



**Housing Finance  
Agency**

# **Request for Proposal for Environmental Review Consultant(s)**

**Issuance Date** | April 1, 2026

**Proposals must be submitted no later than 5:00 pm (EST)  
on May 1, 2026**

Submit to:

Ohio Housing Finance Agency  
Janice Wildermuth, Purchasing Supervisor

[FinRFP@ohiohome.org](mailto:FinRFP@ohiohome.org)

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# Section 1 – Guidelines for Request for Proposals

## 1.1. Introduction

In a concerted effort to efficiently discern the environmental impacts of affordable housing developments funded in part through its various programs, the Ohio Housing Finance Agency (OHFA) requires site-specific environmental screening for certain funding sources. These funding sources include:

- HOME Investment Partnerships Program (HOME)
- HOME American Rescue Plan (HOME-ARP)
- Community Development Block Grant Disaster Recovery funds (CDBG-DR)
- FHA Risk Share (via OHFA’s Multifamily Lending Program)
- National Housing Trust Fund (NHTF)
- Ohio Housing Trust Fund (OHTF)
- Ohio 811 Project Rental Assistance Program (811 PRA)

OHFA is seeking a combined Qualification Statement and a Proposal to Perform Services from qualified independent firms (Consultant(s)) to conduct environmental reviews for HOME, HOME-ARP, CDBG-DR, FHA Risk Share, NHTF, 811 PRA, and OHTF-funded projects in accordance with state and federal requirements and as specified in this Request for Proposal (RFP). These reviews will be submitted for approval to OHFA, the Ohio Department of Development (Development), and/or the U.S. Department of Housing and Urban Development (HUD) based on the funding source. The contract for environmental services will begin no later than **July 1, 2026, and end June 30, 2029** (Contract Term) with up to 1 year of extension based on status of projects. Based on the proposals received, OHFA may award more than one contract to fulfill the scope of work outlined in this RFP.

The selected Consultant(s) will review all environmental work submitted by Project Sponsors. This will require the Consultant(s) to communicate directly with the Project Sponsors (and at times directly with the consultant(s) hired by the Project Sponsors), conduct site visits, conduct interviews with the project contact person, and propose alternative or mitigating measures if needed. Other federal, state and local authorities may also need to be interviewed by the Consultant(s) staff (i.e., historical society, soil and water conservation district, local fire marshal, etc.).

## 1.2. Schedule of Events

OHFA has established the following schedule for selection of a Consultant(s) to perform services outlined in this RFP:

| Event                              | Date                           |
|------------------------------------|--------------------------------|
| RFP issuance date                  | April 1, 2026                  |
| Written questions from applicants  | April 15, 2026 - 5:00 PM (EDT) |
| Responses to applicant questions   | April 20, 2026 - 5:00 PM (EDT) |
| Proposals due                      | May 1, 2026 - 5:00 PM (EDT)    |
| Respondent Interviews, if required | May 12, 2026 – May 13, 2026    |
| Confirmed selection by OHFA Board  | June 18, 2026                  |
| Start date of Services             | July 1, 2026                   |

The above schedule is subject to change upon posting to OHFA’s website, [www.ohiohome.org](http://www.ohiohome.org).

### **1.3. Submission of Written Questions**

It is the policy of OHFA to accept questions and inquiries from all potential applicants. All questions and inquiries shall be in writing; no verbal questions will be answered. Potential applicants may submit their questions and inquiries via e-mail to:

Ohio Housing Finance Agency  
E-mail: [FinRFP@ohiohome.org](mailto:FinRFP@ohiohome.org)  
Subject: Environmental Review Consultant RFP  
RFP-Questions

All written questions or inquiries are due by 5:00 p.m. (EDT) on April 15, 2026. OHFA expects to respond to all questions and inquiries by 5:00 p.m. (EDT) on April 20, 2026.

OHFA reserves the right to decline responding to any question or inquiry that will cause an undue burden or expense for OHFA or which OHFA deems unnecessary for purposes of responding to this RFP. OHFA will post all questions or inquiries with answers on its website, [www.ohiohome.org](http://www.ohiohome.org).

### **1.4. Verbal Communication Regarding RFP Prohibited**

Verbal communication from any potential applicant regarding this RFP to OHFA staff, OHFA Board members is prohibited.

### **1.5. Submission of Proposals**

Proposals received after the specified date and time will not be eligible for consideration. Any applicant who wishes to confirm receipt of their proposal may contact OHFA by E-mail to [FinRFP@ohiohome.org](mailto:FinRFP@ohiohome.org) (Subject: Environmental Review Consultant RFP). OHFA will respond by e-mail with confirmation of receipt of the proposal.

An electronic copy of the written proposal must be sent to [FinRFP@ohiohome.org](mailto:FinRFP@ohiohome.org) by 5:00 pm (EDT), May 1, 2026. This copy is to be submitted in portable document format (pdf). No paper submissions are needed, nor should they be submitted.

OHFA reserves the right, at its sole discretion, to accept late or partial submissions when deemed to be in the best interest of the agency.

### **1.6. Right to Request Additional Information**

OHFA reserves the right to request any additional information to assist in the review process, including requiring oral presentations of proposals to OHFA staff members and the OHFA Evaluation Team.

### **1.7. Right to Reject Proposals and Cancel RFP**

OHFA reserves the right to reject any and all proposals at any time. OHFA reserves the right to cancel, withdraw, modify, or reissue this RFP at any time for any reason.

### **1.8. Evaluation and Award of Contract**

An OHFA Internal Evaluation Team will evaluate the responses to this Request for Proposal (RFP). The award of the contract will be made to the firm or combination of firms that gives OHFA the most effective combination of qualifications, services to be provided, understanding of the projects and needs, demonstrated ability to identify and analyze key issues, experience with similar projects and issuers, assurances and availability of key personnel, and benefits to the State of Ohio.

OHFA will post on its website, [www.ohiohome.org](http://www.ohiohome.org), the firm(s) selected to be awarded the contract, after formal approval, by June 18, 2026.

## 1.9. Agreement for Services

The Agreement for Services will begin July 1, 2026, and expire on June 30, 2029, unless extended. OHFA reserves the right to negotiate the terms and conditions of the Agreement for Services, including the contract amount, with the selected applicant prior to entering into an Agreement for Services.

The firm selected to perform the Environmental Review services described in this RFP will be expected to complete and return an Agreement for Services covering the scope and terms of this RFP. See Exhibit C for a sample Agreement for Services. The relationship between OHFA and the consultant(s) shall be governed by the terms of that agreement.

## 1.10. State Law Provisions

By submitting a response to this RFP, all applicants hereby agree to abide by the following state law provisions (all Ohio Revised Code references can be found at <http://codes.ohio.gov/orc>):

- a) Drug-Free Workplace Compliance. In the event that work performed pursuant to the terms of this engagement will be done while on state property, the applicant hereby agrees that all of its employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs.
- b) Outsourcing of Work.
  - i) Applicant affirms that it has read and understands Executive Order 2019-12D issued by Ohio Governor Mike DeWine, that it shall abide by those requirements in the performance of this work, and that it shall perform no services required under this RFP outside of the United States. Please visit <https://governor.ohio.gov/media/executive-orders/2019-12d>
  - ii) Change of Performance Location. Applicant also affirms, understands, and agrees to immediately notify OHFA of any change or shift in the location(s) of services performed by applicant or its subcontractors under this Agreement, and no services shall be changed or shifted to a location(s) outside of the United States.
- c) Ohio Ethics Laws. Applicant certifies that it has reviewed and understands the Ohio ethics and conflict of interest laws including, without limitation, Ohio Revised Code §§ 102.01 et seq., §§ 2921.01, 2921.42, 2921.421 and 2921.43, and §§ 3517.13(I) and (J), and will take no action inconsistent with those laws, as any of them may be amended or supplemented from time to time.
- d) Unresolved Findings. Applicant warrants that it is not subject to an unresolved finding for recovery under O.R.C. 9.24. If this warranty is deemed to be false, any implied agreement is void ab initio and the applicant must immediately repay to OHFA any funds paid for work associated with this RFP. Applicant further warrants that it has no outstanding final judgments against it by the State, including tax liabilities, and any payments incurred by the State in this Agreement may be applied against any outstanding judgments or liabilities currently owed to the State or incurred by the State in the future.
- e) Conflict of Interest. Applicant shall not have on its staff, payroll, or otherwise employ for monetary compensation, any employee who, within the past twelve months, was a public official or employee with OHFA or any other board, commission, or agency of the State of Ohio who had the ability to make decisions regarding approval, disapproval, recommendation, rendering advice, investigation or otherwise exercised substantial administrative control over matters concerning Applicant or personnel of any subcontractor of Applicant. No personnel of the applicant, subcontractor of applicant or personnel of any such subcontractor, or public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement shall, prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his functions or responsibilities with respect to the completion of the work contemplated by this RFP. Any such person, who, prior to or after the execution of any agreement with OHFA, acquires any personal interest, involuntarily or voluntarily, shall immediately disclose his interest to OHFA in writing. Thereafter, such person shall not participate in any action affecting

the work for OHFA unless OHFA determines that, in light of the personal interest disclosed, his participation in any such action would not be contrary to the public interest.

