

Request for Proposals

OHTF Environmental Review Consultant

OHIO HOUSING FINANCE AGENCY
57 East Main Street
Columbus, Ohio 43215
www.ohiohome.org

Date of Release of RFP: Wednesday May 27, 2009

**Proposals must be submitted no later than 5:00 p.m., Friday
June 26, 2009 EDT**

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Section 1 – Guidelines for Request for Proposals

1.0 Introduction and Purpose

The Ohio Department of Development (ODOD) provides Ohio Housing Trust Funds (a.k.a. Trust) to the Ohio Housing Finance Agency (OHFA). OHFA sub-grants the Trust funds to nonprofit and for-profit organizations and companies (a.k.a. “Project Sponsors”) to construct or rehabilitate affordable housing.

ODOD receives Trust funds from the State of Ohio. OHFA is a sub-recipient of the State of Ohio/ODOD/Office of Housing and Community Partnerships (OHCP).

To facilitate the programmatic environmental review process, OHFA desires to contract with a qualified firm to prepare environmental review reports. This is a “two-year” contract beginning no-earlier-than August 20, 2009 and ending on June 30, 2011.

The Ohio Housing Finance Agency (“OHFA”) is seeking proposals from qualified independent firms (a.k.a. “Consultant”) to conduct and construct environmental reviews for projects funded with Trust in accordance with OHFA’s requirements and as specified in this Request for Proposal (“RFP”).

The Ohio Housing Finance Agency, Planning Preservation and Development (PP&D) Department, Project Administration office is seeking a combined Qualification Statement and a Proposal to Perform Services:

- a) To review approximately 30 ASTM Phase I Environmental Assessments over two program years, (15 in each year) and seek modifications of reports to attain the standards, make recommendations for further study and/or remediation, and assure there is an extension of reliance to OHFA and ODOD. Currently, the standard for Phase I Reports is the ASTM E1527-05.

The intent of the proposed work is to review environmental components for the proposed projects, work with the Project Sponsor (a.k.a. developer, owner, owner’s representative, or Trust funds recipient) to resolve environmental issues, and to prepare an Environmental Review for each project, based on OHFA’s established procedures.

In addition, the Phase I shall address any environmental conditions (on or off-site) which, while not meeting the ASTM E1527 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 paint, mines, air quality, and explosion hazards (above ground storage tanks, overhead pipelines, and oil/gas wells). The ASTM E1527

minimum search distances for government records must be met for each site and the Phase I shall draw justified conclusions on the potential impact of identified government records sites on the project sites. The firms submitting the Phase Is for each project shall provide recommendations regarding all identified environmental conditions.

- b) To conduct approximately 290 Mini-Phase I Environmental Assessments (MP-1) over two program years, (145 in each year). This requires the Consultant to evaluate MP-1 information/data as submitted in accordance with OHFA standards by Project Sponsors, and to provide an opinion of the ER risk related to the data gathered. The criteria for MP-1 Environmental Assessments is listed in Section 2. The MP-1 report will be used to determine if a Phase I Report should be performed for the project.

OHFA utilizes MP-1's for projects funded with low-income housing tax credits (a.k.a. Housing Credits), approximately 130 each year, and for projects funded with it's Housing Development Assistance Fund (HDGF f.k.a. HDAP), approximately 15 each year.

- c) The Consultant will participate in five one-day training sessions in Columbus during each year of the contract. These training sessions are provided for the benefit of OHFA funding applicants and OHFA staff (normally in January, June, and November).
- d) The Consultant will perform up to 5 days of additional training each year of the contract. This will include one-on-one trainings and counseling sessions with Project Sponsors to discuss specific items or questions of the projects needs lists. These one-on-one sessions will primarily be held at OHFA's offices at 57 East Main Street in Columbus.
- e) The Consultant may be asked to provide opinions of results of Phase I findings for programs (namely, housing credit projects funded in part by the HOME Investment Partnership Program) administered by OHFA that fall outside the scope of this RFP. Historically this has been limited to three projects in any program year.

1.1 Schedule of Events

OHFA has established the following schedule for selection of an environmental review Consultant to perform services outlined in this RFP:

<u>Event</u>	<u>Date</u>
RFP issuance date	May 27, 2009
Written questions from prospective bidders	June 10, 2009
Reponses	June 12, 2009

Proposals due

Confirm selection by OHFA Board
Start date of Services

Friday June 26, 2009 5 p.m. (EDT)

August 19, 2009
August 20, 2009

The above schedule is subject to change upon written notice from OHFA to all firms to which OHFA has provided these materials.

1.2 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 requests will be honored. Potential applicants may submit their questions or inquiries via mail, fax, or e-mail to:

Ohio Housing Finance Agency
Attn: Barry Accountius, P&FM Manager
OHTF Environmental Review Consultant – RFP Request
57 E. Main Street
Columbus, Ohio 43215
Fax: 614-466-0606
E-mail: baccountius@ohiohome.org

All written questions or inquiries are due by 5 p.m. (EDT) on Wednesday, June 10, 2009. OHFA expects to respond to all questions and inquiries by 5 p.m. (EDT) on Friday, June 12, 2009.

OHFA reserves the right to decline to respond 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 at <http://www.ohiohome.org>. Any applicant that wishes to receive the questions and answers in any other manner must notify OHFA by e-mail Baccountius@ohiohome.org of their preferred method of delivery (e-mail, fax or mail).

