



Request for Proposals

Construction Site Visits & Monitoring Services

Issuance Date: March 19, 2024

Proposals must be submitted no later than 5:00 p.m. (EDT) on April 26, 2024.

Submit to:

Ohio Housing Finance Agency

Janice Wildermuth, Purchasing Supervisor

FinRFP@ohiohome.org

Table of Contents

1. 1. Guidelines for Request for Proposals.....	4
1.1 Introduction.....	4
1.2 Timeline.....	4
1.3 Submission of Written Questions.....	5
1.4 Communication Regarding RFP Prohibited.....	5
1.5 Submission of Proposals.....	5
1.6 Right to Request Additional Information.....	5
1.7 Right to Reject Proposals and Cancel RFP.....	5
1.8 Agreement for Services.....	5
2. General Policies.....	6
2.1 OHFA Construction Monitoring Overview.....	6
<i>OHFA Responsibilities:</i>	6
<i>Project Development Team Responsibilities:</i>	6
<i>Consultant Responsibilities:</i>	7
2.2 Conflict of Interest.....	7
2.3 Timeliness and Number of Projects.....	7
2.4 Reporting.....	8
3. Scope of Services.....	8
3.1 Services:.....	8
3.2 Milestone Visits:.....	9
3.3 Supplemental/Follow-up Visits:.....	12
3.4 Pre-construction Visits:.....	13
3.5 HDAP Construction Status Visits:.....	15
3.6 Davis-Bacon Interviews:.....	16
4. Proposal Requirements.....	16
4.1 Description of Firm.....	16
4.2 Description of Services and Expertise.....	17
4.3 Work Samples.....	17
4.4 Current Clients.....	17
4.5 References.....	17
4.6 Approach.....	17
4.7 Cost Proposal.....	18
4.8 Litigation, Administrative Proceedings, Investigations.....	18
5. Submission Requirements.....	19
5.1 Organization and Format.....	19
5.2 Submitting the Proposal.....	19
6. Evaluation Process.....	20
6.1 Evaluation of Minimum Requirements.....	20
6.2 Evaluation Criteria.....	20
Exhibit A - Sample Agreement for Services.....	21
Exhibit B - Summary of Projects.....	31

Summary of Projects by Funding Year31
Projects by County/Region31
Exhibit C – Construction Monitoring Checklist34
Exhibit D – Construction Monitoring Report.....36
Exhibit E – Pre-Construction Form Templates38
Exhibit F – Davis-Bacon Form Templates41
 HUD-11 Record of Employee Interview:.....41
 Davis-Bacon Checklist:.....41
Exhibit G – Cost Estimate Fee Template42
Exhibit H – Transmittal Letter43

1. Guidelines for Request for Proposals

1.1 Introduction

The Ohio Housing Finance Agency (OHFA) requires construction monitoring for all developments awarded multifamily financing. These funding sources include:

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

OHFA is seeking a combined Qualification Statement and a Proposal to Perform Services from qualified independent firms (Consultant(s)) to conduct site visits and construction monitoring for LIHTC, HOME, HOME-ARP, CDBG-DR, FHA Risk Share, NHTF, 811 PRA, and OHTF-funded projects in accordance with required application criteria, and applicable federal and state accessibility laws and regulations, including standards and practices for project monitoring and review as specified in this Request for Proposal (RFP). These reports will be submitted to OHFA based on the funding source and funding year. The contract for construction monitoring services will begin no later than **June 1, 2024, and end May 31, 2026** (Contract Term) with up to 2 years of extensions based on the progress of projects. Based on the proposals received, OHFA may award more than one contract to fulfill the scope of work outlined in this RFP.

The selected Consultant(s) will conduct site visits to monitor construction progress and compliance with requirements. This will require the Consultant(s) to communicate directly with the Project Development Team (and at times directly with the consultant(s) hired by the Project Development Team), conduct site visits, report on progress, and communicate issues found to OHFA and the Project Development Team. Other federal, state, and local authorities may also need to be contacted by the Consultant(s) staff (i.e., historical society, HUD, etc.).

1.2 Timeline

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

Event	Date
RFP Issuance Date	Tuesday, March 19, 2024
Written questions from applicants	Friday, April 5, 2024 - 5:00 PM EDT
Responses to applicant questions	Friday, April 12, 2024 - 5:00 PM EDT
Proposals Due	Friday, April 26, 2024 - 5:00 PM EDT
Respondent Interviews, if required	Wednesday, May 1, 2024 – May 2, 2024
Selection(s) Confirmed by OHFA Board	Wednesday, May 15, 2024
Start Date of Services	Wednesday, June 1, 2024

The above schedule is subject to change upon notification on OHFA’s www.ohiohome.org.

1.3 Submission of Written Questions

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

All written questions or inquiries are due by 5:00pm (EDT) on Friday, April 5, 2024. See the Schedule of Events above for more details. OHFA expects to respond to all questions and inquiries by 5:00 p.m. on Friday, April 12, 2024 .

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 www.ohiohome.org.

1.4 Communication Regarding RFP Prohibited

All communication from potential applicants regarding this RFP to OHFA staff and/or OHFA Board members is prohibited throughout the RFP process until the engagement is approved by the OHFA Board.

1.5 Submission of Proposals

Proposals received after the specified date and time will not be eligible for consideration. Any applicant who wishes to confirm receipt of their proposal may contact OHFA by email to FinRFP@ohiohome.org (Subject: Construction Monitoring Services RFP). OHFA will respond by email with confirmation of receipt of the proposal.

An electronic copy of the written proposal must be sent to FinRFP@ohiohome.org by 5:00 pm (EST), April 26, 2024. This copy is to be submitted in portable document format (pdf). No paper submissions are needed, nor should they be submitted.

1.6 Right to Request Additional Information

OHFA reserves the right to request any additional information to assist in the review process.

1.7 Right to Reject Proposals and Cancel RFP

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

In connection with this RFP, OHFA reserves the right to waive any technicalities and make any award(s) that is determined to be in the Agency's best interests.

1.8 Agreement for Services

The firm selected to provide the services described in this RFP is expected to sign the sample agreement (Exhibit A) for services covering the scope and terms of this RFP. Not agreeing to OHFA's terms may be a basis for rejection of selection or response to this RFP. 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.

2. General Policies

2.1 OHFA Construction Monitoring Overview

OHFA Responsibilities:

The OHFA Project Administration team ensures construction progresses according to schedule and the recipient fulfills all terms of the funding agreements and related policies. OHFA Staff will conduct periodic site visits during construction to provide technical assistance, verify the project is on schedule to meet required deadlines, and to ensure requirements of the various funding sources are being met based on the Architectural Approval for the project and Design and Architectural Standards (DAS) the project was awarded under. Staff may provide suggestions for best practices where a concern is flagged which is not specifically addressed by the DAS or Architectural Approval.