- f) Adherence to All Laws. Applicant agrees to comply with all applicable federal, state, and local laws related to its performance of the obligations of this RFP. Applicant accepts full responsibility for payments of all unemployment compensation, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by applicant on the performance of work for OHFA.

## Section 2 – General Scope of Services & Policies

### 2.1. Phase I ESA review

#### **Project Sponsor responsibilities:**

Each Project Sponsor who receives an award of housing credits, rental assistance or gap financing is required to have a current or updated Phase I Environmental Site Assessment (ESA) completed in accordance with the most current ASTM Standard. The Phase I ESA is provided to OHFA at the time of the Project Sponsor's initial funding application. It must include a reliance letter granting additional reliance to OHFA as well as the following non-scope considerations as described in the ASTM Standard: Asbestos-containing building materials; Radon; Lead-based paint; Lead-in-drinking water; Wetlands; and Mold.

In addition, the Phase I ESA shall address any environmental conditions (on or off-site) which, while not meeting the ASTM E1527-21 definition of a recognized environmental condition, could pose a threat to the health or safety of proposed residents at the site. Such potential environmental conditions include, but are not limited to, asbestos, lead-based paint, mines, air quality, and explosion hazards (above ground storage tanks, overhead pipelines, and oil/gas wells). The ASTM E1527-21 minimum search distances for government records must be met for each site and the Phase I ESA shall draw justified conclusions on the potential impact of identified government records sites on the project sites. The Phase I ESA firm shall provide recommendations regarding all identified environmental conditions.

If awarded funding, a Phase II ESA and/or additional testing, whichever is recommended in the Phase I ESA, must be completed for any recognized environmental conditions, suspected environmental concerns, or non-scope issues identified in the Phase I ESA. The Phase II ESA shall be submitted at final application.

#### **Consultant responsibilities:**

As part of the review process for each of the five funding sources outlined in this RFP, the Consultant(s) will be required to review the submitted Phase I ESA reports (and Phase II ESA reports if applicable) for soundness and reliability.

In some cases, OHFA may ask the Consultant(s) to review the Phase I ESA for projects applying for certain funds (likely HOME or 811 PRA) *before* awards are made. This review would be primarily for purposes of identifying any red flags that might prohibit the project from utilizing those funds.

### 2.2. Environmental Review Process

Below is an outline of the general steps in the environmental review process for all projects. Based on the funding source, timing, and other circumstances, these steps may vary between projects.

1. Once a project receives a preliminary reservation of one of the five stated funding sources, OHFA will assign the project's environmental review to a Consultant.
2. Upon receipt from OHFA of the information needed to complete the review, the Consultant will send letters or emails within 10 days notifying the project contact of the environmental review process and request initial information.

3. Consultant(s) will prioritize projects based upon receipt of the information from each Project Sponsor, or as directed by OHFA.
4. For all projects, Consultant(s) will review the project's Phase I ESA as well as other project information provided by OHFA and the Project Sponsor.
5. Based on the Consultant's review of provided reports and other items, if insufficient information is available to satisfy the environmental review items, then the project contact will be provided with a *Needs List* of any deficient items or additional items that are site-specific and required to complete the review.
6. Consultant(s) will prepare a draft review to identify potential issues such as underground mines, nearby oil or gas wells, and potential wetlands.
7. Consultant(s) will coordinate with the Project Sponsor to schedule a site visit.
8. Consultant(s) will initiate all third-party requests for information from state and federal agencies (e.g. the State Historic Preservation Office, U.S. Department of Fish and Wildlife, U.S. Army Corps of Engineers, Ohio Department of Natural Resources, Ohio Environmental Protection Agency, U.S. Environmental Protection Agency, etc.). (This step may or may not be necessary for NHTF- and OHTF-funded projects.)
9. For projects where there is a ground/site/soil disturbance, OHFA's consultant will prepare documentation for the Tribal Historic Preservation Office (THPO). The consultant will provide the documentation to Development Community Services Division and OHFA once it is prepared (i.e., prior to report submission). (This step may or may not be necessary for NHTF- and OHTF-funded projects.)
10. Once all of the required and requested items are supplied to the Consultant, the Consultant will complete the review and compile a final environmental report which will include a list of required site-specific mitigations and accompanying actions (required items to be submitted to OHFA to demonstrate completion of mitigation, recommended timeframes for submission, etc.).
11. The Consultant will provide OHFA with a final copy of the applicable environmental report.
12. OHFA will issue an Environmental Clearance letter to the project contact, which will include the required mitigations and action items. Once signed by the project contact, construction can commence.

### **2.3. Conflict of Interest**

Due to the possible perceived conflict of interest, the awarded Consultant(s) will refrain from conducting Phase I, II, or III reports for any projects for which an environmental review will be conducted during the term of the Agreement entered into with the selected Consultant.

As part of the response to this RFP, Consultants must represent, warrant and certify that it and its employees engaged in the administration or performance of the services described in this RFP are knowledgeable of and understand the Ohio Ethics and Conflict of Interest laws including but not limited to Chapter 102 and Sections 2921.42 and 2921.43 of the Ohio Revised Code. Consultant further represents, warrants, and certifies that neither Contractor nor any of its employees will do any act that is inconsistent with such laws or otherwise presents a conflict of interest.

### **2.4. Projects with Multiple Funding Sources**

Projects funded through OHFA may have several funding sources tied to them, including more than one of the five funding sources outlined in this proposal that require an environmental review. While OHFA is not able to estimate the number of projects in this situation, or the specific combination of funding sources that will be involved, the Consultant(s) should consider this in their proposal.

In these cases, separate environmental reviews do not need to be performed but the environmental review and report for the project should meet the requirements of each funding source in the project. Cost estimates should be provided that reflect not only projects requiring one type of review, but also

what pricing would be required for a report that reflects the requirements of multiple funding sources. While OHTF, NHTF, and 811 PRA reviews may be combined into one single report as the final deliverable, HOME, HOME-ARP, FHA Risk Share, and CDBG-DR reviews must remain as separate reports due to their requirements.

## **2.5. Additional Reviews as Needed**

### **Site Changes:**

When projects are comprised of scattered sites, sites may change after the site visit due to unforeseen problems. If site changes are authorized by OHFA, the Consultant(s) will incorporate the revised project in the environmental review.

### **Additional funding:**

There is a possibility that OHFA may receive additional funding through one or more of these funding sources. If additional funding is received, OHFA will work with the awarded consultant(s) to determine how best to incorporate the additional reviews into the current scope of work.

## **2.6. Timeliness and Number of Projects**

While OHFA expects all environmental reports to be completed within 12 months of submittal to the Consultant(s), OHFA reserves the right to extend the contract period as needed based on project specific issues that may cause delays. Should funds not become available to OHFA for this purpose, OHFA reserves the right to limit the total number of reviews completed as appropriate.

Applications and other project information will be forwarded to the Consultant(s) on or about the date of the project's funding award. The priority for review will be determined in the sequence the Project Sponsor submits evidence of readiness to proceed, or as otherwise noted by OHFA. Readiness to proceed is defined as having identified 100% of the project's sites with all requested information having been submitted. Project Sponsors are required to have 100% of their sites identified by December 31 of the year they are funded.

## **2.7. Reporting**

Consultant(s) will prepare and submit to OHFA a monthly project status report based on a template provided by OHFA. The report will include milestones, an estimated completion date, and will note any unusual environmental concerns that affect the progress of any assigned reviews (i.e. historical, noise, USTs, etc.).

If it is deemed necessary by the Consultant(s) to make changes to a proposed review of a project, the Consultant(s) will include these changes in the monthly report. To the extent that any changes in a scheduled review will require additional work not already anticipated under the original proposal, the Consultant(s) will outline the cost of these additional services in the monthly report and notify OHFA prior to the start of the additional work. OHFA will review the estimation and determine what if any action should be taken.

## Section 3 – Funding Sources and ER Requirements

### 3.1. HOME Reviews

#### Overview

Ohio Department of Development (Development) receives HOME funds from HUD, and sub-grants these funds to OHFA. OHFA then sub-grants these funds to nonprofit organizations (Project Sponsors) to construct or rehabilitate affordable housing. Development assumes the role of *responsible entity* as defined in Title 24 of the Code of Federal Regulations, Part 58 (24 C.F.R. § 58).

