non-responsive. Bids by partnership should include the names of the partners composing the partnership and must be signed by one or more of the partners in the following manner: "John Jones and James Smith, d.b.a. Smith-Jones Company, by John Jones, a partner."
- 15) **Submission and Receipt of Bids:**
 - a) Bids, to receive consideration, must be received prior to the specified time of closing as designated in this Bid Document.
 - b) Bidders must use this form. Bid forms must be returned intact. Removal of any part thereof may invalidate the bid.
 - c) Each bid shall be enclosed in a sealed opaque envelope with the Bidder's name, the bid description, bid reference number, and due date.
 - d) Separate bids must be submitted on each reference number.
 - e) Bids having any erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.
 - f) Bids should be mailed or delivered to the MSD/Procurement, c/o Procurement Supervisor, Two Centennial Plaza, 805 Central Avenue, Suite 234, Cincinnati, Ohio 45202.
- 16) **Bidder Agrees:** In compliance with this invitation of bids and subject to all conditions listed herein, the bidder offers and agrees: if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in, accordance with the specification applying and the price set opposite each item.

- 17) **Registration:** Each Bidder awarded a contract shall be a registrant under Vendor Self Service (VSS) at time of award. Go to <http://www.cincinnati-oh.gov/vss/> to register.
- 18) **Small Business Enterprise (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, 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.
- 19) **MSDGC Equal Employment Opportunity Program:** Prior to the award of the contract, the selected bidder must complete and return a MSDGC Form 147; the form must be signed by a person authorized to bind the bidder. More information on the MSDGC Equal Employment Opportunity Program can be found at the following website:
http://msdgc.org/about_msd/capital_improvement_program/construction_contracts/contract_compliance_program/eeo/index.html.
- 20) **Expiration of Obligation:** All disbursements hereunder must be properly invoiced within ninety (90) days after the Initial Contract Period as set forth in the Bid Document. The City shall have no obligation as to invoices submitted thereafter.
- 21) **Interpretation of Bid and/or Contract Documents:** No oral interpretation will be made to any bidder as to the meaning of the Bid and/or Contract Documents or any part thereof. Contract documents shall be defined as the contract itself and any delivery orders that reference the contract. Every request for such an interpretation shall be made in writing to the City. Any inquiry received within the time specified for questions prior to the date fixed for the opening of bids will be given consideration. Every interpretation made to a bidder will be on file with Sewers Procurement Services. In addition, copies will be mailed to each person holding Bid Documents. It shall be the bidder's responsibility to make inquiry as to any interpretations issued. All such interpretations shall become part of the Bid and/or Contract Documents and all bidders shall be bound by such interpretations whether or not received by the bidders.
- 22) **Changes and Addenda to Bid Documents:** Information on all changes or addenda issued in relation to this bid will be posted on **Open Data Cincinnati** <https://data.cincinnati-oh.gov>. It shall be the bidder's responsibility to make the inquiry as to changes and addenda issued. All such changes or addenda shall become part of the bid and all bidders shall be responsible for taking the contents of such changes or addenda into consideration when preparing and submitting their bid.
- 23) **Cooperative Purchasing:** The City of Cincinnati and other governmental entities may purchase the commodities indicated in this solicitation and the resulting contract. Each Entity will issue its own purchasing document based on the contract's pricing.

BID DOCUMENT - As part of the bid submission, the bidder must return the bid Document with all pages intact.

Removal of any pages included in the original may result in the bid being determined to be non-responsive.

CONTRACTOR REGISTRATION

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

ADDITIONAL INFORMATION

Bidder should contact the following: MSD – Jenny Richmond at 513-244-5597.

VISITING PREMISES AND ADDITIONAL INFORMATION

Bidder should contact the following for inspection of the site:

MSD – Jenny Richmond at 513-244-5597.

Prior to submitting a bid, prospective bidders should visit the premises and familiarize themselves with existing conditions.

REQUISITIONER(S)

For furnishing during the period of the contract the commodity and/or service listed herein as required by the Metropolitan Sewer District (MSD) from time to time.

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.

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.

INITIAL CONTRACT PERIOD

The service shall be delivered as ordered during the period beginning on July 1, 2016 and ending June 30, 2017.

OPTIONAL RENEWAL PERIOD(S)

At the sole discretion of the City the contract may be renewed for two (2) additional twelve month periods ending June 30, 2019. The City will notify the contractor in writing of its intention to renew the contract prior to expiration date of the current contract period. Either party may opt to not renew the contract. 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 agreement of the Agreement, if no attempt is made to cure the failure within a 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.

PRICING

Prices shall be firm, not subject to change.

REQUESTED ITEMS

The City Department(s) or Division(s), listed herein, will purchase on this contract its needs of only the items listed herein.

DELIVERY

The services shall be furnished as needed and ordered to: MSD Wastewater Collection Division, 225 West Galbraith Road, Cincinnati, Ohio 45215 and 1600 Gest Street, Cincinnati Ohio 45204.

SEND INVOICE TO

Invoices must be submitted on the contractor's standard invoice and mailed to Metropolitan Sewer District, 1600 Gest Street, Cincinnati, Ohio 45204. 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.

EEO/SBE REGULATIONS (MSDGC)

PLEASE DIRECT ALL QUESTIONS ABOUT CONSTRUCTION EEO to MSDGC's CONTRACT COMPLIANCE OFFICER, WHO CAN BE REACHED AT 513/352-3278.

