Request For Proposals
BuildReady
RFP275X901201

ISSUE DATE: October 7, 2026

Due on or before 12:00 PM ET on November 13, 2026

BUYER OF RECORD: Bethany Pritchard

COMMODITY CODE(S): 90600 – Architectural Services, Professional

REQUESTING AGENCY: Office of Strategic Growth

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 and City Manager Administrative Regulation 23 for Professional Services, from parties (hereinafter "Contractor”). This RFP is for the design of pre-approved middle housing architecture plans. The Contractor shall design permit-ready plans for duplexes, triplexes, and fourplexes; visit various construction sites; write professional reports; meet with City of Cincinnati staff, developers, and contractors; review bid documents; and review site plans, project predevelopment, and planning activities.

GENERAL BACKGROUND AND INFORMATION

Connected Communities, the City’s most recent zoning and land-use reform, was approved by council on June 5, 2024, and officially went into effect on July 1, 2024. As the City of Cincinnati works to implement the goals and strategies outlined in Connected Communities, we have developed the BuildReady initiative to incentivize and subsidize the development of missing middle housing within those specified corridors.

In August of 2024, HUD published the FY24 PRO Housing Notice of Funding Opportunity. PRO Housing provides grant funding to communities that have been actively taking steps and demonstrating progress in addressing local housing barriers. In the FY2024 program year, there was $100 million total funding available for jurisdictions. The City of Cincinnati applied for this grant program on October 15, 2024, with a request of $2 million to work in tandem with the Connected Communities funding that has been committed. The City was awarded the full request on January 14, 2025, and it was confirmed in August 2025.

Once the award was confirmed, the City established the four main components of the project: engagement, a design competition, procurement of six pre-approved plans for middle housing (two each of two-, three-, and four-family buildings), and a demonstration project to build two prototypes of the homes using the pre-approved plans. To start, the City spent months talking to over a dozen cities about their strategies for pre-approved plans, design competitions, and building middle housing. Then, the team met with other City departments and utilities to understand their needs, conducted research about vacant lots, and developed an initial strategy and timeline. Next, the team engaged professionals and community members to understand their opinions about the initiative, which the team used to modify the initiative’s strategy.

The Design Competition launched on May 27th to broaden the understanding of possible middle housing in Cincinnati by advancing creative and new approaches, to serve as a community engagement tool by collecting feedback on popular design elements, and to generate public and professional interest in the later pre-approved plan solicitation The winning designs will be the basis for further community engagement activities to identify which features are desirable for the pre-approved plans before a firm is hired to produce them through a Request for Proposals (RFP). The firm awarded the contract for the development of the pre-approved plans will be provided with this feedback, as well as the related winning designs, and asked to incorporate that feedback as appropriate. The selected firm/individual who wins the pre-approved plans contract will be under no obligation

to directly translate the winning designs from the Design Competition into a set of buildable plans. The goal of these prototypes is to receive all the necessary pre-approvals to maximize cost and time effectiveness for people who wish to build on these vacant lots and to provide tangible cost comparisons, and troubleshoot the design plans

SCOPE OF SERVICES/SPECIFICATIONS

The City is requesting proposals from architects licensed in the State of Ohio to provide professional design, perform services, and complete other related tasks for the BuildReady initiative.

This RFP is seeking a qualified architect ("The Contractor") to submit their proposals to complete 6 total plans that include 2 duplex plans, 2 triplex plans, and 2 fourplex plans to be pre-approved by the Department of Buildings & Inspections (B&I) for developers to use within and around the identified Connected Communities corridors. Completed plans are not to be submitted in this RFP; rather, this RFP will select a firm to create the plans as a result of the RFP award.