**Review Standard:** [24 C.F.R. Part 58](#) and [CPD Notice 23-103](#)

**Deliverable:** Environmental Review Record (ERR)

**Number of reviews during Contract Term:** Estimated 30 total

**Estimated time to complete review:** Approximately 4-12 months

#### Scope of Services

Once a project receives HOME funds, the Consultant(s) will be required to review the submitted Phase I report as described in 2.1 for soundness and reliability and conduct an environmental assessment in accordance with 24 C.F.R. § 58.

Upon completion of each Part 58 review, the Consultant(s) will provide Development an electronic copy of each ERR. All subsequent requirements of 24 C.F.R. § 58 will be the responsibility of Development. Once the record is complete, Development will provide a copy of the ERR and Release of Funds letter to OHFA.

**Environmental Review Items as outlined in [24 C.F.R. Part 58](#) (note: this is not a complete outline of the requirements for a Part 58 review. Please refer to 24 C.F.R. Part 58 for full description of the Part 58 review process):**

- Airport Hazards
- Coastal Barrier Resources
- Flood Insurance
- Clean Air
- Coastal Zone Management
- Contamination and Toxic Substances
- Endangered Species
- Explosive and flammable hazards
- Farmlands Protection
- Floodplain Management
- Historic Preservation
- Noise Abatement and Control
- Sole-source aquifers
- Wetlands Protection
- Wild and scenic rivers
- Environmental Justice

## HOME Review Process

The consultant will follow the process outlined in 2.2, except for the following that are specific to the Part 58 process:

1. Once all of the requested items are supplied to the consultant, the consultant will complete the Draft ERR and supply the project contact with a list of site-specific mitigations.
2. Once the mitigations are agreed to, the consultant will release the Draft ERR to Development and OHFA.
3. Once Development has reviewed the Draft ERR and any needed corrections have been completed, the project contact will be contacted with the instructions for posting the public notice. Once the notice is published, the comment period will begin. This is typically a 4 to 6 week process.
4. Once the posting period is complete, Development will submit a formal Request for Release of Funds (RROF) to HUD.
5. Once HUD issues the Release of Funds, the project will be notified in writing by Development. A copy of the Release of Funds will also be provided to OHFA. OHFA will prepare an Environmental Clearance letter and provide to the Project Sponsor for signature as described in 2.2, #11.

## Timeframe

OHFA anticipates the completion of a HOME ERR to take anywhere between 4 to 12 months from start to finish. The shorter time frame relies on a “clean site” and a motivated developer. Should either of these two things be missing the process will take longer.

## 3.2. HOME-ARP Reviews

### Overview

Ohio Department of Development (Development) receives HOME American Rescue Plan Program (HOME-ARP) funds from HUD, and sub-grants these funds to OHFA. OHFA then sub-grants these funds to nonprofit organizations (Project Sponsors) to construct or rehabilitate affordable housing. Development assumes the role of *responsible entity* as defined in Title 24 of the Code of Federal Regulations, Part 58 (24 C.F.R. § 58).

**Review Standard:** [24 C.F.R. Part 58](#) and [CPD Notice 23-103](#)

**Deliverable:** Environmental Review Record (ERR)

**Number of reviews during Contract Term:** Estimated 2 total

**Estimated time to complete review:** Approximately 4-12 months

### Scope of Services

Once a project receives HOME-ARP funds, the Consultant(s) will be required to review the submitted Phase I report as described in 2.1 for soundness and reliability and conduct an environmental assessment in accordance with 24 C.F.R. § 58.

Upon completion of each Part 58 review, the Consultant(s) will provide Development an electronic copy of each ERR. All subsequent requirements of 24 C.F.R. § 58 will be the responsibility of Development. Once the record is complete, Development will provide a copy of the ERR and Release of Funds letter to OHFA.

**Environmental Review Items as outlined in [24 C.F.R. Part 58](#) (note: this is not a complete outline of the requirements for a Part 58 review. Please refer to [24 C.F.R. Part 58](#) for full description of the Part 58 review process):**

- Airport Hazards
- Coastal Barrier Resources
- Flood Insurance
- Clean Air

- Coastal Zone Management
- Contamination and Toxic Substances
- Endangered Species
- Explosive and flammable hazards
- Farmlands Protection
- Floodplain Management
- Historic Preservation
- Noise Abatement and Control
- Sole-source aquifers
- Wetlands Protection
- Wild and scenic rivers
- Environmental Justice

### HOME-ARP Review Process

The consultant will follow the process outlined in 2.2, except for the following that are specific to the Part 58 process:

1. Once all of the requested items are supplied to the consultant, the consultant will complete the Draft ERR and supply the project contact with a list of site-specific mitigations.
2. Once the mitigations are agreed to, the consultant will release the Draft ERR to Development and OHFA.
3. Once Development has reviewed the Draft ERR and any needed corrections have been completed, the project contact will be contacted with the instructions for posting the public notice. Once the notice is published, the comment period will begin. This is typically a 4 to 6 week process.
4. Once the posting period is complete, Development will submit a formal Request for Release of Funds (RROF) to HUD.
5. Once HUD issues the Release of Funds, the project will be notified in writing by Development. A copy of the Release of Funds will also be provided to OHFA. OHFA will prepare an Environmental Clearance letter and provide to the Project Sponsor for signature as described in 2.2, #11.

### Timeframe

OHFA anticipates the completion of a HOME-ARP ERR to take anywhere between 4 to 12 months from start to finish. The shorter time frame relies on a “clean site” and a motivated developer. Should either of these two things be missing the process will take longer.

## 3.3. CDBG-DR Reviews

### Overview

The CDBG-DR funds functions in a similar way to the HOME funds that OHFA administers. Development will sub-grant the CDBG-DR funds to OHFA, and OHFA will then sub-grant these funds to Project Sponsors to construct affordable housing. Development will assume the role of *responsible entity* as defined in Title 24 of the Code of Federal Regulations, Part 58 (24 C.F.R. § 58).

**Review Standard:** [24 C.F.R. Part 58](#) and [CPD Notice 23-103](#)

**Deliverable:** Environmental Review Record (ERR)

**Number of reviews during Contract Term:** Estimated 0 total

**Estimated time to complete review:** Approximately 4-12 months

## Scope of Services

Once a project receives CDBG-DR funds, the Consultant(s) will be required to review the submitted Phase I report as described in 2.1 for soundness and reliability and conduct an environmental assessment in accordance with 24 C.F.R. § 58.

Upon completion of each Part 58 review, the Consultant(s) will provide Development an electronic copy of each ERR. All subsequent requirements of 24 C.F.R. § 58 will be the responsibility of Development. Once the record is complete, Development will provide a copy of the ERR and Release of Funds letter to OHFA.

**Environmental Review Items as outlined in [24 C.F.R. Part 58](#) (note: this is not a complete outline of the requirements for a Part 58 review. Please refer to [24 C.F.R. Part 58](#) for full description of the Part 58 review process):**

- Airport Hazards
- Coastal Barrier Resources
- Flood Insurance
- Clean Air
- Coastal Zone Management
- Contamination and Toxic Substances
- Endangered Species
- Explosive and flammable hazards
- Farmlands Protection
- Floodplain Management
- Historic Preservation
- Noise Abatement and Control
- Sole-source aquifers
- Wetlands Protection
- Wild and scenic rivers
- Environmental Justice

## CDBG-DR Review Process

The consultant will follow the process outlined in 2.2, except for the following that are specific to the Part 58 process:

1. Once all of the requested items are supplied to the consultant, the consultant will complete the Draft ERR and supply the project contact with a list of site-specific mitigations.
2. Once the mitigations are agreed to, the consultant will release the Draft ERR to Development and OHFA.
3. Once Development has reviewed the Draft ERR and any needed corrections have been completed, the project contact will be contacted with the instructions for posting the public notice. Once the notice is published, the comment period will begin. This is typically a 4 to 6 week process.
4. Once the posting period is complete, Development will submit a formal Request for Release of Funds (RROF) to HUD.
5. Once HUD issues the Release of Funds, the project will be notified in writing by Development. A copy of the Release of Funds will also be provided to OHFA. OHFA will prepare an Environmental Clearance letter and provide to the Project Sponsor for signature as described in 2.2, #11.

## Timeframe

OHFA anticipates the completion of a CDBG-DR ERR to take anywhere between 4 to 12 months from start to finish. The shorter time frame relies on a “clean site” and a motivated developer. Should either of these two things be missing the process will take longer.

### 3.4. FHA Risk Share Reviews

#### Overview

OHFA receives FHA Risk Share funds from HUD, and borrowers receive these funds through OHFA's Multifamily Lending Program. OHFA provides these funds to nonprofit organizations (Project Sponsors) as permanent financing for the project. Development assumes the role of *responsible entity* as defined in Title 24 of the Code of Federal Regulations, Part 58 (24 C.F.R. § 58).