For projects utilizing Housing Development Assistance Program (HDAP) funds, OHFA staff will also review construction costs, progress, third-party inspection reports and change orders as part of each request for funds. OHFA may request copies of change orders if additional information is needed to verify project costs or to verify commitments made by the recipient during the application process will still be met.

Project Development Team Responsibilities:

Notification of Construction Start

Projects must notify OHFA when construction begins and should invite an OHFA Project Administration Staff to any pre-construction meetings, if held. Regular communication with the Project Administration team ensures projects meet all the necessary requirements and are completed on time.

Change Orders

Additionally, for all OHFA projects, OHFA requires the submission of change orders for any major building systems which do not have a substantially similar material or solution.

Examples of change orders that should be submitted include but are not limited to: 1) durability of materials, 2) changes in or removal of features, e.g. fences, pools, community rooms/buildings, accessibility features, 3) loss or moving of units between buildings, 4) changes in programmatic space, 5) substantial changes in costs including, cost changes of 20% or greater, use of contingency 10% or greater, cost savings of \$10,000 or more, and value engineering.

The development must notify OHFA of any substantial changes in plans, scope of work, or materials that are contemplated after submitting 80% plans and throughout construction of the project. This includes any damages, fires, or environmental issues which adversely impact the project, project completion or occupancy. Notifications must be made through the existing constructionmonitoring@ohiohome.org mailbox. When a change order is submitted it should include the related AIA G702 and AIA G703. OHFA staff will provide a response within two weeks.

Quarterly Construction Monitoring Reports

All developments utilizing LIHTC or HDAP funds are required to complete the **OHFA Quarterly Construction Monitoring Report** (QCM), available on the OHFA **Project Administration** webpage. The Report must be submitted quarterly beginning the first quarterly reporting period following either OHFA Board approval or actual construction start, whichever is earlier. Reports are due January 1, April 1, July 1, and October 1 of each year until the project is placed into service. OHFA reserves the right to suspend disbursement of funds if the Report is not submitted.

Davis-Bacon:

The Davis-Bacon and Related Acts requires contractors on federally funded or assisted contracts for construction or repair pay their laborers and mechanics no less than the locally prevailing wages and fringe benefits for corresponding work.

Consultant Responsibilities:

Must be familiar with Federal requirements, OHFA Design and Architectural Standards, Architectural Reviews, and construction monitoring.

Conduct inspection or visit required for milestone visits, supplemental or follow-up visits, pre-construction visits, draw visits, and Davis-Bacon interviews. Provide written report and photo documentation of for each visit completed. Consultants' proposal can be limited Scope of Services provides additional details of responsibilities.

Davis-Bacon Act:

OHFA ensures compliance with Davis-Bacon Act by comparing employee interviews and observations with certified payrolls. Consultant shall perform between two (2) and four (4) "Davis-Bacon" interviews at various stages of construction. Consultant may provide a proposal that does not include Davis-Bacon interviews.

2.2 Conflict of Interest

Due to the possible conflict of interest or perceived conflicts of interest, the awarded Consultant(s) will refrain from conducting field or draw reports for any projects for which OHFA construction monitoring will be conducted during the term of the Agreement entered into with the selected Consultant. As part of the response to this RFP, Consultants must represent, warrant and certify that it and its employees engaged in the administration or performance of the services described in this RFP are knowledgeable of and understand the Ohio Ethics and Conflict of Interest laws including but not limited to Chapter 102 and Sections 2921.42 and 2921.43 of the Ohio Revised Code. Consultant further represents, warrants, and certifies that neither Contractor nor any of its employees will do any act that is inconsistent with such laws or otherwise presents a conflict of interest.

2.3 Timeliness and Number of Projects

OHFA reserves the right to extend the contract period as needed based on project specific issues that may cause delays. Should funds not become available to OHFA for this purpose, OHFA reserves the right to limit the total number of reviews completed as appropriate.

OHFA expects all construction monitoring reports to be completed within 7 business days of the site visit. For recently funded projects (2023 and 2024), applications, construction drawings, and other project information will be forwarded to the Consultant(s) after notification of the LIHTC

equity or HDAP closing. Projects funded prior to 2023, will be distributed to the consultants selected within 30 days of the contract execution. The priority for review will be determined based on the progress of projects through construction, or as otherwise noted by OHFA.

See Exhibit B for an estimate of the number of projects being considered for the RFP. Proposals may cover particular portions of project identified.

2.4 Reporting

Consultant(s) will prepare and submit to OHFA construction monitoring report and checklists based on a template provided by OHFA, photographs, and when applicable Davis-Bacon interviews.

3. Scope of Services

3.1 Services:

- A. This document details the purpose, timing, level of inspection, sampling requirements, and report format OHFA's Multifamily Development Office Construction Monitoring.
- B. A scope of work is provided below for each type of inspection required for milestone visits, supplemental or follow-up visits, pre-construction visits, draw visits, and Davis-Bacon interviews.
- C. The Consultant will be required to render services in the area of construction monitoring at different times during the construction process:

Milestone Visits	25%, 50%, 75%, 100%*
Supplemental/Follow-up Visits	Upon OHFA's request
Pre-construction Visits	Upon OHFA's request
HDAP Construction Status Visits (<i>applicable projects only</i>)	Upon OHFA's request
Davis-Bacon (<i>applicable projects only</i>)	2 to 4 interviews

*100% construction complete; including punch list items.

- D. It is expected one Consultant will perform all inspections on each assigned project.
 - 1. See 4.7 Cost Proposal and Exhibit G – Cost Estimate Fee Template for details of expected fee structures.
- E. OHFA shall provide the Consultant with the following information after the execution of the Contract:
 - 1. Affordable Housing Funding Application (AHFA)
 - 2. Design and Construction Features Form
 - 3. Architectural Plan Review & Approvals (including conditional)
 - 4. Approved Exception Requests for design/materials, where applicable
 - 5. File correspondence, where pertinent
 - 6. Construction drawings (80% plan sets)
 - 7. Specifications
 - 8. Physical Needs Assessment/Scope of work narrative (rehab only)
 - 9. Quarterly Construction Monitoring summary (provided once a quarter)

- F. Consultant will be responsible for referencing appropriate OHFA guidelines for which the project was funded under:
1. Qualified Allocation Plan (LIHTC)
 2. BGF Guidelines (4% with gap financing)
 3. HDGF Guidelines (projects without LIHTC)
 4. Design and Architectural Standards
- G. Consultant will be responsible for obtaining the following information directly from the development team, as needed:
1. Project Schedule
 2. Schedule of Values
 3. Owner/contractor agreement

OHFA retains the right to request such information from the consultant.