1.3 Verbal Communication regarding RFP prohibited

Verbal communication from any potential bidders regarding this RFP to OHFA staff, staff of the Ohio Department of Development, and or OHFA Board members is prohibited.

1.4 Submission of Proposals Deadline

The entire proposal is to be submitted electronically on a CD-R in PDF format. CD's must arrive at OHFA by 5 p.m. (EDT) Friday, June 26, 2009. Proposals will not be accepted via e-mail. Applicants may mail or hand-deliver proposals to:

Ohio Housing Finance Agency
Attn: Barry Accountius, P&FM Manager
OHTF Environmental Review Consultant – RFP Request

57 E. Main Street
Columbus, Ohio 43215
Ph. 614-995-0489

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 Baccountius@ohiohome.org RE: OHTF Environmental Review Consultant – RFP Request. OHFA will respond by e-mail with confirmation of receipt of the proposal.

1.5 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 an internal review committee.

1.6 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.

1.7 Award of RFP

The RFP will be awarded to the firm that presents the most effective combination of costs, qualifications, services, understanding of the OHTF environmental review process, ability to identify and analyze key issues, experience with similar projects, proximity of corporate offices, and assurances and availability of key personnel. OHFA will post on its website the firm or firms selected to be awarded the contract after formal approval by the OHFA Board no later than August 19, 2009.

1.8 Agreement for Services Term and right to negotiate terms and conditions

The Agreement for Services will begin on August 20, 2009 and expire on June 30, 2011, 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 selected Consultant or Consultants will enter into a definitive agreement with OHFA, a sample of which is attached and made a part hereof. The relationship between OHFA and the Consultant shall be governed by the terms of that agreement. All Consultants should review this sample agreement prior to submitting a Qualified Statement and a Proposal to Perform Services.

Section 2 – Scope of Services

2.0 Scope of Services - OVERVIEW

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

MP-1 Reviews: Each Project Sponsor, as an applicant, is required to submit an MP-1 Environmental “data gathering” report for all proposed projects to be funded by Housing Credits and/or HDAP. The Consultant will be required to review the reports for soundness and reliability. The Consultant will have established sources of professional disciplines to evaluate projects and to confer with when proposing alternative or mitigating measures. OHFA Project Administrative staff will provide consultation on the process, as requested.

Phase I (ASTM) Reviews: Each Project Sponsor, who receives an award of housing credits, is required to have a current Phase I Environmental Site Assessment for Commercial Real Estate to ASTM Standards, which extends reliance on the report to OHFA and ODOD. The Consultant will be required to review the reports for soundness and reliability. The Consultant will have established sources of professional disciplines to evaluate projects and to confer with when proposing alternative or mitigating measures. OHFA Project Administrative staff will provide consultation on the process, as requested.

There may also be HDGF projects that are not awarded housing credits that will require Phase I and possibly Phase II ASTM Environmental reviews. The Consultant will review these reports as well. OHFA anticipates that the number of these projects should not exceed 15 during each program year.

Due to the possible perceived conflict of interest, the awarded Consultant will refrain from conducting Phase I, II, or III reports for any projects on which an environmental review will be conducted through the contract that will be entered into with the selected Consultant.

The Consultant will dedicate the appropriate number of qualified staff to complete each environmental review.

2.1 Environmental Review - COMPONENTS

Phase I (ASTM): The Project Sponsor will submit a Phase I Environmental Site Assessment to ASTM Environmental Site Assessments for Commercial Real Estate Standards E1527 (Phase I) which expressly states OHFA and ODOD may rely on the report for conditions of each site. For scattered site projects, the sites must be grouped and submitted in no more than four submissions.

In addition, the Phase I shall address any environmental conditions (on or off-site) which, while not meeting the ASTM E1527 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 paint, mines, air quality, and explosion hazards (above ground storage tanks, overhead pipelines, and oil/gas wells). The ASTM E1527 minimum search distances for government records must be met for each site and the Phase I shall draw justified conclusions on the potential impact of identified government records sites on the project sites. The Phase I firm shall provide recommendations regarding all identified environmental conditions.

- a) The Consultant will review the submission for completeness and sufficiency to defend OHFA and ODOD against the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) liability and for provision of adequate data on the health and safety of the project. The Consultant will perform an inspection of each site under review.
- b) The Consultant shall cause the applicant to remedy deficient, incomplete, or missing data or conclusions.
- c) The Consultant will also review Phase II and/or III information, if applicable. The Consultant will assemble and submit to OHFA reports, reviews, corrections, and other information provided by the Project Sponsor and prepares a Summary of Findings and Recommendations report. The Consultant will present to OHFA a list of approvals and permits that are required during construction through the completion of the project. OHFA will instruct the Project Sponsor to gather and submit approvals and permits to OHFA to complete the project file.
- d) OHFA will review all records upon receipt from the Consultants. The Consultant may be asked to provide additional information if any portion is unclear or lacking.
- e) The Consultant will advise the applicant that no work may proceed until an environmental clearance has been granted.
- f) The Consultant will provide OHFA with two copies of each Summary of Findings and Recommendations report. The Consultant will present to OHFA a list of approvals and permits that are required during construction through the completion of the project. OHFA will instruct the Project Sponsor to gather and submit approvals and permits to OHFA to complete the record.
- g) The Consultant will dedicate the appropriate number of qualified staff to complete each Phase I review assessment.
- h) The Consultant will, while maintaining acceptable environmental review standards, be expected to work with OHFA staff to facilitate a review process sensitive to the time constraints and nature of sophisticated residential real estate development.