**Review Standard:** [24 C.F.R. Part 58](#) and [CPD Notice 23-103](#)

**Deliverable:** Environmental Review Record (ERR)

**Number of reviews during Contract Term:** Estimated 10 total

**Estimated time to complete review:** Approximately 4-12 months

#### Scope of Services

Once a project receives FHA Risk Share funds, the Consultant(s) will be required to review the submitted Phase I report as described in 2.1 for soundness and reliability and conduct an environmental assessment in accordance with 24 C.F.R. § 58.

Upon completion of each Part 58 review, the Consultant(s) will provide Development an electronic copy of each ERR. All subsequent requirements of 24 C.F.R. § 58 will be the responsibility of Development. Once the record is complete, Development will provide a copy of the ERR to OHFA.

**Environmental Review Items as outlined in [24 C.F.R. Part 58](#) (note: this is not a complete outline of the requirements for a Part 58 review. Please refer to 24 C.F.R. Part 58 for full description of the Part 58 review process):**

- Airport Hazards
- Coastal Barrier Resources
- Flood Insurance
- Clean Air
- Coastal Zone Management
- Contamination and Toxic Substances
- Endangered Species
- Explosive and flammable hazards
- Farmlands Protection
- Floodplain Management
- Historic Preservation
- Noise Abatement and Control
- Sole-source aquifers
- Wetlands Protection
- Wild and scenic rivers
- Environmental Justice

## FHA Risk Share Review Process

The consultant will follow the process outlined in 2.2, except for the following that are specific to the Part 58 process:

1. Once all of the requested items are supplied to the consultant, the consultant will complete the Draft ERR and supply the project contact with a list of site-specific mitigations.
2. Once the mitigations are agreed to, the consultant will release the Draft ERR to Development and OHFA.
3. Once Development has reviewed the Draft ERR and any needed corrections have been completed, the project contact will be contacted with the instructions for posting the public notice. Once the notice is published, the comment period will begin. This is typically a 4 to 6 week process.
4. Once the posting period is complete, OHFA will submit a formal Request for Release of Funds (RROF) to HUD.
5. Once HUD issues the Firm Approval Letter, the project will be notified in writing by OHFA. OHFA will prepare an Environmental Clearance letter and provide to the Project Sponsor for signature as described in 2.2, #11.

## Timeframe

OHFA anticipates the completion of a FHA Risk Share ERR to take anywhere between 4 to 12 months from start to finish. The shorter time frame relies on a “clean site” and a motivated developer. Should either of these two things be missing the process will take longer.

## 3.5. Ohio Housing Trust Fund Reviews

### Overview

Development receives OHTF funds from the State of Ohio, and sub-grants some of these funds to OHFA. OHFA then sub-grants these funds to nonprofit and for-profit organizations and companies (“Project Sponsors”) to construct or rehabilitate affordable housing. OHFA has created environmental review standards for projects awarded OHTF funds in an effort to ensure that all health and safety issues are adequately addressed.

**Review Standard:** [OHFA Environmental Review Standards for OHTF-Funded Projects](#)

**Deliverable:** OHTF Environmental Report

**Number of reviews during Contract Term:** Estimated 20 total

**Estimated time to complete review:** Approximately 2-3 months

### Scope of Services

When a project receives OHTF dollars, OHFA will require a review of the Phase I ESA and completion of an OHTF Environmental Report in accordance with the process outlined in Section 2.2 and the below review items.

Upon completion of each OHTF Environmental Report, the Consultant(s) will provide OHFA one electronic copy of the report.

**Environmental Review Items as outlined in [OHFA Environmental Review Standards for OHTF-Funded Projects](#) (please see linked document for more details on the below items):**

- A Phase I ESA in accordance with the ASTM E1527-13 standard.
  - The following non-scope considerations shall also be included in the Project Sponsor’s submitted Phase I ESA:
    - Asbestos-containing building materials
    - Radon
    - Lead-based paint
    - Lead-in-drinking-water

- Wetlands
  - Mold
- Should the Phase I ESA identify recognized environmental conditions (RECs) or other concerns, they will be required to be resolved.
- Floodplains
- Noise
- Air Quality
- Visible mold
- Farmland protection
- Environmental justice
- Traffic hazard consideration for vehicles and pedestrians
- Explosion hazards
- Underground mines, sink holes, or tunnels
- Soil suitability
- Steep slopes, lakes, ponds, or culverts consideration

### OHTF Review Process

The consultant will follow the process outlined in Section 2.2. of this RFP.

### Timeframe

OHFA anticipates the completion of an OHTF Environmental Report to take approximately 2 to 3 months from start to finish. This time frame relies on a resolution of RECs or other concerns, if applicable, and a motivated developer. Should either of these two things be missing the process may take longer.

## 3.6. National Housing Trust Fund Reviews

### Overview

Development is awarded NHTF funds and sub-grants these funds to OHFA. OHFA then sub-grants these funds to Project Sponsors to construct or rehabilitate affordable housing. The NHTF Environmental Provisions for new construction and rehabilitation are outlined in the Property Standards at 24 C.F.R. § 93.301(f)(1) and (2).

**Review Standard:** NHTF Environmental Provisions for new construction and rehabilitation under the Property Standards at 24 C.F.R. § 93.301(f)(1) and (2); additional guidance found in Notice CPD-16-14.

**Deliverable:** NHTF Environmental Report

**Number of reviews during Contract Term:** Estimated 15 total

**Estimated time to complete review:** Approximately 4-6 months

### Scope of Services

When a project receives NHTF dollars, OHFA will require a review of the Phase I ESA and completion of an environmental assessment in accordance with the process outlined in Section 2.2 and with Title 24 of the Code of Federal Regulations, Part 93.301 (24 C.F.R. § 93.301(f)).

Upon completion of each NHTF Environmental Report, the Consultant(s) will provide OHFA one electronic copy of the report.

**Environmental Review Items as outlined in 24 C.F.R. § 93.301 (please refer to C.F.R. and Notice CPD-16-14 for detailed requirements for each of the below items):**

- Historic Preservation
- Farmland
- Airport Zones

- Coastal Barrier Resource System
- Coastal Zone Management
- Floodplains
- Wetlands
- Explosives and hazards
- Contamination
- Noise
- Endangered Species
- Wild and scenic rivers
- Safe drinking water
- Sole-source aquifers

### NHTF Review Process

The consultant will follow the process outlined in Section 2.2. of this RFP.

### Timing

OHFA anticipates the completion of a NHTF Environmental Report to take approximately 4 to 6 months from start to finish. This time frame relies on a resolution of RECs or other concerns, if applicable, and a motivated developer. Should either of these two things be missing the process may take longer.

## 3.7. HUD Section 811 PRA Reviews

### Overview

HUD was awarded a second grant of Section 811 Project Rental Assistance (PRA) funding to OHFA in 2021. Section 811 PRA funding is for rental assistance payments to owners of eligible multifamily properties. Existing properties that are currently HUD-assisted or HUD-insured and that will not engage in activities with physical impacts or changes beyond routine maintenance activities or minimal repairs are not required to comply with the environmental tenets as outlined in the HUD Section 811 PRA Program Guidelines, § PRA.215.

**Review Standard: § PRA.215 HUD Section 811 Project Rental Assistance Program Environmental Requirements and Environmental Assurance**

***Deliverable:*** 811 PRA Environmental Report

***Number of reviews during Contract Term:*** If awarded, estimated 20 total

***Estimated time to complete review:*** Approximately 4-6 months

### Scope of Services

Once a project receives an award of Section 811 PRA, OHFA will require a review of the Phase I ESA and completion of an environmental review in accordance with the process outlined in Section 2.2 and with HUD § PRA.215.

Upon completion of each 811 PRA Environmental Report, the Consultant(s) will provide OHFA one electronic copy of the report.

**Environmental Review Items as outlined in HUD § PRA.215 (please refer to HUD section for detailed requirements for each of the below items):**

- Site Contamination
- Historic Preservation
- Noise
- Airport Clear Zones
- Coastal Zone Management Act
- Floodplains

- Wetlands
- Siting of Projects Activities Near Hazardous Operations Handling Conventional Fuels or Chemicals of an Explosive or Flammable Nature
- Endangered Species Act of 1973
- Farmland Protection
- Sole Source Aquifers
- Coastal Barrier Resources Act (§ PRA.216)
- Lead Based Paint (§ PRA.217)

### 811 PRA Review Process

The consultant will follow the process outlined in Section 2.2. of this RFP.

### Timing

OHFA anticipates the completion of an 811 PRA Environmental Report to take approximately 4 to 6 months from start to finish. This time frame relies on a resolution of RECs or other concerns, if applicable, and a motivated developer. Should either of these two things be missing the process may take longer.