3.2 Milestone Visits:

A. Purpose

1. OHFA monitors the construction of multifamily properties funded with LIHTC and other sources to verify the properties meet Program requirements with the goal of encouraging best practices in construction and identifying barriers to timely project completion.
2. The Milestone Visits will verify the progress of construction activities in accordance with OHFA timelines, OHFA Design and Architectural Standards, and OHFA Architectural Review/Approval.

B. Timing of Inspections

1. At least four inspections shall be conducted during the construction lifecycle. The first will be scheduled at 25% construction completion, the second will be scheduled at 50% construction completion, the third scheduled at 75% construction completion, and the last at 100% construction completion. It is the responsibility of the Consultant to contact the appropriate parties to schedule the quarterly inspections and request the needed documentation from the Owner to review before and after each site inspection. The consultant is responsible for coordinating with the Owner to ensure inspections are scheduled at the aforementioned completion benchmarks. The Consultant should review the following documentation and/or submissions listed below to optimize the collection of information for completing the monitoring checklist and report (Appendix C and D):
 - a. Change Orders
 - b. Most recent executed certified pay application
 - c. Revised/updated drawings and/or specifications

C. Scope of Services

1. Perform an independent on-site inspection to observe the status of the entire construction project. Each inspection must include a site walk of the entire project.

2. Inspection consultants will need to furnish their own computer and software to facilitate all inspections and deliver an acceptable inspection report to OHFA per Exhibit A of the RFP.
3. Unit sampling requirements are 20% of the total unit count with the following additions/inclusions: all vacant and down units, one unit in each building, one of each type of accessible units (where they exist), one of each unit configuration type, and all other community/common areas and maintenance spaces.
 - All accessible units (mobility and sensory) must be reviewed during a milestone visit, but not all are required to reviewed with each visit.
 - When possible different units should be selected with each visit.
 - In the event a sample size exceeds 20 units or is greater than 20% to cover all buildings, the consultant should contact OHFA to determine a reasonable sample size.
 - OHFA reserves the right to modify a sample size based on concerns or need.
4. Report submitted by email to OHFA within 48 hours of the completion of the inspection, if any issues or concerns are noted.
5. A copy of the completed on-site inspection should be submitted to OHFA within 7 business days of the completed inspection and formatted to include: a completed report form template (**Appendix D**) titled “monitoring report” with photographs included and a checklist (**Appendix C**) titled “monitoring checklist” combined in pdf format.
 - OHFA will provide samples of completed monitoring report and checklist to selected consultants.
6. Submit to OHFA electronically a folder of photographs taken on the site visit.
7. An electronic copy of the Report is required to be submitted to:
constructionmonitoring@ohiohome.org.

D. Report Format

1. Summary/Introduction
 - a. OHFA project number
 - b. Project name
 - c. Project address
 - d. Date of inspection
 - e. Name of inspector and inspection company
2. Site Observations:
 - a. Weather conditions under which the inspection was performed.
 - b. Name, title, and contact phone number of all personnel interviewed and/or contacted on the site.
 - c. Narrative regarding all work to date and work in progress on site including configurations of the buildings and units, amenities, condition of the property, and any other observations that may pertain to the property and conditions.

3. Progress:
 - a. Provide an approximate percentage of work complete.
 - b. Determine the General Contractor's projected completion date.
 - c. Provide an opinion of the likelihood of completing construction by the deadline set forth under the program.
4. Quality/Compliance:
 - a. Comment on the condition of the development as a whole and whether the project represents accepted standards of good workmanship.
 - b. Review the completed work, and ensure it is in compliance with all available project information including:
 - Plans and specifications
 - Physical needs assessment and work scope (if applicable)
 - AHFA
 - Quarterly Construction Monitoring Report
 - OHFA Architectural Requirements including the DAS, Architectural Review/Approval, etc.
 - c. Identify any discrepancies, deficiencies or problems including, but not limited to:
 - Poor workmanship
 - Substitutions in materials/components from original plans/scope of work
 - Health and life safety violations
 - Failure to meet the original work scope
 - Failure to meet OHFA Architectural Requirements
 - d. Accessibility compliance with regulations or building code violations are not specifically part of the scope of the inspections, however, glaring violations should be noted.
 - Note OHFA requirements include 504 design requirements on most projects.
5. Photographs: Provide enough photographs to provide a comprehensive picture of work to date on site for each milestone visit. A clear visual representation of the property is expected. Provide specific photographs of all discrepancies or deficiencies. There is no limit to the number of photographs to be attached to the report. Must include but not be limited to:
 - a. Site Sign (or other identification of the project name)
 - b. Drawing set in job trailer with OHFA review attached
 - c. Overall site and building(s) including all sides
 - d. Site Features (play area, picnic spaces, pool, etc.)
 - e. Building entries
 - f. Common areas, corridors, and stairwells
 - g. Roof & associated mechanical systems
 - h. Unit pictures
 - i. Include sampling of rooms

- j. Where applicable show documentation of OHFA requirements (504 features, roll-in showers with floor drains, gypsum board etc.)
- k. All ground level or basement mechanical rooms and spaces
- l. Any issues, concerns, or features needing highlighted

3.3 Supplemental/Follow-up Visits:

A. Purpose

1. OHFA may request additional visits to be completed by the selected consultants based on a variety of factors. The focus of the Supplemental Visits is to provide additional review of projects to ensure compliance requirements are met and identify barriers to timely project completion.

B. Timing of Inspections

1. Upon OHFA's request. Requests for Supplemental Visits will be provided to the consultant.
2. Based on need identified, supplemental visits may add additional visits to the construction lifecycle (e.g. monthly), or a supplemental visit may be requested to address specific concerns raised at a single point in time.

C. Scope of Services

1. Perform an independent on-site inspection to observe the status of the entire construction project. Each inspection must include a site walk of the entire project with a focus on progress reported in the draw packet.
2. Unit sampling should be based on the need identified. Consultant should work with OHFA staff to determine sampling required if it is not identified in the request.
3. Report by email to OHFA within 48 hours of the completion of the inspection, if any issues or concerns are noted.
4. A copy of the completed on-site inspection should be submitted to OHFA within seven calendar days of the completed inspection and formatted to include: a completed report form template (Appendix B) titled "construction monitoring report" with photographs included and a checklist (Appendix A) titled "construction monitoring checklist" combined in pdf format.
5. An electronic copy of the Report is required to be submitted to: **constructionmonitoring@ohiohome.org**.