Upon completion of each review, the Consultant will provide OHFA with two (2) copies of each review. All subsequent requirements and recommendations made of the project will be the responsibility of OHFA. The Consultant will present to OHFA a list of recommended remediations and mitigations that are required during construction through the completion of the project. OHFA will instruct the Project Sponsor on how to proceed.

Mini Phase I “MP-1 Reviews: OHFA has worked with Environmental Professionals to create an MP-1 review. The purpose for this review is to provide a mechanism for Project Sponsors to collect site-specific data pertaining to basic environmental aspects. It is through the MP-1 process that OHFA ascertains a level of environmental risk of the general health and safety for future residents, and/or the likelihood that a Phase I may uncover recognizable environmental concerns that may hinder the development of a project. The Consultant, upon receipt of each MP-1, will review the submission for completeness, communicate directly with the Project Sponsor, and ultimately make a determination of “ER Risk” of the project. The MP-1 Standards are provided in this RFP as an attachment.

Project Sponsors will provide to the Consultant a completed site inspection report, information gathered from an interview with current owners, site photographs, database report (EDR or GeoCheck), and two sources of historical data, (aerial photographs, fire insurance maps, or city directories.)

- a) The Consultant will review the data gathered in the MP-1 to determine the risk level (high or low) of the project/site.
- b) The Consultant will communicate directly with Project Sponsors and perform site visits if necessary.
- c) The Consultant will consider all data supplied by the Project Sponsor and prepare a summary of findings that include the opinion of either “high” or “low” risk.

2.2 Steps of Workflow – Phase I

- a. Upon receipt of the Phase I report(s) the Consultant will send letters notifying the Project Sponsors of the environmental review process and request initial information.
- b. Consultant will prioritize projects based upon receipt of the information from each Project Sponsor.
- c. As projects are initiated, Consultant will prepare a draft review to identify potential issues such as underground mines, nearby oil or gas wells, and potential wetlands.
- d. Consultant will prepare a preliminary needs assessment and submit to the Project Sponsor. The Consultant may modify prioritization of issues to allow “non-issue” projects to proceed in advance of projects requiring additional studies by Project Sponsors.

- e. If necessary, Consultant will initiate all third-parties requests for information from the Ohio Historical Preservation Office, Ohio Fish and Wildlife, Army Corps of Engineers, Ohio Department of Natural Resources, OEPA, USEPA, and USDA-RD.

Mini-Phase I

Upon receipt of the MP-1, Consultant will apply the following workflow processes:

HDGF Projects: These reports will primarily be submitted to the Consultant during the months from August to March. These projects will be prioritized on a “First Come, First Served” basis.

Housing Credit Projects: OHFA anticipates that these reports will be submitted during the month of February, (130 per program year). Consultant will be expected to complete all work required and submit letters to OHFA of summary of findings within 45 days of initial submittal.

2.3 Site Visits and Needs Lists

- a. For Phase I Environmental reviews, Consultant will work with Project Sponsors to coordinate site visits based on the needs assessment mentioned. **All sites visits will be completed no later than 45 days after receiving a complete Phase I ESA that complies with OHFA Standards.**
- b. Consultant will include a summary of findings and observations from each visit to OHFA via a monthly status report.
- c. Consultant will produce and provide a *Deficiency List* to each Project Sponsor that details any deficiencies and/or follow-up and/or additional documentation needed due to the discovery of potential environmental concerns that result from the Consultants review of the project. **The Deficiency List will be provided to the Project Sponsor no later than 14 business days from the date of the site visit.**

2.4 Additional Reviews As Needed

- a. 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 will incorporate the revised project in the Environmental Review.

2.5 Timeliness and Number of Projects

Phase I Environmental Reviews

<u>Program Year</u>	<u>Approx. date to Consultant</u>	<u>Approx. Number of Projects</u>
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2009 Projects:	Sept, 2009	15
2010 Projects:	July, 2010	15

While OHFA expects that all **Environmental Reviews to be completed within 12 months** of submittal to the Consultant, OHFA reserves the right to extend the contract period as needed based on project specific issues that may cause delays.

Applications will be forwarded to the Consultant on or about the date listed above. The Consultant will issue an introduction letter to each Project Sponsor and will devise a list of base information necessary for each Project Sponsor to gather and submit. The priority for review will be determined in the sequence the Project Sponsor submits evidence of readiness to proceed. Readiness to proceed is defined as having identified 100% of the projects 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.

MP-1's

<u>Program Year</u>	<u>Approx. date to Consultant</u>	<u>Approx. Number of Projects</u>
2009 Projects:	August 2009 - February 2010	15 (non-housing credit HDGF)
2010 Projects:	March 2010	130 (housing credit)
2010 Projects:	August 2010 - February 2011	15 (non-housing credit HDAP)
2011 Projects:	March 2011	125 (housing credit)

2.6 Location of Projects

Assume that 50% of the projects will be located in non-urban (rural) settings and 50% of the projects will be located in urban settings (Akron, Butler County, Canton, Cincinnati, Cleveland, Columbus, Cuyahoga County, Cleveland Heights, Euclid, Lakewood, Parma, Dayton, East Cleveland, Franklin County, Hamilton, Hamilton County, Lake County, Lima, Lorain, Mansfield, Montgomery County, Kettering, Springfield, Stark County, Alliance, Massillon, Summit County, Toledo, Warren, Trumbull County, or Youngstown). The locations of the projects are not currently known and will be identified over the Term of the Agreement.