## Section 4 – Response to Proposal Requirements

### 4.1. Description of Firm

Describe the company and its experience in performing environmental review work. The description should include, but is not limited to, the following:

- Location(s) and size;
- If MBE/WBE/EDGE certified;
- Number of years in operation;
- Number of years' experience in performing environmental reviews (including environmental site assessments and environmental regulatory compliance);
- Knowledge and understanding of the affordable housing industry and of the funding sources frequently used in the industry;
- Experience in performing environmental services for affordable housing projects/clients; and
- What sets the company apart from other companies that offer environmental services.

### 4.2. Description of Services and Expertise

- Describe the available services and expertise available within the company, both within and outside of the environmental segment.
- Clearly state which, if any, environmental review items in the scopes of services as described in this RFP your company does not have in-house expertise to evaluate and how the company proposes to evaluate and provide recommendations related to these items.

### 4.3. Work Samples

Provide one electronic copy of a report for each of the below review types that the company has conducted in the last five years:

- A complete Environmental Review Record (ERR) (ideally HOME, HOME-ARP, FHA Risk Share, or CDBG-DR);
- A complete environmental review specific to one or more of the other funding sources outlined in this proposal, including OHTF, NHTF, or 811 PRA;
- A complete Phase I ESA that includes the non-scope considerations outlined in Section 2.1;
- An environmental report of any type performed on a project that either:

- Involved funding from multiple government programs such as HOME, CDBG, etc.; and/or
- Involved significant environmental challenges.

#### 4.4. Current Clients

- Indicate whether the company has any current contracts with other local, regional, or state governmental agencies.
- Indicate whether the company has any current contracts with developers of residential housing.
- For both of the above, provide the name of the entity for which services are being performed, the type of services being rendered, the amount of contract, the start and end dates of the contract, and the percentage completed to date.

#### 4.5. References

Provide a list of five client references for which your company has provided environmental services in the past five years. Include contact information for the client primary contact as well as a description of the services provided.

#### 4.6. Approach

Describe, in detail, how your organization proposes to perform the work outlined in this RFP. Include the following items, at a minimum, in your response:

- How the work will be assigned and distributed in your office;
  - For example, will the work be performed by a small number of people whose time is primarily dedicated to this contract? Or will the work be performed by a larger number of people who will each devote a smaller portion of their time to this contract?
- The person(s) responsible for each task, and a description of their experience and expertise;
- Your approach for time planning and management to ensure reports are completed in a timely manner;
- Your approach for communicating and coordinating with Project Sponsors;
- Your approach for sharing and communicating information with OHFA staff; and
- A description of how your approach/philosophy regarding environmental services may conflict with that of the development industry, and how you will bridge the two in preparing reports and recommendations.

#### 4.7. Cost Proposal

Provide a detailed cost estimate for all components necessary to conduct a review and to produce the report for each of the funding sources outlined in this RFP based on the total scope of services as previously outlined. Cost estimate should reflect all travel, administration, general overhead, and all consulting work necessary to perform the duties herein. Travel cost will not be reimbursed, and therefore, all travel costs will be the responsibility of the contractor and should be accounted for in the cost estimate.

The cost estimate must clearly state each of the following:

1. Total fee to deliver the full scope of work over the 3-year contract period\*
2. Fee to complete the scope of services for each individual review type/funding source
  - For Part 58 ERRs only, also include the individual cost breakdown for each piece of the review related to the HUD Statutory Checklist (24 C.F.R. § 58.5).
3. Fee to complete reports that reflect more than one review type/funding source;
  - Provide a brief explanation of the fee structure (e.g. are there overlaps in work between sources or minimal overlap).
  - If multiple sources utilizing Part 58 without other sources (e.g. HOME and FHA Risk Share) and the combined fee exceeds the cost of a single Part 58, provide a brief explanation.

4. Fees for additional services that may be required to complete a review, including but not limited to (these are in addition to what is already required and included in the amounts under #2):
  - Review of additional Phase I ESAs (for projects with multiple sites);
  - Additional site visits; and
  - Any other items that may be needed to complete the review.

Per review, Additional Service costs more than 50% of the starting review cost must be discussed with OHFA prior to commencement of additional work. Combined Additional Service costs can not exceed 15% of the initial contract amount awarded to the consultant.

\*While the cost estimate must reflect the total fee for the full scope of work, OHFA may award two or more contracts as a result of this RFP and therefore, divide the fee for the full scope of work.

#### 4.8. Litigation, Administrative Proceedings, Investigations

Please describe any pending or resolved material regulatory censure or litigation, regulatory action disclosure reporting, administrative proceedings or investigations, in which your firm has been involved within the last 3 calendar years.

## Section 5 – Proposal Format and Submission

### 5.1. Organization and Format

OHFA requires the applicant to follow the formatting described below when submitting their proposal:

- a. The electronic response must be submitted in portable document format (pdf).
- b. Proposals will be organized and presented in order with the section headings and numbers listed below.
- c. Each response to this RFP will include as the cover page a Letter of Transmittal. See Exhibit D for the format of the Letter of Transmittal.

#### Item/File Name

1. Description of Firm
2. Description of Services and Expertise
3. Work Samples
4. Current Clients
5. References
6. Approach
7. Cost Proposal
8. Litigation, Administrative Proceedings, Investigations

### 5.2. Submission

The entire proposal is to be submitted via email at [FinRFP@ohiohome.org](mailto:FinRFP@ohiohome.org) and received by OHFA by 5:00 p.m. Friday, May 1, 2026. Proposals received prior to the due date will not be reviewed until the posted due date.

Any applicant who wishes to confirm receipt of their proposal may contact OHFA by e-mail at [FinRFP@ohiohome.org](mailto:FinRFP@ohiohome.org) (subject: RFP Receipt Confirmation). OHFA will respond by e-mail with confirmation of receipt of the proposal.

*Applicants will respond to all requirements in this RFP and comply with any terms and conditions outlined in the RFP. Failure to do so may result in disqualification of the proposal.* Proposals received after the deadline will not be reviewed. Applicants are advised that there will be no opportunity to correct mistakes or deficiencies in their proposal after the submission deadline. Proposals that are missing required forms and or information may not be evaluated. It is the sole responsibility of the applicant to ensure its proposal is complete, accurate, responsive to the requirements, and received on time. Proposals not complying with the requirements of the RFP may not be reviewed.

All costs incurred in preparation of a proposal shall be borne by the applicant. Proposal preparation costs are not recoverable under the Agreement for Services.

If during the evaluation process it becomes necessary to make further distinctions between certain applicants, OHFA may request certain applicants to make oral presentations of proposals to OHFA staff members, and/or an OHFA Evaluation Team.

All materials submitted become the property of OHFA and shall be public information unless a statutory exception exists which would thereby determine that such information cannot be released to the public. If you have information in your proposal that you believe is an exemption to the public records laws, you must identify each and every occurrence of the information in the proposal on a separate page and include it as *8. Exemptions to the Public Records Law*.

## **Section 6 – Evaluation Process**

### **6.1. Evaluation of Minimum Requirements**

Each proposal will be evaluated to ensure that the applicant has complied with each section of this RFP and followed the formatting, organizational and submission requirements as described in this RFP.

### **6.2. Evaluation Criteria**

In addition to the minimum requirements described above, the evaluation criteria will consist of a combination of the following:

1. Description of Firm
2. Description of Services and Expertise
3. Work Samples
4. Current Clients
5. References
6. Approach
7. Cost Proposal
8. Litigation, Administrative Proceedings, Investigations

If the respondent chosen by the evaluation team, based on all other criteria other than cost, has a higher cost proposal than what OHFA determines as a reasonable cost, that respondent will be asked if it can provide the services for an amount OHFA determines to be reasonable. In considering which firm to select, OHFA has the right to negotiate the fee of any respondent that it believes will provide the best services at the most reasonable price that is in the best interests of and the most advantageous to the Agency. However, OHFA is not obligated to select the respondent with the lowest cost proposal.

The Executive Director of OHFA retains the ultimate discretion as to the awarding of this proposal to the firm they believe most meets the requirements in this proposal and is in the best interests of the Agency.

# Exhibit A - Sample Agreement for Services

## AGREEMENT FOR SERVICES

This Agreement for Services ("Agreement") is made and entered into by and between the **Ohio Housing Finance Agency**, (hereinafter referred to as "Sponsor"), and \_\_\_\_\_ (hereinafter referred to as "Contractor"). Sponsor and Contractor may be collectively referred to in this Agreement as the "Parties". (PO Number is \_\_\_\_\_)

### STATEMENT OF THE AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, the parties agree as follows:

1. Statement of Work. Contractor will undertake and complete the work and activities set forth in the RFP and Contractor bid response, which are fully incorporated herein by reference as if fully rewritten, as set forth in Exhibit I, "Scope of Work", attached hereto. Contractor will consult with Sponsor's personnel and with other appropriate persons, agencies, or instrumentalities as necessary to ensure a complete understanding of the work and satisfactory completion thereof. Contractor further warrants and represents that it has the necessary background, training, and skills to undertake and complete the work and activities set forth in Exhibit I and will do so through its best efforts. Best efforts is defined as being efforts performed in a workmanlike manner according to the highest professional standard for the purpose intended.