PLEASE DIRECT ALL QUESTIONS ABOUT CONSTRUCTION SBE TO MSD's SMALL BUSINESS ENTERPRISE OFFICE AT 513/557-5967.

All bidders will be subject to the provisions of the Metropolitan Sewer District of Greater Cincinnati's (MSDGC) program regarding Equal Employment Opportunity (EEO) and Small Business Enterprise (SBE).

Requirements of the Equal Employment Opportunity Program include the submission of form METROPOLITAN SEWER DISTRICT (MSD) 147, INCLUDED IN THIS BID DOCUMENT.

If Bidder's Proposal submitted herewith is accepted, the Bidder named herein shall within ten (10) days after notice from the Contract Compliance Office qualify under the Equal Employment Opportunity requirements.

If you have submitted MSD-147 within the past 12 months, a photocopy of your submission may be attached to this bid in lieu of completing the enclosed form.

If the completion of the work on the project described herein requires expediting (not applicable in an emergency), failure to have complied with the above requirement will be sufficient cause to reject your bid.

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 before or during the contract period, but assignments/subcontracting may not occur unless approved.

SPECIFICATIONS

Shall be in accordance with the General Requirements and Detailed Specifications included herein.

INSURANCE

See Form 160 attached.

QUESTIONNAIRES

Bidder shall accurately complete the questionnaire(s) included herein.

AWARDING CRITERIA

In making an award the City will evaluate the bids received considering such factors as listed below as well as other factors, which are considered pertinent:

1. Price
2. Compliance with bid conditions and specifications
3. Bidder's capability
4. Review of references
5. Review and approval of Inspection Tour Schedule
6. Number and condition of company's vehicles that will be used to perform the Services

AWARDED CONTRACT

The City does not guarantee the percentage of usage of services provided under this contract. The City reserves the right to decrease, or eliminate services required at any time during the contract period. Decreases or elimination of services shall be taken at no cost or penalty to the City.

ONE AWARD

Prices should be quoted in the units requested; however, the City will award a contract to only one successful bidder, considering the total requirements. **For a bid to receive consideration prices must be quoted for each and every item.**

REQUIREMENTS AND DATA METROPOLITAN SEWER DISTRICT

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.

Bid prices shall be inclusive of ALL costs, including, but not limited to, fuel, insurance, equipment, labor, overhead and profit.

1. Furnishing uniformed security guards at the MSD Wastewater Collection Division (Maintenance Headquarters), 225 W. Galbraith Road, Cincinnati, Ohio 45215, for **24 - hour guard service, including weekends and legal holidays**

Est. Qty.	Unit	Description	Unit Price	Extended Total
6736	Hrs	Guard Services MSD Wastewater Collection	\$_____/Hr	\$_____

2. Furnishing uniformed security guards at the MSD Mill Creek Treatment Plant, 1600 Gest Street, Cincinnati, Ohio 45204, for 24-hour a day guard service, **including weekends and legal holidays.**

Est. Qty.	Unit	Description	Unit Price	Extended Total
18952	Hrs	MSD Mill Creek Treatment Plant	\$_____/Hr	\$_____
12	Month	Vehicle provided by the contractor (includes all costs associated with vehicle including fuel).	\$_____/Hr	\$_____
Total amount of your Bid for Mill Creek Treatment Plant				\$_____

TOTAL amount of your Bid for Wastewater Collection AND Mill Creek Treatment Plant				\$_____
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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.

Contact person and 24 hour phone number:

How many employees do you have? Full time: _____ Part time: _____

How many of your employees are supervisors?

Address of local office: _____

Name and phone number of local contact Person

NOTICE REQUIRED BY CONTRACTOR

In order that supplemental service requirements may be scheduled, in addition to the regular daily services at the site indicated, it is important that the contractor furnish the information requested below.

The City shall notify the contractor within _____ calendar days of the need for additional services.

The actual minimum time needed by the contractor to furnish guards on an emergency basis is _____ hours.

COMMUNITY FIRST AID TRAINING

Can you provide guards with community first aid certification? Yes _____ No _____

GENERAL REQUIREMENTS

UNIFORMS, OTHER EQUIPMENT, ETC.

The contractor shall provide all necessary police type uniforms, personal equipment, etc., for the guards. Uniforms shall be neat, clean, and all matching in appearance.

Shall conform to the statutory provisions of the Ohio Revised Code, Chapter 4749 – Private Investigators, and regulations issued by the Ohio Department of Commerce. Specifically, Regulation Code-5-16 Uniforms for “Private Investigators,” and the Cincinnati Police Division regulations covering “Private Police” uniforms, promulgated under the provisions of Article IV, Section 5 of the Cincinnati Administrative Code.

FIREARMS

A baton or chemical mace may be carried only if certified and approved in writing by the City. The contractor’s personnel shall not be equipped with firearms.

PERSONNEL

The contractor’s personnel shall be free of arrest records and emotional disorders, and shall pass a criminal record check.

SERVICE REQUIRED

Because of the necessity to instruct the contractor’s personnel in their duties and because of their need to familiarize themselves with the City personnel and the daily routine, it is preferred that the same guards be furnished for regular scheduled services.

The contractor shall provide continuous supervision and shall make frequent inspections of their personnel on the premises.

The contractor shall distribute a list of all emergency telephone numbers to his/her personnel employed at the site, including supervisory personnel.