2.7 Type of Projects and Number of Units

It is anticipated that 95% of the proposed projects will be single site multi-family or senior, rental, new construction or substantial rehabilitation projects. The remaining 5% may be scattered site new construction of infill housing and substantial rehabilitation of single family or multi-unit dwellings on more than 10 sites. 90% of the projects are for renter occupancy, between 20 - 80 units. 10% will be single-family homeownership units (houses), between 50 to 15 units.

2.8 Reporting

- a. Consultant will prepare and submit to OHFA a monthly project status report. The report will be a "snapshot" of the progress to date and an estimated time of

completion for all projects. The report will note any unusual environmental concerns that affect the progress of the review, (i.e. historical, noise, UST's).

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

Section 3 – Required Information to be provided in Response to Proposal

All submittals to this RFP MUST conform to the Guide as provided (Exhibit B of this RFP). OHFA strongly encourages all respondents to construct their proposals in a highly detailed and organized manner. OHFA suggests that each “tab” be its own PDF file and labeled as such.

3.0 Qualification Statement and Proposal Content

- a. Please describe your firm's experience in performing environmental review work. The description of your firm should include, but is not limited to, the following:
 - 1) Location and size.
 - 2) Number of years of operation.
 - 3) Number of years experience in performing environmental reviews
 - 4) Number of reviews in years – 2006, 2007, and 2008
 - 5) Notable reviews
- b. Provide a list of disciplines your company offers in evaluating the following:
 - 1) Traffic and Noise Studies
 - 2) Water and/or Soil contamination
 - 3) Indoor Air Quality (Including radon)
 - 4) Compliance with UST and BUSTR regulations
 - 5) HUD Superfund Sites
 - 6) Explosive Hazards
 - 7) Lead Based Paint and Asbestos Containing Material
 - 8) Environmental Justice
 - 9) Wetlands
- c. Provide a copy(s) of any of the following reviews that your firm may have conducted in the last five years:
 - 1) Relevant Project Experience with projects executed by the firm that involve Local, State and/or Federal programs such as HOME and CDBG. Please include the name of the municipality and the type of ER consulting work

performed, (include samples of the work)

- 2) One or more individual ASTM environmental reports:
 - a) Phase I Environmental Review
 - b) Phase II for Water or Soil contamination
 - c) Any supplemental study pertaining to the health and safety of future residents in any planned multi-family project.
- d. For any previous work provided as listed above, please provide a list of clients and references for entities the work was performed for.
- e. Indicate whether you have any other current contracts with other state agencies. If so, provide the type of services being rendered, the name of the state agency, the amount of contract, the date of the contract, the percentage completed, and the rate of pay for each contract. Identify if any of these contracts were non-competitively bid.

If you are an individual, indicate if you have been employed by State of Ohio within the last 12 months. If so, state the capacity in which you were employed and the rate of pay.
- f. Describe, in detail, how your organization (and any and all subcontractors) proposes to conduct the Scope of Services. Indicate who will be responsible for each task and the experience this person has. Include resumes for each person named. Include a list of staff that will be assigned to carry out duties and identify the estimated percentage of each person's time that will be allotted to carry out contracted responsibilities. The following format is required:
 - 1) Assemble Staff
 - 2) Project Prioritization
 - 3) Site Visits and Coordination with Project Sponsors
 - 4) Determine Need for Other Reviews
 - 5) Third-Party Coordination
 - 6) Conduct Reviews
 - 7) Conduct Training and Presentations
 - 8) Prepare the report to OHFA
- g. Provide a schedule of costs* that includes all components necessary to review an ASTM Phase I Environmental Site Assessment and to produce a Summary of Findings based on the total scope of work as previously outlined. Provide the same schedule for costs* to complete an MP-1 review. Include a TOTAL cost of the entire scope of work.

**To include travel, administration, general overhead, and all consulting work necessary to perform the duties herein.*

- h. Provide the total number of employees your firm has nationwide (including Ohio offices) and provide the number of Ohio office employees. Indicate the percentage of the employees who are women and the percentage of employees who are Black, Hispanic, Oriental, or American Indian. This information should be current (not more than one year old). Information should be displayed in the following manner:

	<u>Nationwide</u>	<u>Ohio Offices</u>
Number of Employees		
% Women:		
% Minorities:		

- i. If subcontracts are to be utilized, identify the subcontractors, the type of work to be performed by the subcontractors, the amount of each subcontract and the percentage it represents of the total contract amount. The information should be displayed in the following manner:

Subcontractor:	Proposed Amount of Each Subcontract:
Address:	Percentage of Total Contract:
Type of Work to be Performed:	

- j. Provide lists that include separate information on each subcontractor's total number of employees nationwide (including Ohio offices) and on the number of Ohio office employees. Each list should show the percentage of the employees who are women and the percentage of employees who are Black, Hispanic, Oriental, or American Indian. This information should be current, but should in no cases be more than one year old. The information should be displayed in the following manner:

	<u>Nationwide</u>	<u>Ohio Offices</u>
Number of Employees:		
% Women:		
% Minorities:		

- k. Has your company and/or any of its principles or parties listed in this RFP or their spouses made a contribution to the Governor or any of the Governor's Campaign Committee in the two previous calendar years that totaled in excess of \$1,000.00 per individual? Please specify in detail any affirmative response to this question.