D. Report Format

1. Same as format in section 3.2.
2. Photographs should display:
 - Documentation that addresses specific items or concerns identified by OHFA including any relevant repairs/remedies.
 - Work on pending items due to unacceptable repairs, delays, and/or outstanding items.

3.4 Pre-construction Visits:

A. Purpose

1. A Pre-Construction Visit will review compliance with OHFA requirements for site conditions or clarify scope of work and when needed cost estimates.

B. Timing of Inspections

1. Upon OHFA's request, a Pre-Construction Visit will be requested based on need for additional verification of onsite conditions or estimated costs for rehabilitation during the application process.

C. Scope of Services

1. Perform an independent on-site inspection to observe the current condition of the site and surrounds. Each pre-construction inspection must include a site walk of the entire project, unless otherwise specified by OHFA.
 - For Rehabilitation, unit sampling will be determined by OHFA and should be a representative of the mix of unit configuration types and buildings, and all community/common areas and maintenance spaces. Additional discussion with OHFA may be needed for Adaptive Reuse projects.
 - For New Construction, the visit will be focused on any existing site conditions and neighboring uses.
2. Report submitted by email to OHFA within 48 hours of the completion of the inspection, if any issues or concerns are noted.
3. A copy of the completed on-site inspection should be submitted to OHFA within seven calendar days of the completed inspection and formatted to include: a completed report form template (Appendix B) titled "monitoring report" with photographs included combined in pdf format.
4. An electronic copy of the Report is required to be submitted to:
constructionmonitoring@ohiohome.org.

D. New Construction - Report Format – see **Exhibit E – New Construction** for template.

1. Summary/Introduction

- a. OHFA project number
- b. Project name
- c. Project address
- d. Date of inspection
- e. Name of inspector and inspection company

2. Current Conditions Reviewed:

- a. Comment on the condition of the site and surrounding land use. Review should consider: detrimental site issues, access, trees, site drainage, utilities, chemical smells, sounds, surrounding land uses (e.g. railroads, race tracks, major highways, abandoned buildings).

3. Photographs: Provide enough photographs to provide a comprehensive picture of the conditions of the property during application or prior to construction.

- a. Current condition of site
- b. Existing trees or other natural features

- c. Existing buildings or other structures
 - d. Any issues, concerns, or features needing highlighted
- E. Rehab/Adaptative Reuse - Report Format – see **Exhibit E – Rehab** for template.
1. Summary/Introduction
 - a. OHFA project number
 - b. Project name
 - c. Project address
 - d. Date of inspection
 - e. Name of inspector and inspection company
 2. Current Conditions Reviewed:
 - a. Comment on the condition of the development as a whole and whether current condition is reflective of the Physical Capital Needs Assessment (PCNA) and scope of work.
 - b. Review current conditions, and reference the following project information including:
 - Plans and specifications
 - Physical needs assessment
 - Scope of Work
 - AHFA
 - OHFA Architectural Requirements including the DAS, Architectural Review/Approval, etc.
 3. Identify the remaining useful life of features or materials, summarize the condition, and flag if there are concerns with any items compared to the scope of work presented by the project team.
 4. Photographs: Provide enough photographs to provide a comprehensive picture of current conditions at application or prior to construction. A clear visual representation of the property is expected. Provide specific photographs of all discrepancies or deficiencies. There is no limit to the number of photographs to be attached to the report. Must include but not be limited to:
 - a. Site Sign (or other identification of the project name)
 - b. Overall site and building(s) including all sides
 - c. Site Features (play area, picnic spaces, pool, etc.)
 - d. Building entries
 - e. Common areas, corridors, and stairwells
 - f. Roof & associated mechanical systems
 - g. Unit pictures
 - Include sampling of rooms
 - h. All ground level or basement mechanical rooms and spaces
 - i. Any issues, concerns, or features needing highlighted

3.5 HDAP Construction Status Visits:

A. Purpose

1. A HDAP construction status visit will aid in OHFA's verification of the percentage completed that is included with the HDAP draw and to assist OHFA in confirmation of the work in place based on when the draw was requested.
2. This does not require the level of work of a draw visit typically completed for lenders. A HDAP construction status visit is instead focused on the status of construction at the time of the draw and typically includes the same scope as a milestone visit. OHFA will identify any special considerations upon the request.
3. OHFA will use the report generated to verify construction completion identified in the HDAP draw. It is not the responsibility of the consultant to determine draw amount is appropriate for the work completed.

B. Timing of Inspections

1. Upon OHFA's request, a HDAP construction status visit will be requested based on timing of the draw compared to the most recent milestone visit (e.g. several months have passed) or OHFA requires additional verification of onsite progress based on the documentation received for the draw.

C. Scope of Services

1. Unless otherwise specified, perform an independent on-site inspection to observe the status of the entire construction project. Each inspection must include a site walk of the entire project with a focus on progress reported in the draw packet.
2. Unit sampling should be representative of the progress identified at the time of the draw request and will be specified by OHFA. It may include a mix of: vacant and down units, one unit in each building, one of each type of accessible units (where they exist), one of each unit configuration type, and all other community/common areas and maintenance spaces.
3. Report verbally, or by email to OHFA within 48 hours of the completion of the inspection, if any issues or concerns are noted.
4. A copy of the completed on-site inspection should be submitted to OHFA within seven calendar days of the completed inspection and formatted to include: a completed report form template (Appendix B) titled "monitoring report" with photographs included and a checklist (Appendix A) titled "monitoring checklist" combined in pdf format.
5. An electronic copy of the Report is required to be submitted to:
constructionmonitoring@ohiohome.org.

D. Report Format

1. Same as format in section 3.2.
2. Photographs should display: Provide enough photographs to provide a comprehensive picture of work to date on site for each visit. A clear visual representation of the property is expected that clarifies the progress of the project in relation to the draw request.

3.6 Davis-Bacon Interviews:

** Consultant may provide a proposal that does not include Davis-Bacon interviews.

- A. The Davis-Bacon and Related Acts requires contractors on federally funded or assisted contracts for construction or repair pay their laborers and mechanics no less than the locally prevailing wages and fringe benefits for corresponding work. OHFA ensures compliance with Davis-Bacon by comparing employee interviews and observations with certified payrolls. A scope of work is detailed below for interviews required for Davis-Bacon Compliance.
- B. Consultant shall perform between two (2) and four (4) "Davis-Bacon" interviews, lasting ½ hour of time each on average, at two separate stages during the construction process. Interviews shall be performed on two separate visits during the required milestone visits, at Consultant's discretion.
- C. Consultants shall interview laborers or mechanics from the range of trades on site during the visit. Interviews shall include consultant observations of work performed by the employee during the visit, as well as responses from employees themselves. Form HUD-11 should be completed to the extent possible.
- D. Interviews shall be submitted within 48 hours of completion on the appropriate Form HUD-11. Electronic copies of interviews shall be submitted to constructionmonitoring@ohiohome.org and ohfapwreporting@ohiohome.org.