The objectives of this RFP are as follows:

- ***Objective 1: Deliver Fully Coordinated, Permit-Ready Construction Documents***
    - The Contractor shall produce six (6) complete, construction-level plan sets consisting of:
        - Two (2) duplexes, two (2) triplexes, and two (2) fourplexes
            - Each housing type will have a narrow version and wide version
        - These plans will be completely owned by the City of Cincinnati
    - The Contractor shall determine a strategy to incorporate different facade options for the designs to be more contextually sensitive and provide a minimum of two (2) facade options for each building type.
    - Each plan set shall:
        - Be fully code-compliant with current Ohio building standards
        - Be submission-ready to B&I with no additional design required beyond site-specific adjustments
        - Be designed to fit within defined lot size ranges and zoning envelopes decided in collaboration by the City
        - Include:
            - Architectural, structural, and MEP systems details
            - Code analysis and life-safety compliance
            - Materials and specifications
            - Dimensioned floor plans, elevations, sections, and details
            - A universal cover sheet that consolidates usage terms, compliance tasks, and permitting steps into a single reference document, and incorporates fill-in-the-blank worksheets for builders to easily add project-specific documentation
    - The Contractor shall:
        - Coordinate with City staff to define target lot prototypes and dimensional constraints
        - Ensure plans are replicable, scalable, and suitable for repeated use across multiple sites

- ***Objective 2: Integrate Cost Control, Constructability, and Market Feasibility***

- The Contractor shall ensure all designs are realistically buildable and relatively financially attainable by working collaboratively with the City's Demonstration Project Development Team.
- Producing:
  - Order-of-magnitude construction cost estimates per plan
  - Identification of major cost drivers
  - At least one value-engineered version or strategy per plan
- Designing to:
  - Use standard construction methods and commonly available materials
  - Minimize complexity and specialty systems

- ***Objective 3: Design for Site Adaptability and Define Allowable Modifications***
  - The Contractor shall ensure plans can be used across a wide range of sites by:
    - Preparing a Site Applicability Framework, including:
      - Required lot width/depth ranges
      - Setback assumptions
      - Height and massing limits
    - Developing a Modifications Matrix in coordination with B&I that:
      - Clearly defines Minor vs. Major modifications
      - Identifies which changes:
        - Maintain pre-approval status
        - Require re-review or full permitting
    - Provide cost estimates and schedule implications for up to two (2) predefined modification options per plan, such as:
      - Mirroring
      - Expansion/addition options for larger lot depths
      - Porch or entry variations
      - Other changes as needed

- ***Objective 4: Conduct Structured Stakeholder Engagement and Design Iteration***
  - The Contractor shall incorporate feedback through a defined engagement process with the following requirements:
    - Minimum engagement:
      - One (1) Coordinated Site Review
      - One (1) Technical Support Focus Group meeting
      - At least three (3) coordination meetings with the BuildReady Team
      - Coordination with Demonstration Project developer
    - Responsibilities:
      - Present designs at key milestones (concept, DD, 90%)
      - Document feedback and provide clear rationale for design decisions
      - Incorporate input where appropriate while maintaining feasibility

- ***Objective 5: Facilitate Full Interagency Review and Obtain Pre-Approvals***
  - The Contractor shall lead a structured review process to secure approvals by:
    - Coordinating with:
      - Building & Inspections (B&I)

        - Other agencies required for permitting (Fire, MSD, GCWW, SMU, DOTE, etc.)
    - Conducting:
        - At least one (1) Coordinated Site Review
        - Follow-up coordination meetings as required
    - Incorporating all required revisions to:
        - Achieve documented pre-approval status
        - Align with all applicable codes, utility, and infrastructure requirements
    - Deliverable:
        - Final plan sets approved (or deemed approvable) by B&I for expedited permitting use

- ***Objective 6: Produce a Complete BuildReady Implementation Package and Program Support Materials***
    - The Contractor shall create a comprehensive package to enable widespread use of the plans that includes the following:
        - BuildReady Catalog:
            - A PDF and digital catalog that can be distributed to residents, developers, and/or interested parties wanting to use the pre-approved plans
            - The Catalog will include
                - Plan summaries (unit mix, size, site applicability for lot size ranges and zoning)
                - Renderings and facade options (min. 2 per building type)
                - Neighborhood/contextual design examples
                - Clear guidance on where and how plans can be used
                - A Fact Sheet that includes a summary of the pre-approved plans, any FAQ that were collected during community engagement, and other information identified by City staff
        - Digital Integration Support:
            - Support integration into City-selected platforms (e.g., zoning/site feasibility tools)
            - Provide structured data for:
                - Lot compatibility
                - Plan filtering
        - Long-Term Use & Maintenance Framework:
            - Recommended update process and pricing structure for:
                - Yearly code updates
                - Plan revisions
            - Guidance on:
                - Version control