Section 4 – Evaluation Process

4.0 Minimum Evaluation Requirements

OHFA will assemble a Review Committee. The Committee will consist of Senior OHFA

staff, select Program Managers, and a designated representative from ODOD/OHCP. The committee will evaluate all of the responses to this RFP. 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.

4.1 Comparative Evaluation Criteria

The Review Committee will evaluate the proposal on the ability of the bidder to deliver the services set forth in the RFP. The bidder will be evaluated on the following 100-point scale.

- Firm's ability to conduct a review of an ASTM Phase I Environmental Review (Maximum score 10 points.)
- Firm's ability to conduct a review of an MP-1 review, (Maximum score 10 points)
- Firm's ability to conduct reviews of components of environmental assessments, (refer to page 12-13) (5 points per component, 50 points maximum.)
- Staff experience and time dedication to the proposed work. (Maximum score 10 points.)
- Cost effectiveness of proposal will be considered in conjunction with the overall substance of the response. (Maximum Score 10 points.)
- Ability to meet workflow and provide good customer service. (Maximum score 5 points.)
- Overall quality of the proposal, neat, and organized. (Maximum 5 points.)

Section 5 – Preparing and Submitting the Proposal

5.0 Proposals, Organization, and Format

OHFA requires the applicant to submit their response on the following manner:

- a) Proposals will be scanned and stored on a CD-R in the PDF format. Applicants may require to use two CD's if needed.
- b) Proposals will be a series of PDF files labeled in accordance with the Guide provided in this RFP.

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

5.1 Submitting the Proposal

- a) 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 titled "Exemptions to the Public Records Law". (Refer to the attached index page.)

- b) 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.
- c) 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.
- d) OHFA shall not contribute in any way to recovering the cost of proposal preparation.
- e) If during the evaluation process it becomes necessary to make further distinctions between certain applicants, OHFA may be permitted to request certain applicants make oral presentations to OHFA staff members, and/or OHFA Review Committee.
- f) 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.
- g) Proposals received prior to the due date shall remain sealed until the posted due date.

Exhibit A

Contract for Services

Environmental Review Consultant

Agreement for Services
OHTF FY 2008 and 2009

AGREEMENT FOR SERVICES

This Agreement For Services (the "Agreement") is made and entered into by and between the **Ohio Housing Finance Agency** (hereinafter referred to as the "Sponsor"), and *****, (hereinafter referred to as the "Contractor"). This Agreement shall have the following ODOT Agreement Control Number of _____.

STATEMENT OF THE AGREEMENT

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

1. **Statement of Work.** The Contractor shall undertake the work and activities set forth in Exhibit 1, "Scope of Work", which is attached hereto, made a part hereof, and incorporated herein by reference as if fully rewritten herein. The Contractor shall consult with the personnel of the Sponsor and with other appropriate persons, agencies, or instrumentalities as necessary to ensure a complete understanding of the work and satisfactory completion thereof.

2. **Sponsor's Instructions.** The Sponsor may, from time to time as it deems appropriate and necessary, communicate specific instructions and requests to the Contractor concerning the performance of the work described in this Agreement. Upon such notice and within a reasonable time, the Contractor shall comply with such instructions and fulfill such requests to the satisfaction of the Sponsor. 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. However, they are not intended to amend or alter the terms of this Agreement or any part thereof.

3. **Time of Performance.** This Agreement shall be binding upon both parties, and the work described in this Agreement shall commence on *****, and all activities under this Agreement shall be completed not later than *****, the date that this Agreement expires.

4. **Compensation.** In consideration of the promises of the Contractor herein, the Sponsor agrees to pay Contractor at the rates set forth in Exhibit 1 on a reimbursement basis upon Sponsor's receipt and approval of proper invoices. Contractor shall not be compensated for services rendered hereunder except as expressly set forth herein. The total compensation to be paid to the Contractor under this Agreement shall not exceed *****.

5. **Proper Invoicing Method.** The Contractor shall be required to submit proper invoices that are itemized and show all of the following:

- a). Delivery of the commodity or performance of the service described in Exhibit 1;
- b). Date or dates of the purchase or rendering of the service;
- c). An itemization of the things or service done, the material supplied or the labor furnished; and
- d). The sum due pursuant to that invoice in relation to the total compensation owed under the Agreement.

The adequacy and sufficiency of such invoices shall be determined solely by the Sponsor. If the 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 the Contractor. Costs incurred by Contractor which are associated with providing the required additional information or documentation and costs which are related to defending an inadequate or insufficient invoice shall not be charged to

the Sponsor and shall not be considered an allowable expense under this Agreement. Failure to comply with this section shall delay payment to the Contractor under this Agreement.

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

7. Travel Expenses. If contemplated under this Agreement, the Contractor, its employees or agents, shall be reimbursed for travel expenses in amounts not to exceed the maximum rates as set forth in Ohio Administrative Code Section 126-1-02, as updated from time to time.