4. Proposal Requirements

4.1 Description of Firm

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

- Location(s) and size;
- If MBE/WBE/EDGE certified;
- Number of years in operation;
- Number of years' experience in performing construction monitoring services to multifamily rental housing properties (e.g. QAP compliance, HOME or HTF compliance, or writing field reports);
- Knowledge and understanding of the affordable housing industry and of the funding sources frequently used in the industry;
- Experience in performing construction monitoring services for affordable housing projects/clients; and
- What sets the company apart from other companies which offer construction monitoring services.

4.2 Description of Services and Expertise

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

4.3 Work Samples

Provide four electronic copies of reports for different multifamily projects that cover the below review types which the company has conducted in the last five years:

- A complete Field Report created for syndicator or investor.
- Report of inspection for lender which covers construction progress
- A complete Field Report or other construction status report which identified items of concern.
- A physical capital needs assessment for an affordable housing project.

4.4 Current Clients

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

4.5 References

Provide a list of five client references for which your company has provided construction monitoring services to multifamily rental housing properties in the past five years. Include contact information for the client primary contact as well as a description of the services provided.

4.6 Approach

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

- How the work will be assigned and distributed in your office;
 - For example, will the work be performed by a small number of people whose time is primarily dedicated to this contract? Or will the work be performed by a larger number of people who will each devote a smaller portion of their time to this contract?

- The geographic area that will be serviced by the organization (e.g. specific counties, region or the entire state of Ohio). **Exhibit B** identifies anticipated projects by counties and region. A region identified may be different than delineated in **Exhibit B**.
- The person(s) responsible for each task, and a description of their experience and expertise;
- Your approach for ensuring reports are completed in a timely manner;
- Your approach for communicating and coordinating with Project Development Teams;
- Your approach for sharing and communicating information with OHFA staff; and
- A description of how your approach/philosophy regarding construction monitoring services may conflict with that of the development industry, and how you will bridge the two in preparing reports and recommendations.

4.7 Cost Proposal

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

The cost estimate must clearly state each of the following:

- A. Total fee to deliver the scope of work*
 1. Identify the number of projects covered under the proposal
 2. Describe how the rates were determined.
- B. Flat Rate Fee (up to five hours of work per visit) for milestone visits and HDAP construction status visits included in the scope of work.
 1. Hourly Rate for additional work required beyond five hours.
- C. Hourly Rate(s) for supplemental/follow-up visits and pre-construction visits if different from the above hourly rate.
- D. If Davis-Bacon interviews are part of the proposal, include the fee for this service.

See **Exhibit E** for Cost Estimate Fees template.

*OHFA may award multiple contracts as a result of this RFP and therefore, divide the fee for the full scope of work.

4.8 Litigation, Administrative Proceedings, Investigations

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

5. Submission Requirements

5.1 Organization and Format

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

- A. The electronic response must be submitted in portable document format (pdf).
- B. Proposals will be organized and presented in order with the section headings and numbers listed below.
 1. Each response to this RFP will include as the cover page a Letter of Transmittal. See Exhibit D for the format of the Letter of Transmittal.
Item/File Name
 2. Description of Firm
 3. Description of Services and Expertise
 4. Work Samples
 5. Current Clients
 6. References
 7. Approach
 8. Cost Proposal
 9. Litigation, Administrative Proceedings, Investigations

5.2 Submitting the Proposal

OHFA requires the applicant to submit one electronic copy of the proposal as explained in Section 1.5. By submitting a proposal, the applicant agrees to the following:

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

6. Evaluation Process

6.1 Evaluation of Minimum Requirements

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

6.2 Evaluation Criteria

The RFP will be awarded to the firm(s) that presents the most effective combination of qualifications, services, understanding of each of the specified services and processes identified in this RFP, ability to identify and analyze key issues, experience with similar projects, proximity of corporate offices, quality of customer service, assurances and availability of key personnel, and cost.

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

- A. Description of Firm
- B. Description of Services and Expertise
- C. Work Samples
- D. Current Clients
- E. References
- F. Approach
- G. Cost Proposal
- H. Litigation, Administrative Proceedings, Investigations

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

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

Exhibit A - Sample Agreement for Services

AGREEMENT FOR SERVICES

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

STATEMENT OF THE AGREEMENT

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

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

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

3. Term and Location of Performance.

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

b) Renewal: This Agreement may be renewed, for up to a two-year extension, upon satisfactory performance of activities hereunder, appropriation of funds and approval by the OHFA Board or Executive Director, and at the sole discretion of the OHFA. OHFA will issue a notice to the Contractor if OHFA decides to renew this Agreement. The Contractor shall not obligate resources in anticipation of a renewal until notice is provided.

c) 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:

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

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

4. Compensation. In consideration of the mutual promises stated in this Agreement, Sponsor agrees to pay Contractor at the rates set forth in Exhibit I on a reimbursement basis upon Sponsor's receipt and approval of proper invoices as more fully stated in section 5 of this Agreement. 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 Sponsor will not pay any items that are deemed to be "non-reimbursable travel expenses" under the Expense Rule. This provision is subject to the compensation limit stated herein.

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

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

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

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

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

8. Data and Information Control.

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

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

- i. Was already in the Contractor's possession before disclosure by the Sponsor, and the information was received by the Contractor without the obligation of confidence;
- ii. Is independently developed by the Contractor;
- iii. Is or becomes publicly available without breach of this Agreement except as provided in the next full paragraph;
- iv. Is rightfully received by the Contractor from a third party without an obligation of confidence;
- v. Is disclosed by the Contractor with the written consent of the Sponsor; or

- vi. Is released in accordance with a valid order of a court or governmental agency, provided that the Contractor:
 - Notifies the Sponsor of such order immediately upon receipt of the order; and
 - Makes a reasonable effort to obtain a protective order from the issuing court or agency limiting disclosure and use of the confidential information solely for the purposes intended to be serviced by the original order of production.

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

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

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

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

b) Public Records And Retention Of Documents And Information. The Contractor acknowledges that this Agreement, as well as any information, Deliverables (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 the Sponsor determines that, pursuant to state or federal law, the requested materials are confidential or otherwise exempt from disclosure. The Contractor must comply with any direction from the Sponsor to preserve or provide documents and information, in both electronic and paper form, and to suspend any scheduled destruction of such documents and information.

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

9. Termination.

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

exclusive remedy in the case of termination for convenience and is available to the Contractor only after the Contractor has submitted a proper invoice.