Service shall include guard coverage to establish:

- Security protection against fire, theft, and vandalism;
- Employee and visitor identification;
- Control of vehicular traffic, maintain order and supervise parking;
- Other measures necessary for maximum security.

Specific duties of the guards will be specified by the City supervisor at each location. The contractor shall furnish, at no additional cost to the City, all necessary warning signs, for posting at entrances, that the building is protected by a security service.

PERSONNEL

Personnel must be capable of:

- Reading, comprehending, and following complete written instructions.
- Comprehending and following complete oral instructions.
- Comprehending and following all applicable laws, rules and regulations.

Writing clear, concise and complete reports legibly.

Giving instructions and directions to visitors or other personnel.

All personnel must be clean, neat, courteous to the public, reliable and well trained. Personnel shall be free of arrest records and emotional disorders.

All personnel must be interviewed and approved, in writing, by the City.

Personnel must comply with all timetables and schedules established by the City. The City will not condone absenteeism, tardiness, dishonesty, intoxication, sleeping, poor behavior or incompetence. The City will not condone any violations of the terms and conditions of this contract. Failure of the contractor to conform to the terms and conditions stated herein may result in immediate termination of the contract by the City.

LOCAL CONTACT

Contractor **must** maintain a local office in the Greater Cincinnati area and a local contact during normal business hours. All scheduling of work must be performed by the local contact.

ASSIGNMENTS AND SUBCONTRACT

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.

LAWS TO BE OBSERVED

The contractor shall observe and comply with all Federal, State, City law, ordinances, and regulations, in any manner affecting the work, at all times. The contractor shall indemnify and save harmless the City of Cincinnati, its officers, agents, and servants against any claim or liability arising from or based on a violation of such law, ordinance or regulation, whether by himself/herself, or his/her employees.

INDEMNITY AGAINST ALL SUITS

The contractor further agrees that he/she will indemnify and save harmless the City 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 part or parties, by or from any of the acts or anything of said contract, his/her servants or agents, in the prosecution of the work under this contract.

The contractor agrees to indemnify and save harmless the City from suites, actions, or claims against it arising out of any embezzlement, theft, conversion, or any other crime against anyone's property by said contractor, his/her servants or agents when such act of embezzlement, theft, conversion or crime against property in any way arises out of this contract.

GENERAL REQUIREMENTS (cont.)

INCOMPETENT

If, at any time, any person employed by the contractor shall be determined by the City to be unfaithful, incompetent, or disorderly, the contractor shall immediately remove such personnel from the City location. The contractor shall at all times have personnel at the City location to whom notice, orders and instructions may be given.

PRECEDENCE

Any function of the City relative to the health, safety, or welfare of the public or the timely operation of a facility, program, event, or exhibit shall take precedence, and the contractor shall arrange his/her schedule accordingly.

ANNOYANCE OF OTHERS

The contractor's personnel shall not annoy or in any way hinder any other contractor, any employees, or representatives of the City.

OTHER SECURITY CONTRACTORS

This contract shall not be construed as the sole privilege of furnishing the total requirements of guard services for the City of Cincinnati.

The City reserves the right to furnish security personnel of a different organization, if such organization meets the requirements of the contract and are approved by the City.

The City reserves the right to contract for security personnel of a different organization if the need for extra personnel cannot be supplied under this contract.

PRE-AWARD

Prior to the awarding of the contract, the City may wish to meet with one or more of the bidders. The City shall have the right to request any additional information that may be necessary to determine the lowest and best bid.

BACKGROUND VERIFICATION

Within 5 business days of contract execution the contractor SHALL perform background verifications using "WEBCHECK" for all guards that will be assigned to the Metropolitan Sewer District of Greater Cincinnati detail. The cost of "WEBCHECK" shall be the sole responsibility of the contractor. The contractor shall provide a list of employees that will be immediately assigned to the Metropolitan Sewer District of Greater Cincinnati post, or may be assigned in the future, that have had a "WEBCHECK" background check in compliance with this section. Only those listed individuals shall be assigned to the Metropolitan Sewer District of Greater Cincinnati post.

The contractor shall certify in writing that any guard assigned to the Metropolitan Sewer

District of Greater Cincinnati post has had a background check performed via "WEBCHECK" within 30 days of assignment.

In no case shall a guard be assigned, or permitted to perform security guard services, that has not had a "WEBCHECK" background check within 30 calendar days of assignment or has not met the requirements as stated in Title 1, Section 109.57.2 of the Ohio Revised Code.

ADDITIONAL GUARDS

On occasions, the Department of Homeland Security will issue an advisory of terrorist threats and raise the security level to high risk, which may require additional inspection tours and/or personnel. If additional security is needed, the City reserves the right to add personnel to the contract by official change order. If additional personal/inspection tours are needed, it shall be billed at the contractor's bid price.

ADDITIONAL LOCATIONS/SERVICES

The Contractor shall provide additional patrols as the need arises. Additional patrols, if required, shall be provided at the bid price. Instructions for such guards shall be provided by the site manager.

MANUALS

There is to be a complete "Security Regulations Manual" developed at the onset of the establishment of a security contract by the Contractor and approved by the City. This manual is to include all the duties required for security personnel, as well as emergency numbers and procedures, and lists of persons allowed access to the property.

The Contractor must provide adequate supervision of the security guards assigned to the posts, including unscheduled inspections.

Security reports, on a security form approved by the City, must be submitted on every shift by the guards on duty. Special incident reports are to be completed as necessary.