8. Conflict of Interest. No personnel of the Contractor, any subcontractor of the Contractor, public official, employee or member of the governing body of the particular locality where this Agreement shall be completed, who exercises any functions or responsibilities in connection with the review or approval of the work completed under this Agreement, shall prior to the completion of said 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 person who, prior to or after the execution of this Agreement, acquires any personal interest, involuntarily or voluntarily, shall immediately disclose his interest to the Sponsor in writing. Thereafter, he shall not participate in any action affecting the work under this Agreement unless the Sponsor determines that, in light of the personal interest disclosed, his participation in any such action would not be contrary to the public interest.

The Consultant will refrain from conducting Phase I, II, or III reports for any projects on which an environmental review will be conducted. Further, the Consultant cannot enter into additional contracts with the Ohio Department of Development to conduct environmental reviews for any programs funded with either HOME or Ohio Housing Trust Fund monies.

9. Rights in Data and Information and Copyright. The Sponsor and any person, agency, or instrumentality providing financial assistance to the work contemplated herein as determined by the Sponsor, shall have unrestricted authority to reproduce, distribute, and use any submitted report, data, or material produced in whole or in part under the terms of this Agreement. No report, document, or other material produced in whole or in part with the funds provided to the Contractor under this Agreement shall be subject to copyright in the United States or any other country. The Contractor shall not include in the data any copyrighted matter without the written approval of the Sponsor, unless the Contractor provides the Sponsor and any person, agency, or instrumentality providing financial assistance to the work hereunder, with the written permission of the copyright owner to use such copyrighted material in the manner provided herein. Neither the Contractor nor any of the Contractor's employees shall make a disclosure for the purpose of securing a patent in the United States or any other country on any equipment or process developed or discovered in the course of, or as a result of, the work contemplated herein unless such disclosure shall have first been approved in writing by the Sponsor. In the event that such patent is obtained, the Contractor shall, at the request of the Sponsor, provide the Sponsor with the written authorization for the Sponsor and any person, agency, or instrumentality contributing financial support to the work contemplated hereunder to make use of the subject of the said patent disclosure without payment therefor.

10. Equal Employment Opportunity. During the term of the Agreement, the Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, or Vietnam-era veteran status ("Protected Status"). The Contractor will ensure that applicants for employment and employees are treated without regard to their Protected Status. The Contractor also agrees to post notices with the provisions of this section in conspicuous places that are available to employees and applicants for employment and to state in all solicitations and advertisements for employees that it is an equal opportunity employer.

11. Termination. If it appears to the Sponsor that the Contractor has failed to perform satisfactorily any requirements of this Agreement, or if the Contractor is in violation of any provision of this Agreement, or upon just cause, the Sponsor may:

- a). Terminate the Agreement after providing the Contractor with written notice, in accordance with the notice provisions of this Agreement, of its failure to perform satisfactorily any requirement of this

Agreement, (the "Notice") which shall provide the Contractor with a thirty (30) day period to cure any and all defaults under this Agreement; or

b). Immediately terminate the Agreement, if Sponsor determines that the violation is not of such type that is curable.

During the thirty-day cure period, the Contractor shall incur only those obligations or expenditures which are necessary to enable the Contractor to continue its operation and achieve compliance as set forth in the Notice. If it is determined that the Contractor cannot cure its default, Contractor shall immediately cease work under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize costs, and the Contractor shall provide a report, as of the date of receipt of the Notice, setting forth the status of the work completed, the cost of the work completed and such other information as the Sponsor shall deem pertinent. Grounds for termination include, but are not limited by, outstanding liabilities and/or the falsification of information.

12. Effects of Termination. Within sixty (60) days after termination of this Agreement, the Contractor shall surrender all reports, documents, and other materials assembled and prepared pursuant to this Agreement which shall become the property of the Sponsor. Upon surrender of such material, the Contractor shall receive compensation for all activities satisfactorily performed prior to the effective date of termination.

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

14. Indemnification. Contractor agrees to defend and save the Sponsor harmless from any and all liabilities or claims caused by or resulting from Contractor's obligations or activities in furtherance of the work described in this Agreement. Contractor will reimburse the Sponsor for any judgments that may be obtained against the Sponsor resulting from the work hereunder or the use of any work product of the Contractor, including judgments for infringement of patent or copyright rights.

15. Ohio Ethics Laws. The Contractor affirms that it is not in violation of Ohio Revised Code §102.04, as that section is applicable to this Agreement and the Contractor.

16. Ohio Elections Law. The Contractor affirms that, as applicable to the Sponsor, no party listed in Division (I) or (J) of Section 3517.13 of the Ohio Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to his campaign committees.

17. Unresolved Finding of Recovery. The Contractor affirms that it is not in violation of ORC Section 9.24, which prohibits a state agency from using state funds to contract with someone who is subject to an unresolved finding of recovery owed to the State of Ohio.

18. Drug-Free Workplace Compliance. In the event that work performed pursuant to the terms of this Agreement will be done while on state property, the 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.

19. Record Maintenance. The Contractor shall establish and maintain for at least three (3) years from the termination of this Agreement such records as are required by the Sponsor, including, but not limited to, financial reports, intake and participant information, and all other relevant information. All records shall be kept in a manner consistent with generally accepted accounting principles. The parties further agree that records required by the Sponsor with respect to any questioned costs, audit disallowances, litigation or dispute between the Sponsor and the Contractor shall be maintained for the time needed for the resolution of said question and that in the event of early termination of this Agreement, or if for any other reason the Sponsor shall require a review of the records related to the work contemplated hereunder, the Sponsor shall, at its own cost and expense, segregate all such records related to the work described herein from its other records of operation.