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

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

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

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

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

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

e) Costs Associated with Termination for Cause.

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

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

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

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

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

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

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

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

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

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

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

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

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

If the Sponsor or the Contractor cannot perform any part of its obligations under this Agreement because of force majeure, that party is excused from those obligations, to the extent that performance is prevented by the force majeure event and that party took all commercially reasonable steps to mitigate or avoid the effects of the force majeure event. If there is only a delay in performance, such delay may extend

only for that time lost because of the force majeure event. At any time a party is unable to perform those above-referenced obligations, it must also do the following:

- a) Promptly notify the other party, in writing, of any material delay in performance due to a specified force 21
- b) majeure event;
- c) Provide detailed information of the force majeure event;
- d) Provide a proposed revised performance date to make up for performance delays due to the force majeure event. When applicable, the revised schedule must provide for performance time not to exceed the time lost as a result of the force majeure event.

21. 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, the Sponsor 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. The Sponsor does not waive any other rights and remedies provided to the Sponsor 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, the Sponsor 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.

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.

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 Sponsor, to:

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

In case of Contractor, to:

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

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

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

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

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

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

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

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

Contractor

State of Ohio

INSERT NAME:

Ohio Housing Finance Agency:

Executive Director

Title: _____

Date: _____

Date: _____

Exhibit B - Summary of Projects

Summary of Projects by Funding Year

This chart identifies the anticipated number of projects to be covered by the contract. Projects identified “At or Near Start” would be anticipated to need 4 milestone visits, while a project at “At or Near 50%” would be expected to need 2 milestone visits.

Funding Year	Total Projects	At or Near Start	At or Near 25%	At or Near 50%	At or Near 75%	Total Davis-Bacon
2020	14	5	2	2	5	0
2021	41	11	8	16	6	1
2022	80	51	10	10	9	11
2023	60	60				1
2024 (anticipated)	80	80				1
Total Projects*	275	207	20	28	20	14

*Total number of projects assigned is subject to change based on the progress of projects by the start of the contract.

Projects by County/Region

By county/region excludes the anticipated projects for 2024. Building and Unit per project are the average number by each region.

Region	Counties	Counties with Projects	Projects	Buildings per Project	Units per Project
Central	12	6	45	10	115
Northeast	18	12	62	7	122
Northwest	20	7	16	2	54
Southeast	20	10	16	2	51
Southwest	18	9	56	5	82
Ohio	88	44	195	7	98

County	Region	Projects
Crawford	C	
Delaware	C	1
Fairfield	C	2
Franklin	C	35
Knox	C	
Licking	C	3
Madison	C	
Marion	C	2
Morrow	C	2
Pickaway	C	
Union	C	
Wyandot	C	

County	Region	Projects
Ashland	NE	
Ashtabula	NE	2
Carroll	NE	1
Coshocton	NE	
Columbiana	NE	
Cuyahoga	NE	32
Geauga	NE	
Holmes	NE	
Lake	NE	1
Lorain	NE	7
Mahoning	NE	2
Medina	NE	2
Portage	NE	1
Stark	NE	6
Summit	NE	4
Trumbull	NE	2
Tuscarawas	NE	
Wayne	NE	2

County	Region	Projects
Allen	NW	
Auglaize	NW	
Defiance	NW	2
Erie	NW	
Fulton	NW	
Hancock	NW	2
Hardin	NW	
Henry	NW	
Huron	NW	
Lucas	NW	5
Mercer	NW	
Ottawa	NW	
Paulding	NW	
Putnam	NW	
Richland	NW	3
Sandusky	NW	1
Seneca	NW	
Van Wert	NW	
Williams	NW	1
Wood	NW	2

County	Region	Projects
Athens	SE	2
Belmont	SE	2
Gallia	SE	
Guernsey	SE	
Harrison	SE	
Hocking	SE	2
Jackson	SE	1
Jefferson	SE	
Lawrence	SE	1
Meigs	SE	
Monroe	SE	
Morgan	SE	
Muskingum	SE	3
Noble	SE	
Pike	SE	1
Perry	SE	1
Ross	SE	2
Scioto	SE	
Vinton	SE	
Washington	SE	1

County	Region	Projects
Adams	SW	
Brown	SW	
Butler	SW	4
Champaign	SW	
Clark	SW	4
Clermont	SW	4
Clinton	SW	2
Darke	SW	1
Fayette	SW	
Greene	SW	3
Hamilton	SW	16
Highland	SW	
Logan	SW	
Miami	SW	
Montgomery	SW	20
Preble	SW	
Shelby	SW	
Warren	SW	2

Exhibit C – Construction Monitoring Checklist

OHFA will provide samples of completed monitoring checklists to selected consultants.

OHFA Construction Monitoring Checklist

2. SUMMARY OF VISIT:

Project Name: Click or tap here to enter text.

OHFA Tracking #:

Visit Type: Choose an item.

Date of Visit: Click or tap to enter a date.

Contract: Click or tap here to enter text.

Construction Type: Choose an item.

Overall % Complete:

OHFA Funding Sources:

Present at Site:

2. ITEMS REVIEWED AND CONCERNS:

	Number	% Complete
units visited:		
buildings visited:		

1 BR:	2 BR:	3 BR:	4 BR:
-------	-------	-------	-------

Were issue identified with Design and Architectural Standards that the project was funded under? Choose an item.

Were issues identified from the Design and Architecture Features form? Choose an item.

Were issues identified with OHFA's 504 requirements? Choose an item.

Review of Site for Progress & OHFA Design Requirements:

Area	Feature Reviewed	Status <small>(not started/in progress/completed)</small>	N/A	Flagged Concerns
Site	Pathways	Choose an item.	<input type="checkbox"/>	<input type="checkbox"/>
	Accessible Path <i>Common Concern - Site features must accessible requirements.</i>	Choose an item.	<input type="checkbox"/>	<input type="checkbox"/>
	Site Amenity: _____	Choose an item.	<input type="checkbox"/>	<input type="checkbox"/>
	Site Amenity: _____	Choose an item.	<input type="checkbox"/>	<input type="checkbox"/>
	Site Amenity: _____	Choose an item.	<input type="checkbox"/>	<input type="checkbox"/>
	Dumpster Enclosure <i>Common Concern - must have an accessible path</i>	Choose an item.	<input type="checkbox"/>	<input type="checkbox"/>
	Landscaping <i>Common Concern - at completion, is maintained and grass areas are free of stones, debris, clay, etc and is seeded or landscaped.</i>	Choose an item.	<input type="checkbox"/>	<input type="checkbox"/>
	Parking	Choose an item.	<input type="checkbox"/>	<input type="checkbox"/>
Stormwater Management	Choose an item.	<input type="checkbox"/>	<input type="checkbox"/>	
Building Exteriors	Framing & Structure	Choose an item.	<input type="checkbox"/>	<input type="checkbox"/>
	Exterior Veneers <i>Common Concern - Properly installed and free of deterioration.</i>	Choose an item.	<input type="checkbox"/>	<input type="checkbox"/>
	Gutters & Downspouts	Choose an item.	<input type="checkbox"/>	<input type="checkbox"/>
	Roofing	Choose an item.	<input type="checkbox"/>	<input type="checkbox"/>
	Windows & Doors	Choose an item.	<input type="checkbox"/>	<input type="checkbox"/>
	Restroom	Choose an item.	<input type="checkbox"/>	<input type="checkbox"/>