2. Sponsor's Instructions. Sponsor may, from time to time as it deems appropriate and necessary, communicate specific instructions and requests to Contractor concerning the performance of the work described in this Agreement. Upon notice and within a reasonable time, Contractor must comply with those specific instructions and fulfill those requests to Sponsor's satisfaction. It is expressly understood by the Parties that the instructions and requests are for the sole purpose of performing the specific tasks requested and to ensure satisfactory completion of the work described in this Agreement. Any specific instruments from the Sponsor under this provision are not intended to amend or alter the terms of this Agreement or any part thereof. The management of the work, including the exclusive right to control or direct the manner or means by which the work described herein remains with and is retained by the Contractor. Sponsor retains the right to ensure that the work of the Contractor is in conformity with the terms and conditions of the Agreement, as specified in Exhibit I.

3. Term and Location of Performance.

a) Term. This Agreement is binding upon both parties, and the work described in this Agreement will commence on \_\_\_\_\_ and all activities under this Agreement will be completed not later than \_\_\_\_\_, on which date this Agreement will expire. In the event that the work hereunder is to be done in separate phases, each phase will be completed within the time prescribed in Exhibit I. In addition, if the Contractor and Sponsor desire to extend this Agreement for an additional period of time, an amendment will be executed setting forth the additional time period and an increase in the amount, as needed.

b) Location of Performance. Contractor affirms that it has read and understands Executive Orders 2019-12D and 2022-02D issued by Ohio Governor DeWine, that it will abide by those requirements in the performance of this Agreement, and that it will perform no services required under this Agreement outside of the United States. The Executive Orders are available at the following website:

<https://governor.ohio.gov/wps/portal/gov/governor/media/executive-orders/2019-12d>  
<https://governor.ohio.gov/media/executive-orders/executive-order-2022-02d>

c) Change of Performance Location. Contractor also affirms, understands, and agrees to immediately notify Sponsor of any change or shift in the location(s) of services performed by Contractor or its subcontractors under this Agreement, and no services will be changed or shifted to a location(s) outside of the United States.

4. Compensation. In consideration of the mutual promises stated in this Agreement, Sponsor agrees to pay Contractor at the rates set forth in Exhibit I on a reimbursement basis upon Sponsor's receipt and approval of proper invoices as more fully stated in section 5 of this Agreement. Contractor will not be compensated for services rendered except as expressly set forth herein. The total compensation to be paid to Contractor under this Agreement will not exceed \_\_\_\_\_ Thousand Dollars (\$\_\_\_\_\_.00). Consequently, Contractor will only be paid for services actually performed which may be less than the total compensation allocated in this section. If travel expenses are contemplated and agreed upon by the Parties as necessary in order to perform the services described in Exhibit I, Contractor will be compensated for travel expenses at the rates set forth in the Office of Budget and Management's Travel Rules more fully stated in Ohio Administrative Code 126-1-02 (the "Expense Rule"). Contractor agrees that it will not be reimbursed and Sponsor will not pay any items that are deemed to be "non-reimbursable travel expenses" under the Expense Rule. This provision is subject to the compensation limit stated herein.

5. Proper Invoicing Method. Contractor must submit proper invoices that are itemized and clearly include all of the following:

- a) Contractor's legal name, street address, email, phone number and (if applicable) fax number;
- b) OHFA contact information including email address;
- c) Invoice sent date and due date;
- d) P.O. number or contract number;
- e) Invoice number;
- f) Terms of payment;
- g) Delivery of the commodity or performance of the service described in Exhibit I;
- h) Date or dates of the purchase or rendering of the service;
- i) An itemization of the things or service done, the material supplied, respective hourly rate associated with the service performed or the amount of labor furnished; and
- j) The sum due pursuant to that invoice in relation to the total compensation owed under the Agreement.

The adequacy and sufficiency of Contractor's invoices will be determined solely by Sponsor. If Sponsor determines that an invoice is inadequate or insufficient, or determines that further documentation or clarification is required for a particular invoice, the burden of providing the required information or documentation is on Contractor. Costs incurred by Contractor which are associated with providing the required additional information or documentation and costs related to defending an inadequate or insufficient invoice will not be charged to Sponsor and will not be considered an allowable expense under this Agreement. Failure to comply with this section will delay payment to Contractor under this Agreement. Further, a Purchase Order Number must be issued by the Sponsor prior to this Agreement being signed by the Sponsor.

6. Contractor's Expenses. Contractor is solely be responsible for all office, business, and personal expenses associated with the performance of this Agreement unless otherwise stated herein.

7. Acknowledgment of Independent Contractor Status. Contractor acknowledges and agrees that any individual providing personal services under this Agreement is not a public employee for purposes of Ohio Revised Code (“ORC”) Chapter 145. Sponsor considers Contractor to be an independent contractor or any other classification other than a public employee, and as such, will make no contributions to the public employees retirement system (“OPERS”) on Contractor’s behalf. If Contractor has fewer than five (5) employees, Contractor has been provided an acknowledgment form attached hereto as Exhibit II, which must be completed by the Contractor, returned to Sponsor, and subsequently sent to the Ohio Public Employees Retirement System within thirty (30) days of the start date of this Agreement as required under ORC Section 145.038. That acknowledgment form states that the individuals employed by the Contractor understand that they are independent contractors, not public employees, and as such are not entitled to OPERS benefits based on this Agreement. It is further agreed that neither Contractor nor its employees or agents are “employees” of Sponsor as the term is used in ORC Section 124.01(F) and, therefore, are not eligible for vacation, medical insurance, sick leave, parental leave, leave of absence, tenure, bumping rights, retirement, or any other benefits or rights, which are incidents of public employment subject to the civil service laws of Ohio. Moreover, Contractor is responsible for any compliance with labor laws and contracts as it pertains to any union employees under its employment. Nothing herein contained will be construed to place the parties in the relationship of partners or joint venturers or of franchisor/franchisee.

8. Data and Information Control.

a) Confidentiality. The Contractor may learn of information, documents, data, records, or other material that is confidential in the performance of this Agreement. The Contractor may not disclose any information obtained by the Contractor as a result of this Agreement, without the Sponsor’s written permission to do so. The Contractor must assume that all Sponsor information, documents, data, source codes, software, models, know-how, trade secrets, or other material is confidential. In addition, the Contractor may not disclose any documents or records excluded by Ohio law from public records disclosure requirements.

The Contractor’s obligation to maintain the confidentiality of the information will not apply where the information:

- i. Was already in the Contractor’s possession before disclosure by the Sponsor, and the information was received by the Contractor without the obligation of confidence;
- ii. Is independently developed by the Contractor;
- iii. Is or becomes publicly available without breach of this Agreement except as provided in the next full paragraph;
- iv. Is rightfully received by the Contractor from a third party without an obligation of confidence;
- v. Is disclosed by the Contractor with the written consent of the Sponsor; or
- vi. Is released in accordance with a valid order of a court or governmental agency, provided that the Contractor:
  - Notifies the Sponsor of such order immediately upon receipt of the order; and

- Makes a reasonable effort to obtain a protective order from the issuing court or agency limiting disclosure and use of the confidential information solely for the purposes intended to be serviced by the original order of production.

Although some sensitive personal information, such as medical records, addresses, telephone numbers, and social security numbers may be publicly available through other sources, the Contractor will not disclose or use any sensitive personal information in any manner except as expressly authorized in this Agreement. Therefore, notwithstanding item iii above, the Contractor has an obligation to maintain the confidentiality of sensitive personal information and will do so.

The Contractor must return all original sources of information or data provided by the Sponsor and destroy any copies the Contractor has made on termination or expiration of this Agreement.

The Contractor will be liable for the disclosure of any confidential information. The Parties agree that the disclosure of confidential information originating from the Sponsor may cause the Sponsor irreparable damage for which remedies other than injunctive relief may be inadequate, and the Contractor agrees that in the event of a breach of the obligations hereunder, the Sponsor is entitled to temporary and permanent injunctive relief to enforce this provision without the necessity of proving actual damages. However, this provision will not diminish or alter any right to claim and recover damages.