Meetings are to be scheduled by the Contractor with the City, at the convenience of the City, to update the security manual, develop innovative methods of improving the security procedures, and to discuss other pertinent security matters.

The Contractor must submit a resume for all officers prior to assignment. The Contractor shall also be responsible for training a substitute in his/her duties and not expect the City to train a security guard when he/she arrives at the City location.

DETAILED SPECIFICATIONS - METROPOLITAN SEWER DISTRICT

SCOPE

On the basis of this contract, the contractor shall furnish uniformed guard(s) to the Metropolitan Sewer District of Greater Cincinnati, as required.

Uniformed security guards are to be provided as follows:

225 West Galbraith Road for the following times, one guard per shift:

24 hour a day, 7 days a week guard service including Weekends and Legal Holidays

1600 Gest St. for the following times and shifts:

Main Guard Shack, 24 hours a day, 7 days a week (2 Guards 8:30am-5:30pm)

Evans Guard Shack, 12 hours a day, 1st shift, Monday through Friday

Roving, 6:30 p.m. to 6:30 a.m., Monday through Friday, 24 hours on Holidays and Weekends

WWA Front Desk, 8:00am-5:00pm, Monday through Friday

WEEC Front Desk, 8:00am-5:00pm, Monday through Friday

All security guards assigned to contract must have completed 120 hours of certified private police training; have a minimum of one year experience in security.

Any guard assigned to the Metropolitan Sewer District of Greater Cincinnati post shall have a certification from the American Red Cross (or equivalent organization) in Community First Aid including CPR. The contractor shall certify in writing that any guards assigned to the Metropolitan Sewer District of Greater Cincinnati post at contract execution, or at any time in the future have a current American Red Cross Community First Aid Certification (or equivalent course from a properly accredited organization.)

Metropolitan Sewer District of Greater Cincinnati

MSDGC SBE Goal Compliance Plan Cover Page

PROJECT INFORMATION		
Project Name: Security Guard Services for MSD		
Established SBE Participation Goal as Indicated in Legal Notice: 16%		
BIDDER INFORMATION		
Bidder Name:		
Bidder Firm is a:	(check) SBE	Joint Venture N/A
Bidder's Contact Person:		
Contact Person Telephone Number:		
Contact Person Email Address:		
Contact Person Fax Number:		
Bidder Firm Address:		
City:	State:	Zip Code:
BID AND SBE PARTICIPATION		
Total Base Bid Price: \$		
SBE Participation:		
<i>If Bidder is not an SBE Firm, SBE Participation is the SBE Subcontractor(s) Amounts and %.</i>		
<i>If Bidder is SBE Firm, SBE Participation Includes SBE Bidder and SBE Subcontractor Amounts and %.</i>		
Check one:	Will Meet SBE Participation Goal	Will Not Meet SBE Participation Goal
<i>If the Subcontractor is not Registered with the MSDGC SBE Program and/or Certified by the City of Cincinnati Office of Contract Compliance SBE Program, usage will not be acceptable as SBE Participation. Visit www.msdbg.org to view the current MSDGC SBE Vendor Listing or www.cincinnati-oh.gov to view City of Cincinnati SBE Directory.</i>		

THIS PLAN MUST BE SIGNED AND SUBMITTED WITH YOUR BID
<p>I certify that the information included in this SBE Goal Compliance Plan is true and complete to the best of my knowledge and belief. I further understand and agree that this SBE Goal Compliance Plan shall become a part of my Trade Contract with the City of Cincinnati as agent for the County Commissioners of Hamilton County, Ohio for operation of the Metropolitan Sewer District of Greater Cincinnati (the "City").</p> <p>_____</p> <p>Name and Title of Authorized Representative</p> <p>_____</p> <p>Signature</p> <p>Date: _____</p>

For MSDGC Use Only		
Subcontracting Plan	Approved	Not Approved
_____	_____	_____
Initials	Date	

Metropolitan Sewer District of Greater Cincinnati

REQUIREMENTS FOR BID SUBMISSIONS TO MSDGC		
This Page Should Not Be Submitted with Bid		
Condition(s)	Document / Form(s) to be Submitted	Due
<i>If There Is No SBE Participation Goal Established For The Project:</i>	MSDGC SBE Goal Compliance Plan Cover Page	With Bid
	Subcontractor Utilization Plan (Statement of Intent to Utilize Firms) EXCEPTION: Only submitted if subcontractors are used on the project.	At pre-construction or any time during project before subcontractors are used.
<i>If SBE Participation Goal WILL Be Met:</i>	MSDGC SBE Goal Compliance Plan Cover Page	With Bid
	Subcontractor Utilization Plan (Statement of Intent to Utilize Firms)	Within 2 Business Days of Bid Opening from ALL Bidders
<i>If SBE Participation Goal WILL NOT Be Met:</i>	MSDGC SBE Goal Compliance Plan Cover Page	With Bid
	Waiver Request Form and Affidavit	With Bid
	SBE Subcontractors Good Faith Efforts Summary Sheets documenting Good Faith Efforts made by bidder.	With Bid
	Subcontractor Utilization Plan (Statement of Intent to Utilize Firms)	Within 2 Business Days of Bid Opening from ALL Bidders
Please note: Documentation must support <u>ALL</u> of the areas checked on the Waiver Request Form and Affidavit. The SBE Program review may determine the bid non-responsive if the areas checked cannot be supported. Remember, the Good Faith Efforts Summary has to be granted by MSDGC SBE Program. MSDGC reserves the right to ask for additional information to support documentation.		
Failure To Submit the Appropriate Documentation is Cause For Bid To Be Deemed Non-Responsive.		