OHFA Construction Monitoring Checklist

Common Areas N/A <input type="checkbox"/> If N/A, do not complete section	Kitchen <i>Common Concerns – energy star appliances & accessibility requirements</i>	Choose an item.	<input type="checkbox"/>	<input type="checkbox"/>
	_____	Choose an item.	<input type="checkbox"/>	<input type="checkbox"/>
	_____	Choose an item.	<input type="checkbox"/>	<input type="checkbox"/>
	_____	Choose an item.	<input type="checkbox"/>	<input type="checkbox"/>
	Accessible Laundry(s) <i>Common area laundry must have front and top load washers.</i>	Choose an item.	<input type="checkbox"/>	<input type="checkbox"/>
Delay Action Door Closers <i>Common Concern - required for all door closers on an accessible route.</i>	Choose an item.	<input type="checkbox"/>	<input type="checkbox"/>	
Site/Building Comments:				
•				

Review of Units for Progress & OHFA Design Requirements:

Area	Feature Reviewed	Status <small>(not started/in progress/completed)</small>	N/A	Flagged Concerns
Unit Features (general)	Framing & Structure	Choose an item.	<input type="checkbox"/>	<input type="checkbox"/>
	Flooring	Choose an item.	<input type="checkbox"/>	<input type="checkbox"/>
	Bathrooms <i>Common Concern – complete finishes & gypsum board requirements</i>	Choose an item.	<input type="checkbox"/>	<input type="checkbox"/>
	Kitchen <i>Common Concerns – energy star appliances & accessibility requirements</i>	Choose an item.	<input type="checkbox"/>	<input type="checkbox"/>
	Bedrooms	Choose an item.	<input type="checkbox"/>	<input type="checkbox"/>
	Living Room/Dining Room	Choose an item.	<input type="checkbox"/>	<input type="checkbox"/>
	AC units <i>Common Concern – properly installed and does not block egress windows</i>	Choose an item.	<input type="checkbox"/>	<input type="checkbox"/>
Accessibility Unit Features	Sensory Units	Choose an item.	<input type="checkbox"/>	<input type="checkbox"/>
	Accessible Kitchen Features <i>equivalent storage & functionality <u>provided</u> 34" high stoves in accessible units 15" landing zones & forward approach knee clearance</i>	Choose an item.	<input type="checkbox"/>	<input type="checkbox"/>
	Accessible Bathroom Features <i>Roll-in Showers & when applicable wall mounted sinks</i>	Choose an item.	<input type="checkbox"/>	<input type="checkbox"/>
Unit Comments:				
•				

Exhibit D – Construction Monitoring Report

OHFA will provide samples of completed monitoring reports to selected consultants.

OHFA Construction Monitoring Report

1. SUMMARY OF VISIT:

Project Name: Click or tap here to enter text.	OHFA Tracking #:
Visit Type: Choose an item.	Date of Visit: Click or tap to enter a date.
Contract: Click or tap here to enter text.	# of units visited:
	# of buildings visited:
	# of 504 mobility units visited:
	# of 504 sensory units visited:

2. Site Observations:

General: Click or tap here to enter text.	Site Superintendent: Project Manager: Weather:
Present at Site:	<input style="width: 100%;" type="text"/>

Summary of work in progress:

-

Supply Chain Update:

-

3. Progress:

Overall Project Completion Percentage:

Building	% Complete	GC Original CofQ Date	GC Current Estimate of CofQ Date

Conformance with Schedule:

-



Work in Progress:

-



OHFA Construction Monitoring Report

4. Quality and Compliance:

Were issues identified with Design and Architectural Standards that the project was funded under? Choose an item.

Were issues identified from the Design and Architecture Features form? Choose an item.

Were issues identified with OHFA's 504 requirements? Choose an item.

Issues/Concerns/Quality:

•

5. Photographs:

Exhibit E – Pre-Construction Form Templates

OHFA New Construction Pre-Construction Visit Report

1. Summary of Visit:

<p>Project Name: Click or tap here to enter text.</p> <p>Visit Type: Pre-construction Visit</p> <p>Contract: Click or tap here to enter text.</p>	<p>OHFA Tracking #:</p> <p>Date of Visit: Click or tap to enter a date.</p> <p>Construction Type: Choose an item.</p> <p>OHFA Funding Sources:</p>
<p>Present at Site: <input style="width: 90%; height: 20px;" type="text"/></p>	

2. Items Reviewed and Concerns:

Summary of Current Condition

- Are there any observed detrimental site issues or land uses nearby? *If yes, provide comments.* Choose an item.
- Are there additional items/features identified that have not been disclosed in the project's application materials? *If yes, more information should be provided in item notes or the comment sections.* Choose an item.

Review of Site & Building/Common:

Area	Feature Reviewed	Notes	N/A	Flagged Concerns
Site	Surround Land Uses		<input type="checkbox"/>	<input type="checkbox"/>
	Grading & Other Site Conditions		<input type="checkbox"/>	<input type="checkbox"/>
	Existing Buildings		<input type="checkbox"/>	<input type="checkbox"/>
	Existing Structures		<input type="checkbox"/>	<input type="checkbox"/>
	Site Drainage		<input type="checkbox"/>	<input type="checkbox"/>
	_____		<input type="checkbox"/>	<input type="checkbox"/>
	_____		<input type="checkbox"/>	<input type="checkbox"/>
Site/Building Comments:				
<ul style="list-style-type: none"> • 				

3. Photographs:

OHFA Rehab Pre-Construction Visit Report



1. Summary of Visit:

Project Name: Click or tap here to enter text. OHFA Tracking #:

Visit Type: Pre-construction Visit Date of Visit: Click or tap to enter a date.

Contract: Click or tap here to enter text. Construction Type: Choose an item.