20. Audits and Inspections. At any time during normal business hours and as often as the Sponsor may deem necessary and in such a manner as not to interfere with the normal business operations, the Contractor shall make available to the Sponsor, for examination, and to appropriate state agencies or officials, all of its records with respect to matters covered by this Agreement including, but not limited to, records of personnel and conditions of employment and shall permit the Sponsor to audit, examine and make excerpts or transcripts from such records.

21. Related Contracts. The Contractor shall not enter into any contract involving objectives or work of any kind which is substantially similar to the objectives or work contemplated by this Agreement, or anything which would be in conflict with this Agreement, without obtaining the advance written approval of the Sponsor as to the substance and form thereof. The foregoing shall not be interpreted to limit the right of the Contractor to enter into subcontracts without the Sponsor's approval for the purchase of articles, supplies, components, or special mechanical services which do not involve work of the kind contemplated by this Agreement but which are required for the satisfactory completion of this Agreement.

22. Adherence to State and Federal Laws, Regulations. The Contractor agrees to comply with all applicable federal, state, and local laws in the conduct of the work hereunder. Contractor 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 the Contractor on the performance of the work authorized by this Agreement.

23. Miscellaneous.

a). Governing Law. This Agreement shall be governed by the laws of the State of Ohio as to all matters, including but not limited to matters of validity, construction, effect and performance.

b). Forum and Venue. All actions regarding this Agreement shall 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 shall 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, such provision shall be ineffective only to the extent of such prohibition or invalidity, 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 shall be in writing and shall 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 hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

1). In case of the Sponsor, to:

Ohio Housing Finance Agency
57 E. Main Street
Columbus, Ohio 43215-5135
Attn: Executive Director

2). In case of the Contractor, to:

***** Environmental, Inc.

FTI Number:

f). Amendments or Modifications. Either party may at any time during the term of this Agreement request amendments or modifications. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. Should the parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.

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

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

i). Assignment. Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned or subcontracted by the Contractor without the prior express written consent of the Sponsor.

24. Certification of Funds. It is expressly understood by the parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either party until all applicable statutory provisions of the Ohio Revised Code, including but not limited to section 126.07, have been complied with and until such time as all necessary funds have been made available and are forthcoming from the appropriate state agencies.

IN WITNESS WHEREOF, the parties have executed this Agreement For Services on the day and year as set forth below.

CONTRACTOR:

SPONSOR:

***** Environmental, Inc.

Ohio Housing Finance Agency

By: _____

By: _____

Title: _____

Date: _____

Date: _____

Exhibit B

PROPOSAL GUIDE

Applicants should submit the following items as separate PDF files on the CD-R(s). Each PDF file should be labeled exactly as listed below PROPOSAL INDEX

<u>Item</u>	<u>RFP Reference</u>
Description of Firms Experience	3.0 – a
List of Disciplines	3.0 – b
Copy of Applicable Previous Work	3.0 – c
List of Clients/References	3.0 – d
List of any other State Contracts	3.0 – e
Organizational/Task Description	3.0 – f
Base Cost – Single Site	3.0 – g
Schedule of Cost for Total Scope of Work	3.0 – h
Total Number of Employees	3.0 – i
Use of Subcontractors	3.0 – j
Subcontractor Info	3.0 – k
Governor’s Campaign Contribution	3.0 – l
Exemptions to the Public Record Law	5.1 – a
Completed W9	

(EXHIBIT C)

MP-1 SCOPE OF WORK

This document provides guidelines for performing Mini-Phase I Environmental Site Assessments (MP-1). These guidelines were specifically designed for use in screening properties for potential environmental risks. The MP-1 is not a substitute for a Phase I Environmental Site Assessment.

Site Inspection

Personnel should visit the site and complete the MP-1 as provided in Attachment 1. It is not required that the checklist be typed prior to submittal. However, the MP-1 must be legible. All questions should be answered as completely as possible. If personnel determine that a cover letter is a suitable means to convey information, then a cover letter should be attached to the MP-1.

Interview

Personnel are required to interview a key site contact. The key site contact may be the current owner or other person knowledgeable of the site operations and site history. The realtor or borrower (unless the borrower is the current owner) do not qualify as key site contact. The information obtained from the interview should be verified to the extent practicable during the site inspection and incorporated into the MP-1.

Photographs

At a minimum, please provide the photographs listed below. Photographs of any potential environmental concerns are also required. A minimum of 16 photographs is acceptable; however, please submit additional photographs as necessary.

- Front, rear, and side views of the site,
- Interior of all the buildings on site (must photograph each room), and
- Adjacent properties, as visible from the site boundaries or other publicly accessible areas.
- Notable site observations.

Database Report

A third party environmental database report from an approved firm, such as the Environmental Data Resources, Inc. (EDR) Transaction Screen Map Report with GeoCheck (or equivalent), must be ordered and submitted with the completed with the MP-1.

Historical Source

Two sources of historical data are required. Personnel should choose the best available historical source(s) to assist in evaluating the historical uses of the site. Typical sources include aerial photographs, fire insurance maps, and city directories. Please provide a written summary of the findings in a cover letter and copies of the source material as an attachment.