Calculation of the cost of materials and supplies obtained from a SBE toward SBE participation goal:
A. If the materials or supplies are obtained from a SBE manufacturer, 100% of the cost of the materials or supplies shall count toward SBE goals.
B. If the materials or supplies are purchased from a SBE supplier (that is not a manufacturer), 60% of the cost of the materials or supplies shall count toward SBE goals.



SUBCONTRACTOR UTILIZATION PLAN (STATEMENT OF INTENT TO UTILIZE FIRMS)
 Submit form via email to msd.procurement@cincinnati-oh.gov

Page _____ of _____

THIS DOCUMENT MUST BE ACCURATELY COMPLETED, SIGNED AND SUBMITTED WITHIN 2 BUSINESS DAYS OF BID OPENING			
Procurement Description:		Project Name (if applicable):	
Company Name:		Date Submitted:	Total Contract Value: \$
Address:		Federal Tax ID#:	
Contact Person:	E-mail:	Telephone #:	

The Above Named Company Will Execute A Formal Agreement With The Firms Listed Below. This Form Must Be Submitted **Within 2 Business Days Hours Of Bid Opening** By **ALL** Bidders. The Bidder Must List **ALL SUBCONTRACTORS**, Regardless Of The Amount Or Service. Failure To Complete This Form With All The Pertinent-Requested Information (As Indicated In Each Column), Shall Cause A Bid To Be Non-Responsive. This Document Will Be Included As Part Of The Contract.

Company Name/Address/Contact Person/Telephone/Email	Federal Tax ID#	Describe Exact Type of Work/*Supplier	*Subcontract Dollars	*Subcontract Percentage	SBE	MBE	WBE	Non-SMWBE	For Office Use Only (Calculation)
					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

***Please note: If the materials or supplies are obtained from an SBE manufacturer, 100% of the cost of the materials or supplies shall count toward SBE goals. If the materials or supplies are purchased from an SBE that is not a manufacturer, 60% of the cost of the materials or supplies shall count toward SBE goals.**

I certify that the above information is true to the best of my knowledge. The company acknowledges and agrees that if awarded the contract, formal agreements will be executed with the companies listed above. This Subcontractor Utilization Plan form will be included as part of the contract.

Signature: _____ Title: [Click here to enter text.](#) Print Name: [Click here to enter text.](#) Date: [Click here to enter text.](#)

Metropolitan Sewer District of Greater Cincinnati

Waiver Request Form and Affidavit

Bidders who do not meet the **contract goal for SBE participation must earn a minimum of eighty-five (85) points** in the following categories to determine if adequate “Good Faith Efforts” (GFE) to meet the Established SBE Participation Goal were made. **MSDGC SBE Office must approve the Waiver Request.**

Affidavit of: _____

_____ being first duly cautioned and sworn, states as follows:

_____ (Name of bidder) has made Good Faith Efforts to comply with the contract goals under the following areas checked and as established in the attached documentation:

- 1** - (10 pts.) Solicited, through all reasonable and available means (e.g. attendance at pre-bid meetings, accessed www.msdbg.org/listsbe_vendors and [www.cincinnati-oh.gov/SBE Directory](http://www.cincinnati-oh.gov/SBE_Directory), advertising and/or written notices) the interest of all certified SBEs who have the capability to perform the work of the contract. To be considered reasonable, the bidder should solicit this interest not less than **fourteen (14) days** prior to the bid submission deadline, in order to allow MSDGC registered SBEs and/or Certified City of Cincinnati SBEs sufficient time to respond to the solicitation. [To receive credit for this effort, the bidder must determine with certainty if the SBEs are interested by documenting and taking the appropriate steps to follow up initial solicitations.]
- 2** – (10 pts.) Selected portions of the work to be performed by SBEs in order to increase the likelihood that the SBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate SBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
- 3** – (15 pts.) Provided interested MSDGC registered SBEs and/or Certified City of Cincinnati SBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation for SBE participation.
- 4** – (20 pts.) Negotiated in good faith with interested MSDGC registered SBEs and/or Certified City of Cincinnati SBEs. It is the bidder’s responsibility to make a portion of the work available to SBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available SBE subcontractors and suppliers, so as to facilitate SBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of MSDGC registered SBEs and/or Certified City of Cincinnati SBEs that were considered, a description of the information provided regarding the plans and specifications for the work selected for subcontracting. [To receive credit for this effort, the bidder shall also submit written evidence as to why additional agreements could not be reached for SBEs to perform the work.]
- 5** – (10 pts.) Considered a number of factors in its negotiation with potential SBEs, and took SBE subcontractors’ price and capabilities, as well as the contract goals, into consideration. However, the fact that there may be some additional costs involved in finding and using SBEs is not itself sufficient reason for a bidder’s failure to meet the contract SBE goals, as long as such additional costs are not manifestly unreasonable. The ability or desire of a prime contractor to perform the work of the contract within its

Metropolitan Sewer District of Greater Cincinnati

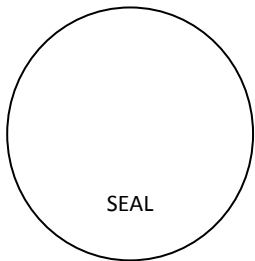
own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from SBEs if the price difference is manifestly unreasonable. In this regard, bids submitted by other bidders and their proposed SBE utilization may be considered in determining whether a price difference is manifestly unreasonable.