OHFA Funding Sources:

Present at Site:

2. Items Reviewed and Concerns:

buildings visited:	units visited:	1 BR:	2 BR:	3 BR:	4 BR:
--------------------	----------------	-------	-------	-------	-------

Summary of Current Condition

- Are there any observed detrimental site issues or land uses nearby? *If yes, provide comments.*
Choose an item.
- Are two major buildings systems from the plan review in need of repair or replacement? *If no, more information should be provided in item notes or the comment sections.*
Choose an item.
- Are there additional items/features identified that were not included in the submitted scope of work? *If yes, more information should be provided in item notes or the comment sections.*
Choose an item.
- Are there accessible units in the project currently? *If yes, provide a description of significant accessible alterations that present.*
Choose an item.

Review of Site & Building/Common:

Area	Feature Reviewed	Estimated Remaining Useful Life (in Years)	Notes	N/A	Flagged Concerns
Site	Sidewalks/Walkways/Stairs			<input type="checkbox"/>	<input type="checkbox"/>
	Site Amenity: _____			<input type="checkbox"/>	<input type="checkbox"/>
	Site Amenity: _____			<input type="checkbox"/>	<input type="checkbox"/>
	Site Amenity: _____			<input type="checkbox"/>	<input type="checkbox"/>
	Landscaping			<input type="checkbox"/>	<input type="checkbox"/>
	Grading & Other Site Conditions			<input type="checkbox"/>	<input type="checkbox"/>
	Dumpster Enclosure			<input type="checkbox"/>	<input type="checkbox"/>
	Parking, Driveway, or On-site Paving			<input type="checkbox"/>	<input type="checkbox"/>
	Stormwater Management			<input type="checkbox"/>	<input type="checkbox"/>
Building Exteriors	Foundation			<input type="checkbox"/>	<input type="checkbox"/>
	Exterior Facades			<input type="checkbox"/>	<input type="checkbox"/>
	Gutters & Downspouts			<input type="checkbox"/>	<input type="checkbox"/>
	Roofing			<input type="checkbox"/>	<input type="checkbox"/>
	Insulation			<input type="checkbox"/>	<input type="checkbox"/>

OHFA Rehab Pre-Construction Visit Report

	Windows & Doors			<input type="checkbox"/>	<input type="checkbox"/>
	Exterior Lighting			<input type="checkbox"/>	<input type="checkbox"/>
	_____			<input type="checkbox"/>	<input type="checkbox"/>
	_____			<input type="checkbox"/>	<input type="checkbox"/>
Building/ Common Areas	Corridors and Hallways			<input type="checkbox"/>	<input type="checkbox"/>
	Water/Plumbing			<input type="checkbox"/>	<input type="checkbox"/>
	Sanitary			<input type="checkbox"/>	<input type="checkbox"/>
	Electrical/Meters/Load Centers			<input type="checkbox"/>	<input type="checkbox"/>
	Building Mechanicals			<input type="checkbox"/>	<input type="checkbox"/>
N/A <input type="checkbox"/> <small>If N/A, do not complete section</small>	Common Space Appliances			<input type="checkbox"/>	<input type="checkbox"/>
	_____			<input type="checkbox"/>	<input type="checkbox"/>
	_____			<input type="checkbox"/>	<input type="checkbox"/>
	_____			<input type="checkbox"/>	<input type="checkbox"/>
Site/Building Comments:					
•					

Review of Units:

Area	Feature Reviewed	Estimated Remaining Useful Life (in Years)	Notes	N/A	Flagged Concerns
Units	Unit Entry Doors			<input type="checkbox"/>	<input type="checkbox"/>
	Unit Interior Doors			<input type="checkbox"/>	<input type="checkbox"/>
	Walls/Ceilings			<input type="checkbox"/>	<input type="checkbox"/>
	Flooring			<input type="checkbox"/>	<input type="checkbox"/>
	Kitchen Fixtures & Finishes			<input type="checkbox"/>	<input type="checkbox"/>
	Bathrooms			<input type="checkbox"/>	<input type="checkbox"/>
	Window Treatments			<input type="checkbox"/>	<input type="checkbox"/>
	Residential Appliance			<input type="checkbox"/>	<input type="checkbox"/>
	Water Distribution & Water Heater			<input type="checkbox"/>	<input type="checkbox"/>
	Sanitary			<input type="checkbox"/>	<input type="checkbox"/>
	Electrical			<input type="checkbox"/>	<input type="checkbox"/>
	HVAC System			<input type="checkbox"/>	<input type="checkbox"/>
	Exhaust Fans			<input type="checkbox"/>	<input type="checkbox"/>
	Interior Lighting			<input type="checkbox"/>	<input type="checkbox"/>
	_____				<input type="checkbox"/>
_____				<input type="checkbox"/>	<input type="checkbox"/>
Unit Comments:					
•					

3. Photographs:

Exhibit F – Davis-Bacon Form Templates

HUD-11 Record of Employee Interview:

<https://www.hud.gov/sites/dfiles/OCHCO/documents/11.pdf>

Davis-Bacon Checklist:

Project Name: Click or tap here to enter text.

OHFA Tracking #:

Date of Visit: Click or tap to enter a date.

Was the Interview completed as part of another site visit?

OHFA Funding Sources:

Yes No

- | | | | |
|----|---|------------|-----------|
| 1. | Were the appropriate posters on site? | Yes | No |
| 2. | Were the Wage Determinations posted? | Yes | No |
| 3. | Were the employees interviewed only seen doing work for which they were being paid? | Yes | No |

If No, describe below:

- | | | | |
|----|--|------------|-----------|
| 4. | Did/will the interviewer get a copy of the sign-in/out sheet? <i>If No, explain why not.</i> | Yes | No |
|----|--|------------|-----------|

- | | | | |
|----|--|------------|-----------|
| 5. | Were any of the subcontractors on HUD’s Debarment list? <i>Attach screenshots.</i> | Yes | No |
|----|--|------------|-----------|

- | | | | |
|----|--|--|--|
| 6. | Describe briefly how Davis-Bacon is being monitored on site: | | |
|----|--|--|--|

Exhibit G – Cost Estimate Fee Template

	Flat Rate Fee	Hourly Rate
Milestone Visits		
Supplemental/Follow-up Visits		
Pre-construction Visits		
HDAP Construction Status Visits		
Davis-Bacon Interviews		

Exhibit H – Transmittal Letter

Note: Submit the following on your firm’s letterhead

LETTER OF TRANSMITTAL

Ohio Housing Finance Agency
Attn: XXXXXXXXXX
XXXXX XXXXX –RFP Request
2600 Corporate Exchange Drive, 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 XXXX services to OHFA for the period of MMMM DD, 200Y to MMMM DD, 200Y in accordance with the requirements of the Request for Proposal issued by OHFA.

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

Respectfully,

_____ (signature)

Authorized Officer of Firm
Printed Name and Title