- ***Objective 7: Construction Phase Support***
    - Provide construction administration services
    - Observe demonstration project
    - Document lessons learned for plan refinement
    - Make Plan Updates as needed

Additional Information

In all cases, the Contractor is expected to determine which local, state, federal, or other construction/building standards must be considered, and the hierarchy of compliance should more than one apply. Such standards include but are not limited to general industry standards, applicable building codes, zoning standards, U.S. Department of Housing and Urban Development minimum property standards, Housing Quality Standards (HQS), Universal Design, or other standards as required by the applicable specific program requirements and funding source. Program specifics and any additional documentation or standards will be forwarded to the Contractor.

The Contractor will be expected to maintain complete project records, including all reports, plans, and drawings. The Contractor must have the ability to communicate via email in a timely manner. The Contractor must additionally have the capacity to supply records electronically (i.e., scanned or created as a PDF). The Contractor may be asked to produce records at any time before, during, and after construction of the project. The Contractor must provide the Program Manager with an electronic version of all records related to the program as defined by the Program Manager.

While working on the plans, the Contractor will be expected to notify the Project Manager of any intent to utilize the services of independent expert consultants as necessary, including landscape architect, structural engineer, civil engineer, mechanical engineer, electrical engineer, inspectors (building, electrical, plumbing), or any other professional consultants, as directed, relative to the scope of each project.

INFORMATION PROVIDED BY CITY

The City of Cincinnati will provide the following items for use in the preparation of the Proposal:

- The BuildReady Design Competition Brief
- Winning submissions to the BuildReady Design Competition
- Non-Winning submissions to the BuildReady Design Competition
- The Greater Ohio Policy Center's Housing Ohio Guidebook
- A Pre-Approved Plan Catalog example (South Bend, Indiana)

SERVICES PROVIDED BY THE CITY OF CINCINNATI

The City of Cincinnati will provide the following services for the Proposal.

- Department of Buildings and Inspections Approval
- Coordinated Site Review
- Facilitation/coordination of community engagement
- Feedback throughout the development of designs

QUALIFICATIONS

GENERAL QUALIFICATIONS

The Contractor must possess excellent oral and written skills as required to communicate with City staff, contractors, other architects, and the public. Additionally, the Contractor must possess the computer skills

necessary to review documents, prepare reports, and communicate electronically with project managers. Prior experience working on projects using public funds is preferred.

KEY ATTRIBUTES AND QUALIFICATIONS

- **Expertise in Housing**: A deep understanding of housing policies, urban planning, local architecture, and design. The Contractor should be well-versed in relevant regulations, best practices, and industry trends.
- **Experience**: A proven track record of working with middle housing and/or similar housing designs, policies, and regulations. Experience with housing development and housing initiatives is crucial.
- **Knowledge of Local Context:** Familiarity with specific housing challenges, recent policy changes such as Connected Communities, and knowledge of local housing demographics and economics. This includes the ability to incorporate insights from previous BuildReady engagement as well as the Design Competition.
- **Multidisciplinary Team:** A strong team may include members with expertise in housing development, construction, architecture, urban planning, finance, legal/regulatory areas, and community engagement to provide a well-rounded team.
- **Stakeholder Engagement/Public Communication:** Effective communication and engagement skills with stakeholders, including government officials and the public. Additionally, strong presentation skills for communicating recommendations to stakeholders.
- **Financial Acumen:** Understanding of the financial realities of housing development, including how to responsibly value engineer without compromising quality design or needed amenities.
- **Legal and Regulatory Knowledge:** Knowledge of the legal and regulatory frameworks related to housing, land use, and zoning is critical for ensuring the implementation of different housing prototypes to meet existing laws and regulations.
- **Project Management:** Strong project management skills to effectively develop the proposed housing prototypes, including clear timelines, milestones, and deliverables.
- **Innovative Solutions:** The ability to think creatively and propose innovative solutions to achieve the three pillars of BuildReady: Designs that are contextual, attainable, and scalable.

TERM

The term of this Agreement shall commence on the effective date of the Agreement. Once a contract is awarded, the selected Architect shall design drawings, create supporting documents, samples, renderings, and specifications, and schedule review by the City. Designs must be permit-ready and sealed by a registered professional engineer or architect in the State of Ohio.