Contractor will report security and privacy incidents to Sponsor in the most expedient time possible but not later than thirty days following its discovery or notification of the breach and will cooperate with the Sponsor and its response team in determining the scope of the breach and the affected users.

b) Public Records And Retention Of Documents And Information. The Contractor acknowledges that this Agreement, as well as any information, deliverables, records, reports, and financial records related to this Agreement are presumptively deemed public records pursuant to ORC 149.43. The Contractor understands that these records must be made freely available to the public unless the Sponsor determines that, pursuant to state or federal law, the requested materials are confidential or otherwise exempt from disclosure. The Contractor must comply with any direction from the Sponsor to preserve or provide documents and information, in both electronic and paper form, and to suspend any scheduled destruction of such documents and information.

c) Security and Safety Rules. When using or possessing Sponsor data or accessing Sponsor networks and systems, the Contractor, its employees, subcontractors and agents must comply with all applicable Sponsor rules, policies, and regulations regarding Sponsor-provided IT resources, data security, and integrity. When on any property owned or controlled by the Sponsor, the Contractor must comply with all security and safety rules, regulations, and policies applicable to people on those premises.

## 9. Termination.

- a) Termination for Convenience: The Sponsor may terminate this Agreement for its convenience by issuing written notice to the Contractor. The Contractor will be entitled to the pro-rated contract price for any Deliverable or portion of a Deliverable that the Contractor has delivered and the Sponsor has accepted before the written notice of termination. Total payments will not exceed the amount payable to the Contractor as if the Contract had been fully performed. Upon notice of termination, Contractor will immediately cease all work under this Agreement and take all necessary or appropriate steps to limit disbursements and minimize costs in ceasing all work. Contractor will be required to furnish a report setting forth the status of all activities under the Agreement including, but not limited to, the work completed and the payments received by Contractor and any other information as Sponsor may require. . This will be the Contractor's exclusive remedy in the case of termination for convenience and is available to the Contractor only after the Contractor has submitted a proper invoice.

b) Termination for Breach. Sponsor may immediately terminate this Agreement, in whole or in part, by written or oral notice to Contractor for any of the following reasons:

- i. Contractor fails to perform the services or deliver the product further described in Exhibit I by the date required or by any later date as may be agreed upon by the Parties through an amendment to this Agreement;
- ii. Sponsor determines that the services or product to be provided under this Agreement is inadequate for the initially intended use or cannot be feasibly adapted to the intended use;
- iii. Any warranty or assurance provided by Contractor in this Agreement is found to have been false or incorrect when made or Contractor fails to immediately notify Sponsor that a warranty or assurance in this Agreement was subsequently found to be false or incorrect;
- iv. Contractor or any of its subcontractors perform services under this Agreement outside the United States;
- v. Contractor makes any general assignment for the benefit of creditors, closes its business, becomes subject to a court order appointing a receiver, trustee, or similar official to act on its behalf, or files bankruptcy;
- vi. Contractor becomes the subject of any proceeding under any law related to bankruptcy, insolvency, reorganization, or relief from debtors; or
- vii. In Sponsor's sole opinion, Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under this Agreement.

The Sponsor, in its sole discretion, may provide written notice to Contractor of a breach and permit the Contractor to cure the breach. The cure period provided by Sponsor may not exceed 21 calendar days. During the cure period, the Sponsor may buy substitute services from a third party and recover from the Contractor any costs associated with acquiring those substitute services. Notwithstanding the Sponsor permitting a period of time to cure the breach or the Contractor's cure of the breach, the Sponsor does not waive any of its rights and remedies provided the Sponsor in this Agreement, including but not limited to recovery of funds paid for services the Contractor performed outside of the United States, costs associated with corrective action, or liquidated damages.

Sponsor will not be obligated to pay for any services or products provided under this Agreement if Contractor's actions result in any one of the conditions for Termination for Breach described above. Contractor will also immediately return all funds paid to the Sponsor if it or any of its subcontractors cause a Termination for Breach to occur. Sponsor may also recover all costs associated with any corrective action that it may undertake from the Contractor if the Contractor or any of its subcontractors cause a Termination for Breach to occur, including an audit or risk analysis related to Contractor's performance of services outside the United States. The Sponsor may also recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Agreement and costs associated with the acquisition of substitute services from a third party.

c) Termination for Just Cause. Sponsor may terminate this Agreement, in whole or in part, for just cause upon thirty (30) days written notice to the Contractor. Upon notice of termination, Contractor will immediately cease all work under this Agreement and take all necessary or appropriate steps to limit disbursements and minimize costs in ceasing all work. Contractor will be required to furnish a report setting forth the status of all activities under the Agreement including, but not limited to, the work completed and the payments received by Contractor and any other information as Sponsor may require. Subject to any claim for damages arising from Contractor's breach, Contractor will be entitled to compensation for work completed through the date Contractor received notice of termination upon submission and approval of proper documentation or invoices.

d) Waiver. No term or provision of this Agreement will be deemed waived and no breach excused unless the waiver of consent is in writing and signed by both Parties to this Agreement.

e) Costs Associated with Termination for Cause.

i. Sponsor may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Agreement and costs associated with the acquisition of substitute services from a third party.

ii. If the Sponsor determines that actual and direct damages are uncertain or difficult to ascertain, the Sponsor in its sole discretion may recover a payment of liquidated damages in the amount of one percent of the value of the Agreement.

10. Certification of Funds. It is expressly understood by Sponsor that none of the rights, duties, and obligations described in this Agreement will be binding on either party until all statutory provisions under the Ohio Revised Code and procedural requirements under OHFA's bylaws have been complied with. Moreover, no act by OHFA's Board is considered binding upon or a restriction upon a future OHFA Board. If at any time sufficient funds are not available or appropriated to continue funding any payment due under this Agreement, this Agreement will terminate in accordance with the "Termination for Just Cause" provision in Article 9(b).

11. Equal Employment Opportunity. Pursuant to ORC 125.111, Contractor agrees that Contractor, any subcontractor, and any person acting on behalf of Contractor or subcontractor, will not discriminate, by reason of race, color, religion, sex, age, disability, national origin, military status or ancestry against any citizen of this state in the employment of any person qualified and available to perform the work under this Agreement. Contractor further agrees that Contractor, any subcontractor and any person acting on behalf of Contractor or subcontractor will not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability, national origin, military status or ancestry. Contractor represents that it has a written affirmative action program for the employment and effective utilization of disadvantaged persons and will file a description of that program and a progress report on its implementation with the equal employment opportunity office of the department of administrative services. Contractor and any of its subcontractors are encouraged to use MBE and EDGE vendors to assist in completing the work under this Agreement.

12. No Unfair Labor Practice Findings. Contractor warrants and represents that neither it nor any of its subcontractors are listed with the Secretary of State for unfair labor practices, pursuant to ORC 121.23.

13. Forbearance. No act of forbearance or failure to insist on the prompt performance by Contractor of its obligations under this Agreement, either express or implied, will be construed as a waiver by Sponsor of any of its rights hereunder.

14. Indemnification. The Contractor agrees to indemnify and to hold the Sponsor and State of Ohio harmless and immune from any and all claims for injury or damages arising from this Agreement and the Contractor's performance of the obligations or activities in furtherance of the Agreement which are attributable to the Contractor's own actions or omissions or those of its trustees, officers, employees, subcontractors, suppliers, third parties utilized by the Contractor, or joint venturers while acting under this Agreement. Claims that the Contractor will indemnify the Sponsor and State of Ohio include, but are not limited to, any claims made under the Fair Labor Standards Act or under any other federal or state law involving wages, overtime, or employment matters and any claims involving patents, copyrights, and trademarks. The Contractor will bear all costs associated with defending the Sponsor and the State of Ohio against any claims.

15. Ohio Ethics Laws. Contractor, by its signature on this document, certifies: (1) it has reviewed and understands the Ohio ethics and conflict of interest laws including, without limitation, ORC 102.01 *et seq.*, 2921.01, 2921.42, 2921.421, 2921.43, and 3517.13(I) and (J); and (2) it has not taken and will not take any action inconsistent with those laws, as any of them may be amended or supplemented from time to time.

16. Drug-Free Workplace Compliance. In the event that work performed pursuant to the terms of this Agreement will be done while on state property, Contractor hereby certifies that all of its employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

17. Adherence to All Laws. Contractor agrees to comply with all applicable federal, state, and local laws in the conduct of the work under this Agreement. Contractor and its employees are not employees of Sponsor with regard to the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code and for state revenue and tax laws, state workers' compensation laws and state unemployment insurance laws. Contractor accepts full responsibility for payment of all taxes including, with limitation, unemployment compensation insurance premiums, all income tax deduction, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Contractor in the performance of the work authorized by this Agreement. Contractor is solely responsible for obtaining its own workers' compensation coverage for itself and its employees. Sponsor is exempt from federal, state and local taxes and will not be liable for any taxes under this Agreement.