- 6** – (10 pts.) If participation of specific MSDGC registered SBEs and/or Certified City of Cincinnati SBEs was considered, the bidder did not reject SBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. An SBE subcontractor’s standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of SBE subcontractor proposals when considering the contractor’s efforts to meet the project goal.
- 7** – (20 pts.) Made efforts to assist interested MSDGC registered SBEs and/or Certified City of Cincinnati SBEs in obtaining bonding, lines of credit, or insurance as required by MSDGC or the contractor.
- 8** – (25 pts.) Made efforts to assist interested MSDGC registered SBEs and/or Certified City of Cincinnati SBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- 9** – (15 pts.) Effectively used the services of community organizations, contractors’ groups, local, state and federal business assistance offices, and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of SBEs.
- 10** – (30 pts.) The bidder is actively participating in an ongoing mentor/protégé relationship with an MSDGC registered SBE and/or Certified City of Cincinnati SBEs in the assistance of their business growth and development.

The undersigned hereby affirms, upon personal knowledge, that the good faith efforts indicated above were performed by the bidder prior to the submission of the bid. The undersigned hereby agrees to provide any additional documentary evidence of its good faith efforts as requested by MSDGC.

Date _____

Name of Bidder: _____



Signature _____

Title _____

State of _____

County of _____

Subscribed and sworn to before me on this _____ day of _____, 20____

Notary Public _____

My commission expires _____

SBE SUBCONTRACTORS GOOD FAITH EFFORTS SUMMARY SHEET

Page _____ of _____

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

Procurement Description:		Project Name and ID (if applicable):	
Company Name:		Date Submitted:	Total Contract Value: \$
Address:		Federal Tax ID#	
Contact Person:	E-mail:	Telephone #:	

1 - (10 pts.) Solicited, through all reasonable and available means (e.g. attendance at pre-bid meetings, accessed [www.msdbg.org/listsbe_vendors_and www.cincinnati-oh.gov/SBE_Directory](http://www.msdbg.org/listsbe_vendors_and_www.cincinnati-oh.gov/SBE_Directory), advertising and/or written notices) the interest of all MSDGC Registered and/or Certified City of Cincinnati SBEs who have the capability to perform the work of the contract. To be considered reasonable, the bidder should solicit this interest not less than **fourteen (14) days** prior to the bid submission deadline, in order to allow SBEs sufficient time to respond to the solicitation. [To receive credit for this effort, the bidder must determine with certainty if the SBEs are interested by documenting and taking the appropriate steps to follow up initial solicitations.]

For each MSDGC registered SBE and/or Certified City of Cincinnati SBE firm contacted, list the name(s) and all information requested below related to the above Project. If additional space is required, this form may be duplicated.

Company Name/Address/Contact Person/Telephone/Email	Type of Business	Type of Work / Service(s) Solicited	How was Business Contacted (e.g., email, phone, letter, etc.?)	Response to Solicitation (e.g.. will submit bid, no response, not interested)	Bid/Quote Amount	Company Selected (Write Yes or No)

It is hereby certified that the above firms were contacted and offered an opportunity to respond on the above project. We further certify that the above statements are a true account of all firms' responses to our solicitation. Copies of all bids and/or quotes will be made available upon request.

Signature _____ Title _____ Print Name _____ Date _____

SBE SUBCONTRACTORS GOOD FAITH EFFORTS SUMMARY SHEET

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Company Name:		Date Submitted:	Total Contract Value: \$
Address:		Federal Tax ID#	
Contact Person:	E-mail:	Telephone #:	

2 – (10 pts.) Selected portions of the work to be performed by SBEs in order to increase the likelihood that the SBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate SBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.

List all information requested below related to the above Project. If additional space is required, this form may be duplicated.

Portion of Work to be Performed by SBEs:		

It is hereby certified that the above firms were contacted and offered an opportunity to respond on the above project. We further certify that the above statements are a true account of all firms' responses to our solicitation. Copies of all bids and/or quotes will be made available upon request.

Signature _____ Title _____ Print Name _____ Date _____

Metropolitan Sewer District of Greater Cincinnati



SBE SUBCONTRACTORS GOOD FAITH EFFORTS SUMMARY SHEET

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Company Name:		Date Submitted:	Total Contract Value: \$
Address:		Federal Tax ID#	
Contact Person:	E-mail:	Telephone #:	

3 – (15 pts.) Provided interested MSDGC registered SBEs and/or Certified City of Cincinnati SBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation for SBE participation.

For each SBE firm contacted, list the name(s) and all information requested below related to the above Project. If additional space is required, this form may be duplicated.

Company Name/Address/Contact Person/Telephone/Email	Date Provided

It is hereby certified that the above firms were contacted and offered an opportunity to respond on the above project. We further certify that the above statements are a true account of all firms' responses to our solicitation. Copies of all bids and/or quotes will be made available upon request.