The initial term shall be 18 (eighteen) months with two optional one-year renewals (for a total of 3.5 years).

EVALUATION CRITERIA

1. Experience & Expertise (20 points)
2. Technical Approach & Methodology (20 points)
3. Implementation & Design (15 points)
4. Cost & Budget (15 points)
5. Innovativeness & Creativity (10 points)
6. Qualifying Entrance into the BuildReady Design Competition (5 Points)
7. Understanding Requirements (15 points)

TIMETABLE

Milestones for the process are:	Date
1. Release of RFP	10/07/2026
2. Date of Pre-Submission meeting	10/14/2026
3. Deadline for written questions	10/21/2026
4. Submissions Due in Bonfire	**11/13/2026**
LATE SUBMISSIONS WILL NOT BE ACCEPTED	
5. City initiates negotiations with preferred Offeror (approx.)	01/22/2026

PRE-SUBMISSION MEETING

The City will hold a non-mandatory pre-submission meeting via Teams on October 14th, 2026 at 3:00pm EST.

Microsoft Teams meeting
Join:
https://teams.microsoft.com/meet/229668254017646?p=UJQLOVpYjbJ7ZdBWBC
Meeting ID: 229 668 254 017 646
Passcode: sA2cC3HF

Need help? | System reference
Dial in by phone
+1 513-666-2177,,21334668# United States, Cincinnati
Find a local number
Phone conference ID: 213 346 68#
Join on a video conferencing device
Tenant key: cincinnati-ohio@m.webex.com
Video ID: 119 364 554 3
More info
For organizers: Meeting options | Reset dial-in PIN

QUESTIONS CONCERNING THE RFP

All questions or requests for clarification must be submitted in writing no later than October 21, 2026 at 12:00 pm 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 "RFP275X901201 - BuildReady" 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 City Administrative Regulation No. 23 and 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://vss.cincinnati-oh.gov/vssprod/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.

II. – Content and Form of Submissions

The proposal shall include, but is not limited to, the following and must be presented in the listed order:

1. **Experience & Expertise –** Contractors should provide the following information to demonstrate their ability to provide the services identified in this RFP:
    a. Contractor Credentials: Provide a narrative describing the Contractor's background, history, and relevant experience, including comparable work, professional certifications, and qualifications. The Contractor must include at least one team member qualified as a registered architect by the State of Ohio.
    b. Team Members: State the names and titles of key members of your team, including any subcontractors. Provide a resume for each member.
    c. Contractor's Legal Structure: Provide evidence of corporate status including, where applicable, Articles of Incorporation or a partnership certificate and/or agreement. In addition, identify by name and title entities holding an ownership interest of 20% or more.
    d. Authorized Negotiators: Include the name(s) and telephone number(s) of personnel authorized to negotiate the statement of proposal agreement and subsequent contracts with the City.
2. **Technical Approach & Methodology –** Contractors should provide, in narrative form, the technical plan for accomplishing the work outlined previously in the Scope of Services Objectives.
    a. Demonstrate proven background knowledge of the Cincinnati Zoning Code, including the Connected Communities legislation, and the impact it has on the design for this project.
    b. Demonstrate a strategy to achieve a high-quality, harmonious design while retaining a high level of practicality and cost efficiency.
    c. Demonstrate a strategy to provide designs that fit the context of various neighborhoods within Cincinnati.
    d. Demonstrate how they will incorporate feedback identified by the Technical Support Focus Groups (as described in the Design Competition Brief) as well as from the Design Competition winners.
3. **Implementation & Design –** Contractors should provide the following strategy for their implementation and design of the housing prototypes for this RFP consistent with the previously outlined Scope of Services Objectives. The strategy shall address the following:
    a. Collaboration with the Demonstration Project developer during plan creation, particularly regarding value engineering.
    b. Providing updates to the plans based on lessons learned during construction of the prototypes.
    c. Consideration of site constraints, effective use of site, scale of structure, optional alternative if applicable, interior and exterior finishes, and methods of construction.
    d. Site inspections to determine appropriateness of plans, specifications, and drawings.
4. **Cost & Budget –** Contractors should provide a detailed cost, budget, and schedule for their proposal.
    a. Cost: Provide a comprehensive breakdown of costs for the implementation of the proposal. Include an itemized list of services and costs associated with those services.
    b. Budget: Determine what the overall budget of the proposal is, including a not-to-exceed amount.

c. Schedule: Provide a comprehensive schedule with identified deliverables to be shared with the City.