Environmental Questionnaire

The questionnaire is to be completed at the site therefore; handwritten, yet legible, submittals are anticipated. Please attach site photographs and historical source information to this questionnaire.

Executive Summary

Based on the findings of this MP-1, concerns were identified at this site based on

Site Contact Interview Information	☐ Yes	☐ No
Site Reconnaissance and Observations	☐ Yes	☐ No
Historical Information	☐ Yes	☐ No
Database Report	☐ Yes	☐ No
Additional investigation is warranted for this site	☐ Yes	☐ No
If yes, please explain in a cover letter.		

Sponsor's Information

Sponsor's Name: _____

Sponsor Phone Number: _____

Project Information

Site Name: _____

Site Location: _____

Project Number: _____

Inspection Date: _____

To be completed by CONSULTANT Environmental, Inc.

☐ No additional actions are required prior to loan closing.

☐ Additional actions are required prior to loan closing.

Authorized CONSULTANT Signature

Date

The following section should be completed based on your interview with the site contact. If your site observations indicate something different than the site contact's answer(s), please describe the difference.

Site Contact Interview	
What is the name of the person interviewed? What is their relationship to the property (owner, tenant, purchaser, employee)? Number of years familiar with the property?	Explain:
Name of the current site owner (if different than above)?	Explain:
What is the name and operations of the current site occupant?	Explain:
How many buildings are onsite and what are the approximate sizes?	Explain:
What is the date(s) of construction for the site building(s)? What are the dates of any substantial additions or renovations?	Explain:
Who previously owned the site?	Explain:
What were the previous uses of the site?	Explain:
Does the site contact have knowledge of spills or leaks at the site (including releases from ASTs, USTs, or drums)?	☐ Yes ☐ No; If Yes, then explain.
Has a septic system or water well ever been used at the site?	☐ Yes ☐ No; If Yes, then explain.
Have the site operations ever generated regulated or hazardous waste?	☐ Yes ☐ No; If Yes, then explain.
Has any public agency ever investigated or cited operators of the site for violation or possible violation of any environmental law?	☐ Yes ☐ No; If Yes, then explain.
Have any environmental investigations (soil, sediment, groundwater, etc.) ever been performed at the site	☐ Yes ☐ No;
Has an environmental cleanup or remediation ever occurred at the site or on any adjacent properties? ,	☐ Yes ☐ No;
Has the site ever suffered damage from a fire or flood?	☐ Yes ☐ No; If Yes, describe the date and nature of the damage.

What are the current uses of the adjacent properties?	North: South: East: West:
Please describe any known prior uses of the adjacent properties.	North: South: East: West:
Have any landfilling or dumping activities occurred on the site or on any adjacent properties?	☐ Yes ☐ No; If Yes, then explain.

The following questions should be answered based on the visual observations of the inspector.

Site Observations	
Describe the current site operations.	
Are floor drains and/or sumps present in any of the buildings?	☐ Yes ☐ No;
What is the discharge point of the floor drain/sump (if present)?	Explain:
What utilities currently service the site? When were they originally connected?	Electric: Gas: Heating Oil: Sanitary Sewer: Storm Sewer:
Are any large "wet" electrical transformers located on the site? Who owns the transformers?	☐ Yes ☐ No; If yes, please note location on Site Plan and explain
Is there any physical evidence of a septic system or well at the site?	☐ Yes ☐ No; If Yes, then explain. .
Are there any industrial discharges to the septic system, if present?	☐ Yes ☐ No; If Yes, then explain.
Are any oil/water separators, wastewater treatment plants or sub-grade features present at the site?	☐ Yes ☐ No; If yes, please note location on Site Plan and explain.
Are any surface impoundments or detention ponds located onsite?	☐ Yes ☐ No; If Yes, please note location on Site Plan and explain.
Storage Tanks and Drums	
Are there any aboveground or underground tanks,	☐ Yes ☐ No; If Yes, please note the location of

present at the site?	the tanks on the Site Plan and complete table below.
Are there currently any regulated or non-regulated chemicals or substances store on the site in drums, containers, or otherwise?	☐ Yes ☐ No; If Yes, then explain.

#	Type UST, AST, drum	Size (gallons)	Contents	Location Note on the Site Plan	Status Active (upgraded?), Abandoned, Removed	Comments Secondary containment? Tightness testing results? Inventory Records?
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

Please provide CONSULTANT with a copy of the most recent test results, if available.	
Did you notice any physical evidence of leaks or spills, such as signs of stressed vegetation or surface stains not explained by the site contact?	☐ Yes ☐ No; If Yes, then explain.
Asbestos, Waste Disposal, Mold	
For buildings constructed prior to 1980, are any of the following building materials present? Acoustic (popcorn) spray applied texture, spray-applied fireproofing or insulation, and pipe insulation.	☐ Yes ☐ No; If yes, please note location, approximate quantity and condition.
If asbestos-containing materials have been identified at the site, is an Asbestos Operations and Maintenance Program (O&M) in place? Please verify the O&M plan is in place.	☐ Yes ☐ No; If Yes, then explain. None identified
Is the site a generator of special or regulated wastes?	Explain: No
Is there any visual evidence of potential mold impacts to the building interior?	☐ Yes ☐ No; If Yes, then explain.