Exhibit A – Letter of Transmittal

Note: Submit the following on your firm's letterhead

Letter of Transmittal

Ohio Housing Finance Agency
Attn: Janice Wildermuth, Purchasing Supervisor
Media Services – RFP Request
2600 Corporate Exchange Dr., Suite 300
Columbus, Ohio 43231

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 Media Services to OHFA for the period of February 2, 2026 to June 30, 2026 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 email address and telephone number: _____.

Respectfully,

_____ (signature)
Authorized Officer of Firm
Printed Name and Title
Email Address
Phone Number

EXHIBIT B
STATE OF OHIO
OHIO HOUSING FINANCE AGENCY

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 "OHFA"), and _____ (hereinafter referred to as "Contractor"). OHFA and Contractor may be collectively referred to in this Agreement as the "Parties".

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 as set forth in Exhibit I, "Scope of Work", attached hereto and incorporated herein by reference. Contractor will consult with OHFA'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. **OHFA's Instructions**. OHFA 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 OHFA'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 OHFA 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. OHFA 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 August 1, 2025 and all activities under this Agreement will be completed not later than June 30, 2026 on which date this Agreement will expire. OHFA and Contractor will mutually agree on priority and timing of execution of the services. In addition, if the Contractor and OHFA 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 Order 2019 12D 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 Order is available at the following website:
        i. https://governor.ohio.gov/wps/portal/gov/governor/media/executive-orders/2019-12d

ii. 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 OHFA 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, OHFA agrees to pay Contractor at the rates set forth in Exhibit I on a reimbursement basis upon OHFA`s receipt and approval of proper invoices as more fully stated in section 5 of this Agreement. Section 126.30 of the Ohio Revised Code applies to this Agreement and requires payment of interest on overdue payments for all proper invoices. The interest charge shall be at a rate per calendar month which equals one-twelfth of the rate per annum prescribed by Section 5703.47 of the Ohio Revised Code. 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 _____ Dollars ($_____). 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 OHFA 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.

A. Proper Invoicing Method. Contractor must submit proper invoices that are itemized and clearly include all of the following:
   i. Contractor's legal name, street address, email, phone number and (if applicable) fax number;
   ii. OHFA contact information including email address;
   iii. Invoice sent date and due date;
   iv. P.O. number or contract number;
   v. Invoice number;
   vi. Terms of payment;
   vii. Delivery of the commodity or performance of the service described in Exhibit I;
   viii. Date or dates of the purchase or rendering of the service;
   ix. 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
   x. The sum due pursuant to that invoice in relation to the total compensation owed under the Agreement.

B. The adequacy and sufficiency of Contractor's invoices will be determined solely by OHFA. If OHFA 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 OHFA 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.

C. 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.

5. **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. OHFA 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 OHFA, 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 OHFA 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.

6. **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 OHFA's written permission to do so. The Contractor must assume that all OHFA 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.

B. 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 OHFA, 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 OHFA; or
   vi. Is released in accordance with a valid order of a court or governmental agency, provided that the Contractor:
      a. Notifies OHFA of such order immediately upon receipt of the order; and
      b. 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.

C. 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.

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

E. The Contractor will be liable for the disclosure of any confidential information. The Parties agree that the disclosure of confidential information originating from OHFA may cause OHFA 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, OHFA 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.

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

G. Public Records And Retention Of Documents And Information. The Contractor acknowledges that this Agreement, as well as any information, Deliverables (as such term is defined in Exhibit I), 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 OHFA 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 OHFA to preserve or provide documents and information, in both electronic and paper form, and to suspend any scheduled destruction of such documents and information.

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

7. **Termination.**

A. Termination for Convenience: OHFA 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 OHFA 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 OHFA 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. OHFA 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. OHFA 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 OHFA 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 or 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 OHFA's sole opinion, Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under this Agreement.

C. OHFA, 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 OHFA may not exceed 21 calendar days. During the cure period, OHFA may buy substitute services from a third party and recover from the Contractor any costs associated with acquiring those substitute services. Notwithstanding OHFA permitting a period of time to cure the breach or the Contractor's cure of the breach, OHFA does not waive any of its rights and remedies provided to OHFA 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.

D. OHFA 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 OHFA if it or any of its subcontractors cause a Termination for Breach to occur. OHFA 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. OHFA 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.

E. Termination for Just Cause. OHFA 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 OHFA 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.

F. 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.

G. Costs Associated with Termination for Cause.
   i. OHFA 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 OHFA determines that actual and direct damages are uncertain or difficult to ascertain, OHFA in its sole discretion may recover a payment of liquidated damages in the amount of one percent of the value of the Agreement.

8. **Certification of Funds.** It is expressly understood by OHFA 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(c).

9. **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.

10. **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.