5. **Innovativeness & Creativity –** Contractors should provide, in narrative form, their design inspiration and innovative approach to this RFP.
    a. Design Inspiration: Contractors should provide a narrative on the design inspiration for the housing prototypes. Include discussion of how to incorporate feedback from the Design Competition and Technical Support Group.
    b. Innovative Approaches to Design: Contractors should provide a narrative on how they intend to think creatively and propose innovative solutions to address middle housing in Cincinnati and promote affordable and sustainable housing.
6. **Qualifying Entrance into the BuildReady Design Competition –** If applicable, Contractors should provide their submission to the BuildReady Design Competition, including a narrative on the thought process behind the submitted design.
7. **Understanding of Requirements –** Contractors should provide a narrative demonstrating how they will meet the seven objectives outlined in this RFP Document.

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**
  - **OPTIONAL WITH SUBMISSION**
  - The "No 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 "No Goals Inclusion Packet" to download and access the appropriate forms.

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

IV. TO RFP2027X003
CONTRACT TERMS AND CONDITIONS

1. 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 of Planning and Engagement and the Office of Strategic Growth in their Request for Proposals as outlined in Exhibit A attached hereto and made a part hereof (the "Services").

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.

2. TERM

The term of this Agreement shall commence upon execution of this Agreement by both parties hereto (the "Effective Date") and shall expire at 11:59 p.m. Eastern Time on day immediately preceding the 18-month anniversary of the Effective Date (the "Initial Term"), unless earlier terminated as provided in this Agreement.

By mutual consent of the City and Contractor, this Agreement may be renewed for 2 additional 12-month periods (each a "Renewal Term"), with the final Renewal Term ending at 11:59 p.m. Eastern Time on the day immediately preceding the 30-month anniversary of the Effective Date. This option shall be automatically exercised unless written notice to the contrary is given by one party to the other not later than the first business day (Monday through Friday) of the calendar month in which the current agreement period expires. The Initial Term and each exercised Renewal Term collectively shall be referred to as the "Term." Such notice shall be transmitted by registered or certified mail to the address set forth in this Agreement at Section 15, “Notices."

3. COMPENSATION AND METHOD OF PAYMENT

A. Compensation. The City shall pay Contractor an amount up to but not to exceed $_____ for the services rendered under this Agreement, payable as set forth in Exhibit B attached hereto and made a part hereof.

B. 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.

C. 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.

D. Federal Grant Obligations. Contractor acknowledges and understands this Agreement is funded in whole by the U.S. Department of Housing and Urban Development (“HUD”) under the FY24 Pathways to Removing Obstacles to Housing (PRO Housing) Grant Program (the "Grant"). Contractor agrees to comply with and assist the City in complying with any flow down provisions required by the Grant or any federal

statutes, rules, regulations, executive orders, or other grant conditions applicable to this project as set forth in Exhibit C (collectively, the "Grant Requirements"). In the event Contractor violates any of the Grant Requirements, or if the federal government withholds Grant funds or requires the Grant proceeds to be paid back as a result of Contractor's violation of the Grant Requirements, Contractor agrees to reimburse the City for any funds previously paid to Contractor that now will not be received from the federal government or must be returned to the federal government and to release the City from any obligation to make any further payments to Contractor from the Grant funds or from any other source for compensation that was intended to be paid exclusively from the Grant funds.

4. SUBCONTRACTS, SUCCESSORS, AND ASSIGNS

A. Subcontracts. Contractor agrees that none of the work or services covered by this Agreement 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 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.

1. 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.

2. 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.

3. Contractor acknowledges and agrees that if any of Contractor's subcontractors are presently debarred or become debarred during the Term of this Agreement, then such subcontractor shall not be entitled to compensation from City funds or Grant funds under this Agreement for work performed after debarment. Contractor promptly shall return to the City any funds received pursuant to this Agreement and paid to a debarred subcontractor for work performed after debarment.

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

5. 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 health or other emergency policies currently in effect and as amended from time-to-time during the Term of this Agreement.