Signature _____ Title _____ Print Name _____ Date _____

SBE SUBCONTRACTORS GOOD FAITH EFFORTS SUMMARY SHEET

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Address:		Federal Tax ID#	
Contact Person:	E-mail:	Telephone #:	

4 – (20 pts.) Negotiated in good faith with interested MSDGC registered SBEs and/or Certified City of Cincinnati SBEs . It is the bidder’s responsibility to make a portion of the work available to SBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available SBE subcontractors and suppliers, so as to facilitate SBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of SBEs that were considered, a description of the information provided regarding the plans and specifications for the work selected for subcontracting. [To receive credit for this effort, the bidder shall also submit written evidence as to why additional agreements could not be reached for SBEs to perform the work.]

For each SBE firm contacted, list the name(s) and all information requested below related to the above Project. If additional space is required, this form may be duplicated.

Company Name/Address/Contact Person/Telephone/Email	Description of information provided	If Agreement Reached, Yes. If No, Why Not?

It is hereby certified that the above firms were contacted and offered an opportunity to respond on the above project. We further certify that the above statements are a true account of all firms’ responses to our solicitation. Copies of all bids and/or quotes will be made available upon request.

Signature _____ Title _____ Print Name _____ Date _____

Metropolitan Sewer District of Greater Cincinnati



SBE SUBCONTRACTORS GOOD FAITH EFFORTS SUMMARY SHEET

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Address:		Federal Tax ID#	
Contact Person:	E-mail:	Telephone #:	

5 – (10 pts.) Considered a number of factors in its negotiation with potential SBEs, and took SBE subcontractors’ price and capabilities, as well as the contract goals, into consideration. However, the fact that there may be some additional costs involved in finding and using SBEs is not itself sufficient reason for a bidder’s failure to meet the contract SBE goals, as long as such additional costs are not manifestly unreasonable. The ability or desire of a prime contractor to perform the work of the contract within its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from SBEs if the price difference is manifestly unreasonable. In this regard, bids submitted by other bidders and their proposed SBE utilization may be considered in determining whether a price difference is manifestly unreasonable.

For each SBE firm contacted, list the name(s) and all information requested below related to the above Project. If additional space is required, this form may be duplicated.

Company Name/Address/Contact Person/Telephone/Email	Type of Work / Service(s) Considered	If Agreement Reached, Yes. If No, Why Not?

It is hereby certified that the above firms were contacted and offered an opportunity to respond on the above project. We further certify that the above statements are a true account of all firms’ responses to our solicitation. Copies of all bids and/or quotes will be made available upon request.

Signature _____ Title _____ Print Name _____ Date _____

Metropolitan Sewer District of Greater Cincinnati



SBE SUBCONTRACTORS GOOD FAITH EFFORTS SUMMARY SHEET

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Address:		Federal Tax ID#	
Contact Person:	E-mail:	Telephone #:	

6 – (10 pts.) If participation of specific SBEs was considered, the bidder did not reject SBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. An SBE subcontractor’s standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of SBE subcontractor proposals when considering the contractor’s efforts to meet the project goal.

For each SBE firm contacted, list the name(s) and all information requested below related to the above Project. If additional space is required, this form may be duplicated.

Company Name/Address/Contact Person/Telephone/Email	If Agreement Reached, Yes. If No, List Sound Reasons Why Not?

It is hereby certified that the above firms were contacted and offered an opportunity to respond on the above project. We further certify that the above statements are a true account of all firms’ responses to our solicitation. Copies of all bids and/or quotes will be made available upon request.

Signature _____ Title _____ Print Name _____ Date _____

Metropolitan Sewer District of Greater Cincinnati



SBE SUBCONTRACTORS GOOD FAITH EFFORTS SUMMARY SHEET

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Address:		Federal Tax ID#	
Contact Person:	E-mail:	Telephone #:	

7 – (20 pts.) Made efforts to assist interested MSDGC registered SBEs and/or Certified City of Cincinnati SBEs in obtaining bonding, lines of credit, or insurance as required by MSDGC or the contractor.

For each SBE firm contacted, list the name(s) and all information requested below related to the above Project. If additional space is required, this form may be duplicated.

Company Name/Address/Contact Person/Telephone/Email	Type of Assistance	If Agreement Reached, Yes. If No, Why Not?

It is hereby certified that the above firms were contacted and offered an opportunity to respond on the above project. We further certify that the above statements are a true account of all firms' responses to our solicitation. Copies of all bids and/or quotes will be made available upon request.

Signature _____ Title _____ Print Name _____ Date _____

Metropolitan Sewer District of Greater Cincinnati



SBE SUBCONTRACTORS GOOD FAITH EFFORTS SUMMARY SHEET

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Company Name:		Date Submitted:	Total Contract Value: \$
Address:		Federal Tax ID#	
Contact Person:	E-mail:	Telephone #:	

8 – (25 pts.) Made efforts to assist interested MSDGC registered SBEs and/or Certified City of Cincinnati SBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

For each SBE firm contacted, list the name(s) and all information requested below related to the above Project. If additional space is required, this form may be duplicated.

Company Name/Address/Contact Person/Telephone/Email	Type of Assistance	If Successful, Yes. If No, Why Not?

It is hereby certified that the above firms were contacted and offered an opportunity to respond on the above project. We further certify that the above statements are a true account of all firms' responses to our solicitation. Copies of all bids and/or quotes will be made available upon request.

Signature _____ Title _____ Print Name _____ Date _____

SBE SUBCONTRACTORS GOOD FAITH EFFORTS SUMMARY SHEET

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Company Name:		Date Submitted:	Total Contract Value: \$
Address:		Federal Tax ID#	
Contact Person:	E-mail:	Telephone #:	

9 – (15 pts.) Effectively used the services of community organizations, contractors’ groups, local, state and federal business assistance offices, and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of SBEs.