11. **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 OHFA of any of its rights hereunder.

12. **Indemnification.** The Contractor agrees to indemnify and to hold OHFA 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 OHFA 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 OHFA and the State of Ohio against any claims.

13. **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 taken and will not take any action inconsistent with those laws, as any of them may be amended or supplemented from time to time.

14. **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.

15. **Adherence to State and Federal Laws, Regulations**. 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 OHFA 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. OHFA is exempt from federal, state and local taxes and will not be liable for any taxes under this Agreement.

16. **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 OHFA 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.

17. **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 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 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 OHFA in writing. Thereafter, the affected person will not participate in any action affecting the work under this Agreement unless OHFA determines that, in light of the personal interest disclosed, their participation in that action would not be contrary to the public interest.

18. **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.

    A. If OHFA 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:
        i. Promptly notify the other party, in writing, of any material delay in performance due to a specified force majeure event;
        ii. Provide detailed information of the force majeure event;
        iii. 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.

19. **Prohibition Of The Expenditure Of Public Funds For Offshore Services.** No State Cabinet Agency, Board or Commission will enter into any contract to purchase services provided outside of the United States or that allows State Data to be sent, taken, accessed, tested, maintained, backed-up, stored, or made available remotely outside (located) of the United States, unless a duly signed waiver from the State has been attained. Notwithstanding any other terms of this Agreement, OHFA reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. OHFA does not waive any other rights and remedies provided to OHFA in the Agreement.

    Further, no State agency, board, commission, State educational institution, or pension fund will make any purchase from or investment in any Russian institution or company. Notwithstanding any other terms of this Agreement, OHFA reserves the right to recover any funds paid to Contractor for purchases or investments in a Russian institution or company in violation of this paragraph. The provisions of this paragraph will expire when the applicable Executive Order is no longer effective.

    The Contractor must complete the Contractor/Subcontractor Affirmation and Disclosure Form affirming the Contractor understands and will meet the requirements of the above prohibition. During the performance of this Contract, if the Contractor changes the location(s) disclosed on the Affirmation and Disclosure Form, Contractor must complete and submit a revised Affirmation and Disclosure Form reflecting such changes.

20. **State Data shall mean the following:** All data and information provided by, created by, created for, or related to the activities of the State and any information from, to, or related to all persons that conduct business or personal activities with the State, including, but not limited to Sensitive Data. Sensitive Data means any type of data that presents a high or moderate degree of risk if released, disclosed, modified or deleted or disclosed without authorization. Sensitive Data includes, but is not limited to:

A. Certain types of personally identifiable information (PII) that is also sensitive, such as medical information, social security numbers, and financial account numbers;

B. Federal Tax Information (FTI) under IRS Publication 1075;

C. Protected Health Information (PHI) under the Health Insurance Portability and Accountability Act (HIPAA);

D. Criminal Justice Information (CJI) under the Federal Bureau of Investigation's Criminal Justice Information Services (CJIS) Security Policy and the Law Enforcement Automated Data System (LEADS) Policy; and

E. Other types of information not associated with an individual such as security and infrastructure records, trade secrets, and business bank account information.

21. **Subcontracting:** OHFA recognizes that it may be necessary for the Contractor to use a subcontractor to perform a portion of the work under the Agreement. In those circumstances, the Contractor shall submit a list identifying the Contractor's subcontractors. The Contractor may not enter into subcontracts related to the Agreement after award without written approval from OHFA. If any change occurs during the term of the Agreement, that requires a change to identified subcontractors, the Contractor shall amend its list of subcontractors and request written approval from OHFA. OHFA reserves the right to reject any subcontractor submitted by the Contractor.

    All subcontracts will be at the sole expense of the Contractor and the Contractor will be solely responsible for payment of its subcontractors. The Contractor assumes responsibility for all sub- contracting and third- party manufacturer work performed or product delivered under the Agreement. All agreements with subcontractors must incorporate this Agreement by reference and include the following provisions: (1) the subcontractor agrees to be bound by all applicable terms and conditions of this Agreement; and (2) the terms of this Agreement prevail over any conflicting terms of the agreement with the subcontractor. The Contractor will be the sole point of contact with regard to all contractual matters

22. **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, including the RFP and Scope of Work, 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 OHFA, to:
Ohio Housing Finance Agency
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 OHFA's prior express written consent. Any assignment or delegation without OHFA's prior express consent, is voidable by OHFA.

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. 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. This Agreement may be simultaneously executed in any number of counterparts, each of which is an original and all of which constitute but one and the same instrument.

L. Taxes: OHFA 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
INSERT NAME:

_____

Title: _____

Date:_____

State of Ohio
Ohio Housing Finance Agency:

_____

Title: _____

Date:_____

Exhibit I
Scope of Work & Compensation

I