B. Equal Employment Opportunity Program. This Agreement is subject to 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. Small Business Enterprise and Local Business Enterprise Programs.

1. This Agreement is subject to the provisions of the Small Business Enterprise and Local Business Enterprise Programs contained in Chapter 323 of the Cincinnati Municipal Code. Section 323-99 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. The City has an aspirational goal that 30% of its total dollars spent for construction and 15% of its total dollars spent for supplies/services and professional services be spent with Small Business Enterprises (SBEs), which include SBEs owned by minorities and women. If Contractor is authorized by the City to subcontract any work under this Agreement, Contractor will utilize its best efforts to meet those goals by subcontracting with SBEs certified by the City who will be performing a commercially useful function under this Agreement.
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. Contractor shall utilize best efforts, as defined in the Rules and Regulations adopted under Chapter 323, to recruit and maximize the participation of all qualified segments of the business community in supplies and subcontracting work, including the utilization of small, small local, emerging local, minority, and women business enterprises.
6. 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 323 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/.
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.

E. Use of Nonfranchised Commercial Waste Haulers Prohibited. This section intentionally deleted as inapplicable.

F. Living Wage Provisions. **This section intentionally deleted as inapplicable.**

G. Wage Enforcement. This section intentionally deleted as inapplicable.

H. OhioMeansJobs Cincinnati-Hamilton County (fka SuperJobs Center) Employment Postings Per Ordinance No. 238-2010. This section intentionally deleted as inapplicable.

6. 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.

7. 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 or claim and $3,000,000.00 in the aggregate with a maximum deductible not to exceed $25,000.00 for each occurrence or claim. 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 **s**hall 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 owned, unowned, and hired motor vehicles 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. Cyber/ Data Breach/ Digital Loss Insurance. This section intentionally deleted as inapplicable.

F. 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.

G. 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.

H. 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.

8. 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, less payments previously made by the City to Contractor.

1. The City may terminate this Agreement at any time upon 7 days' written notice to Contractor that Cincinnati City Council has failed to provide sufficient continued funding to support the Agreement or that the City failed to receive any anticipated grant funds that the City expected to support the Agreement.

2. The City also may terminate this agreement for the convenience of the City at any time for any reason by giving 30 days' notice in writing to Contractor.

3. If this Agreement is terminated by the City as provided in paragraph 8.A.2 herein, 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, less payments previously made by the City to Contractor.

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 or Modification of Grant-Funded Agreements.** Contractor acknowledges and agrees that this Agreement is funded in whole or in part by the Grant and that Contractor is bound by the terms, conditions, and requirements set forth in the Notice of Award, if applicable, and the Grant terms and conditions applicable to this Agreement. In the event the Grant is discontinued, the full expected amount of the funds available to the City under the Grant is reduced, or the full amount of funds under the Grant is otherwise suspended, terminated, or made unavailable to the City as a result of legislative or executive action by the federal government or the State of Ohio, the City shall have the right to terminate or modify this Agreement immediately and in its sole discretion, without penalty or cause of action. In the event payment of Grant funds to Contractor is subsequently determined to be contrary to law, this Agreement shall terminate immediately upon written notice by the City to Contractor.

E. **Termination Under Cincinnati Municipal Code Section 301-3.** This section intentionally deleted as inapplicable.

9. OWNERSHIP OF PROPERTY

Contractor agrees that, at the expiration or in the event of any termination of this Agreement, 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.

10. 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 or purchase supplies or goods from any manufacturer, wholesale or retail supplier, warehouser, or distributor (collectively, "Suppliers") in which it has any personal financial interest, direct or indirect, in the performance of Services hereunder. Contractor further covenants that neither it nor any of its contractors, subcontractors, or Suppliers shall employ any person in the performance of this Agreement in violation of this Section.

11. 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.

12. CONFIDENTIALITY

A. City Information. 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.

B. Public Records Requests. The parties acknowledge that the City is governed by the Ohio Public Records Laws. Notwithstanding any statement in this Agreement to the contrary, the City's handling of any confidentiality obligations is subject to the limitations of this paragraph. 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. Unless Contractor clearly designates information as "Confidential" or "Trade Secret" at the time of disclosure, the City may treat such information as nonconfidential and subject to disclosure under Ohio Public Records Laws. Upon receipt of a public records request for which any document clearly marked by Contractor as "Trade Secret" or "Confidential" is responsive, the City will notify Contractor of its intent to release records to the requestor. Notice under this Section of an intent to release records to the requestor may be provided by electronic mail to the email address included in the "Notices" section of this Agreement. 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 "Confidential" 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" or "Confidential."