18. Unresolved Findings. Contractor warrants that it is not subject to an unresolved finding for recovery under O.R.C. 9.24. If this warranty is deemed to be false, this Agreement is void *ab initio* and the Contractor must immediately repay to the Sponsor any funds paid under this Agreement. Contractor further warrants that it has no outstanding final judgments against it by the State, including tax liabilities, and agrees that any payments incurred by the State in this Agreement may be applied against any outstanding judgments or liabilities currently owed to the State or incurred by the State in the future.

19. Conflict of Interest. Contractor certifies that it does not have on its staff, payroll, or otherwise employed for monetary compensation or not, any employee who, within the past twelve months, was a public official or employee with Sponsor or any other board, commission or agency of the State of Ohio who had the ability to make decisions regarding approval, disapproval, recommendation, rendering advice, investigation or otherwise exercised substantial administrative control over matters concerning Contractor at the time of his or her state employment. Further, no personnel of Contractor, subcontractor of Contractor or personnel of any such subcontractor, or public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement will, prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Any such person, who, prior to or after the execution of this Agreement, acquires any personal interest, involuntarily or voluntarily, must immediately disclose his interest to Sponsor in writing. Thereafter, the affected person will not participate in any action affecting the work under this Agreement unless Sponsor determines that, in light of the personal interest disclosed, their participation in that action would not be contrary to the public interest.

20. Force Majeure (Excusable Delay). As used in this Agreement, the term “force majeure” includes all events that cause delay in the performance under that Agreement due to events or causes beyond its or its subcontractor’s control and without its or its subcontractor’s negligence or fault. For purposes of this section, the term “force majeure event” includes without limitation, the following: (1) Acts of God, such as epidemics, pestilence, lightning, earthquakes, fires, storms, hurricanes, tornadoes, floods, washouts, droughts, or other severe weather disturbances; (2) other events or causes that could not be foreseen in the exercise of ordinary care and beyond the reasonable control of the affected party, such as explosions, restraining of government and people, war, strikes, and other similar events or causes.

If the Sponsor or the Contractor cannot perform any part of its obligations under this Agreement because of force majeure, that party is excused from those obligations, to the extent that performance is prevented by the force majeure event and that party took all commercially reasonable steps to mitigate or avoid the effects of the force majeure event. If there is only a delay in performance, such delay may extend only for that time lost because of the force majeure event. At any time a party is unable to perform those above-referenced obligations, it must also do the following:

- a) Promptly notify the other party, in writing, of any material delay in performance due to a specified force majeure event;
- b) Provide detailed information of the force majeure event;

c) Provide a proposed revised performance date to make up for performance delays due to the force majeure event. When applicable, the revised schedule must provide for performance time not to exceed the time lost as a result of the force majeure event.

21. Miscellaneous.

a) Governing Law. This Agreement is governed by the laws of the State of Ohio as to all matters, including any challenge to its validity, enforceability, construction, effect, and performance.

b) Forum and Venue. All actions regarding this Agreement will be forumed and venued in a court of competent subject matter jurisdiction in Franklin County, Ohio.

c) Entire Agreement. This Agreement and its exhibits and any documents referred to herein constitute the complete understanding of the Parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.

d) Severability. Whenever possible, each provision of this Agreement is to be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, that provision will be ineffective only to the extent of that prohibition or invalidity finding, without invalidating the remainder of such provisions of this Agreement.

e) Notices. All notices, consents, demands, requests and other communications which may or are required to be given hereunder must be in writing and will be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth below or to another address designated by the applicable party in written notice transmitted in accordance with this provision.

In case of Sponsor, until May 31, 2023:

Ohio Housing Finance Agency  
57 East Main Street  
Columbus, Ohio 43215

In case of Sponsor, after May 31, 2023:

Ohio Housing Finance Agency  
2600 Corporate Exchange Dr., Suite 300  
Columbus, Ohio 43231

In case of Contractor, to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

f) Amendments or Modifications. Either Party may at any time during the term of this Agreement request amendments or modifications. Requests for an amendment or modification of this Agreement must be in writing and specify the requested changes and the justification for those changes. Should the Parties consent to an amendment to or modification of the Agreement, then an amendment will be drafted, approved, and executed in the same manner as the original agreement. Any amendment or modification to the Agreement must be in writing and signed by both Parties to be effective.

g) Pronouns. The use of any gender pronoun includes all the other genders, and the use of any singular noun or verb includes the plural, and vice versa, whenever the context so requires.

h) Headings. Section headings contained in this Agreement are inserted for convenience only and are not considered a part of this Agreement.

i) Assignment. Neither this Agreement nor any rights, duties, or obligations described herein may be assigned or subcontracted by Contractor without the Sponsor's prior express written consent. Any assignment or delegation without the Sponsor's prior express consent, is voidable by the Sponsor.

j) Refrainment from Boycott. Pursuant to ORC 9.76, Contractor agrees that it will refrain from boycotting any jurisdiction with whom the State can enjoy open trade, including Israel, during the contract period.

k) Electronic Signatures. Copies of signatures sent by facsimile transmission or provided electronically in portable document format ("PDF") are deemed to be originals for purposes of execution and proof of this Agreement.

l) Taxes: Sponsor is exempt from federal excise taxes and all state and local taxes, unless otherwise provided herein.

**IN WITNESS WHEREOF**, the parties have executed this Agreement for Services on the last day and year set forth below.

CONTRACTOR:

SPONSOR:

[NAME of Contractor]

**Ohio Housing Finance Agency**

By: \_\_\_\_\_

By: \_\_\_\_\_

Bill Beagle  
Executive Director

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit B - Summary of Reports by Funding Source

|                       | Review Standard  | Number of reviews during Contract Term (estimated) | Approximate time to complete review |
|-----------------------|--|--|-------------------------------------|
| <b>HOME</b>           | 24 C.F.R. Part 58  | 30   | 4-12 months                         |
| <b>HOME-ARP</b>       | 24 C.F.R. Part 58  | 2  | 4-12 months                         |
| <b>CDBG-DR</b>        | 24 C.F.R. Part 58  | 0  | 4-12 months                         |
| <b>FHA Risk Share</b> | 24 C.F.R. Part 58  | 10   | 4-12 months                         |
| <b>OHTF</b>           | OHFA Environmental Review Standards for OHTF-Funded Projects | 20   | 2-3 months                          |
| <b>NHTF</b>           | 24 C.F.R. § 93.301(f)(1) and (2)                             | 15   | 4-6 months                          |
| <b>811 PRA</b>        | HUD § PRA.215  | 20   | 4-6 months                          |

## Exhibit C - Summary of Review Items by Funding Source

|   | HOME/ HOME-<br>ARP/ FHA<br>RISK SHARE/<br>CDBG-DR | OHTF          | NHTF          | 811 PRA       |
|---|---|---------------|---------------|---------------|
| Site Contamination                                    | x   | x             | x             | x             |
| Historic Preservation                                 | x   |               | x             | x             |
| Noise   | x   | x             | x             | new only      |
| Airport Clear Zones                                   | x   |               | x             | x             |
| Coastal Zone Management/<br>Coastal Barrier Resources | x   |               | x             | x             |
| Floodplains   | x   | x             | x             | x             |
| Wetlands  | x   | x             | x             | x             |
| Explosive/Flammable<br>Hazards                        | x   | x             | x             | new only      |
| Endangered Species                                    | x   |               | x             | new only      |
| Farmland Protection                                   | x   | x             | x             | new only      |
| Sole Source Aquifers                                  | x   |               | x             | new only      |
| Lead Based Paint                                      | existing only                                     | existing only | existing only | existing only |
| Safe Drinking Water                                   | x   |               | x             |               |
| Wild and Scenic Rivers                                | x   |               | x             |               |
| Air Quality   | x   | x             |               |               |
| Radon   | x*  | x             |               |               |

\* Radon requirements based on [CPD Notice 23-103](#).

## Exhibit D – Transmittal Letter

*Note: Submit the following on your firm's letterhead*

### LETTER OF TRANSMITTAL

Ohio Housing Finance Agency  
Attn: XXXXXXXXXX  
XXXXX XXXXX –RFP Request  
*2600 Corporate Exchange Dr.*  
*Suite 300*  
Columbus, Ohio 43215

Dear Ohio Housing Finance Agency:

In accordance with the Request for Proposal, we are pleased to submit our written proposal.

\_\_\_\_\_ (insert firm's name) will provide XXXX services to OHFA for the period of MMMM DD, 20YY to MMMM DD, 20YY in accordance with the requirements of the Request for Proposal issued by OHFA.

Any information or questions concerning this written proposal should be directed to \_\_\_\_\_ (firm's liaison) at the following address and telephone number: \_\_\_\_\_.

Respectfully,

\_\_\_\_\_ (signature)

Authorized Officer of Firm  
Printed Name and Title