For each SBE firm contacted, list the name(s) and all information requested below related to the above Project. If additional space is required, this form may be duplicated.

Organization Name/Address/Contact Person/Telephone/Email	How Did You Use Organization?	Date

It is hereby certified that the above firms were contacted and offered an opportunity to respond on the above project. We further certify that the above statements are a true account of all firms’ responses to our solicitation. Copies of all bids and/or quotes will be made available upon request.

Signature _____ Title _____ Print Name _____ Date _____

SBE SUBCONTRACTORS GOOD FAITH EFFORTS SUMMARY SHEET

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Company Name:		Date Submitted:	Total Contract Value: \$
Address:		Federal Tax ID#	
Contact Person:	E-mail:	Telephone #:	

10 – (30 pts.) The bidder is actively participating in an ongoing mentor/protégé relationship with an SBE in the assistance of their business growth and development.

For each SBE firm participating in your mentor/protégé relationship, list the name(s) and all information requested below related to the above Project. If additional space is required, this form may be duplicated.

Company Name/Address/Contact Person/Telephone/Email	Type of Business

It is hereby certified that the above firms were contacted and offered an opportunity to respond on the above project. We further certify that the above statements are a true account of all firms' responses to our solicitation. Copies of all bids and/or quotes will be made available upon request.

Signature _____ Title _____ Print Name _____ Date _____



**METROPOLITAN SEWER DISTRICT
OF GREATER CINCINNATI**
*EQUAL EMPLOYMENT OPPORTUNITY
AND CONTRACT COMPLIANCE PROGRAM*

MSDGC FORM 147 – Company / Organization Data Sheet

_____ Company / Organization Name		_____ Federal Tax ID / Social Security No.
_____ Local Address		_____ City / State / ZIP
_____ Local Representative	_____ Phone Number	_____ E-mail Address
_____ EEO Administrator	_____ Phone Number	_____ E-mail Address

The Company / Organization identified above intends to provide the following (check one):

- Professional Services Construction Services Supplier (Materials / Equipment)
- Other (Identify) _____

By signing below, the Company / Organization identified above agrees to understand and abide by the terms and conditions of the [State of Ohio](#), and MSDGC [Equal Employment Opportunity](#) and [Contract Compliance](#) programs, as applicable, for the duration of any MSDGC contract(s) for goods or services.

_____ Signature of Authorized Representative	_____ Title	_____ Date
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METROPOLITAN SEWER DISTRICT OF GREATER CINCINNATI

EQUAL EMPLOYMENT OPPORTUNITY AND CONTRACT COMPLIANCE PROGRAM

MSDGC Form 147 – Company / Organization Employment Data

Identify the total number of full-time, permanent employees within the company/organizations workforce, according to the occupational descriptions, race/ethnic and gender categories listed. Additional instructions can be found on the [MSDGC Contract Compliance website](#).

ALL EMPLOYEES			MALE						FEMALE					
JOB CATEGORIES	TOTAL MALE & FEMALE	HANDICAPPED	WHITE	AFRICAN AMER.	ASIAN OR PACIFIC ISLANDER	AMER. IN. ALASKAN NATIVE	HISPANIC	TOTAL MALE	WHITE	AFRICAN AMER.	ASIAN OR PACIFIC ISLANDER	AMER. IN. ALASKAN NATIVE	HISPANIC	TOTAL FEMALE
Officials, Managers & Supervisors														
Professionals														
Technicians														
Sales Workers														
Office and Clerical														
Craftspersons (Skilled)														
Operatives (Unskilled)														
Laborers (Unskilled)														
Service Workers														
Apprentices														
TOTAL														
Veterans														
Total Employment from previous report (if any)														

CONTRACTORS INSURANCE

1. ALL INSURANCE

1.1 General

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

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

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

1.2 Proof of Carriage

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

2. STATE OF OHIO WORKERS COMPENSATION INSURANCE

2.1 Coverage Required

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

2.2 Proof of Carriage

Certificate or Policy

3. GENERAL LIABILITY INSURANCE

3.1 Coverage Required

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

3.2 Proof of Carriage

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

4. OTHER INSURANCE

4.1 Coverage Required

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

4.2 Demolition Coverage

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

4.3 Proof of Carriage

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

5. FAILURE TO KEEP INSURANCE IN EFFECT

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

BASIC INSURANCE COVERAGE

General Liability

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

Automobile Liability

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

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

Builders Risk

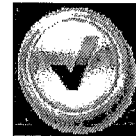
"All Risk" Builders Risk policy which shall provide Fire and Extended Coverage, Vandalism and Malicious Mischief coverage for an amount equal to one hundred percent (100%) of the completed value of the project and shall be written in the Owner's and Contractors name.

MSDGC

BID SUBMISSION CHECKLIST

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

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



here

Form/Page No.	Form Name/Description	COMPLETED
Page 1	Complete "Bid Submitted By" information on the first page (be sure to sign your bid)	
Page 8	Complete Bid Form / Requirements and Data (pricing information)	
Page 9	Questionnaire	
00 41 06	MSDGC SBE Goal Compliance Plan Forms	
MSD 147	EEO information – Complete/Sign 2 pages	
Corrections	If any Corrections are issued, submit with bid	