C. Other Required Disclosures. The provisions of subparagraph C regarding Contractor's designation of information and documents as confidential, the City's notification of an intent to release information, Contractor's opportunity to seek legal or equitable remedies to prevent or limit disclosure, and the City's absence of any duty to defend the rights of Contractor, shall apply in the event the information is requested from the City in a deposition, interrogatory, request for documents, subpoena, civil investigation demand, or other legal process that does not otherwise constitute a public records request.

D. Limitations on Confidentiality Obligation.

1. Notwithstanding anything in this Agreement to the contrary, the City has no confidentiality obligation with respect to any information that: (1) the City lawfully acquired other than from the Contractor;

(2) is or becomes publicly available through no fault, action, omission or intervention of the City; (3) is received by the City from a third party; (4) is independently developed by the City, including the creation by the City of public records necessary to enter into this Agreement; (5) is disclosed pursuant to this Agreement; (6) is disclosed with the Contractor's consent; or (7) is required to be disclosed by contract, operation of law, court order, or other governmental demand.

2. The City and Contractor hereby acknowledge and agree that this Agreement (1) is a personal services contract; (2) does not constitute economic development assistance as defined by Section 9.66(D) of the Ohio Revised Code ("Section 9.66(D)"); and (3) does not give rise to any rights or obligations on the part of either party under Section 9.66(D). Any individualized compensation or payroll information disclosed to the City in connection with this Agreement will be handled in accordance with the provisions of subsections B and C. Contractor, for itself and all of its affiliates, project partners, officers, directors, employees, and agents, and the successors and assigns of the foregoing, hereby waives any and all rights they may have under Section 9.66(D), including the right to assert a claim against the City and its officers, agents, and employees, including former, current, and future officers, agents, and employees, for disclosure of compensation or payroll information disclosed to the City.

13. 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.

14. 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.

15. NOTICES

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

To the City:	To Contractor:
City of Cincinnati	<Contractor Name>

Office of Strategic Growth	<Street Address>
C/o: Brandon Rudd, Deputy Director	<City, State Zip Code>
801 Plum Street, Suite 130	ATTN: <Name, Title>
Cincinnati, Ohio 45202	<Email Address>
brandon.rudd@cincinnati-oh.gov	

Notices shall be deemed given on the date of receipt. If Contractor sends a notice to the City alleging that the City is in default under this Agreement, Contractor shall simultaneously send a copy of such notice by U.S. certified mail to: City Solicitor, City of Cincinnati, 801 Plum Street, Room 214, Cincinnati, OH 45202

16. 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.

17. 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 and, as applicable, the City of Cincinnati, 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.

18. FORUM SELECTION
Contractor and its successors and assigns acknowledge and agree that all state or federal 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.

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

20. 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.

21. 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.

22. LICENSE AND REGISRATION
Throughout the term of this Agreement, Contractor shall ensure that it and each of its employees performing services hereunder, each as applicable, shall maintain in force and effect all necessary licenses, registrations, certificates, and other authorizations as required by law for Contractor to render the services hereunder.

23. BINDING EFFECT

This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by and against the parties and their respective successors and permitted assigns.

24. CAPTIONS

The captions of the various sections and paragraphs of this Agreement are not part of the context hereof and are only guides to assist in locating such sections and paragraphs and shall be ignored in construing this Agreement.

25. TIME

Time is of the essence with respect to the performance by Contractor of its obligations under this Agreement.

26. NO THIRD PARTY BENEFICIARIES

The parties hereby agree that no third-party beneficiary rights are intended to be created by this Agreement.

27. OFFICIAL CAPACITY

All representations, warranties, covenants, agreements, and obligations of the City under this Agreement shall be effective to the extent authorized and permitted by applicable law. None of those representations, warranties, covenants, agreements, or obligations shall be deemed to be a representation, warranty, covenant, agreement, or obligation of any present or future officer, agent, employee, or attorney of the City in other than his or her official capacity.