



**Housing Finance
Agency**

Request for Proposal for Construction Site Visit & Observation Services

Issuance Date | April 1, 2026

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

Submit to:

Ohio Housing Finance Agency
Janice Wildermuth, Purchasing Supervisor

FinRFP@ohiohome.org

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Section 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 **July 1, 2026, and end June 30, 2029** (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. Schedule of Events

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

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

The above schedule is subject to change upon posting to OHFA’s website, www.ohiohome.org.

1.3. Submission of Written Questions

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

Ohio Housing Finance Agency
E-mail: FinRFP@ohiohome.org
Subject: Construction Site Visit & Observation Services RFP
RFP-Questions

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

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

1.4. Verbal Communication Regarding RFP Prohibited

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

1.5. Submission of Proposals

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

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

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

1.6. Right to Request Additional Information

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

1.7. Right to Reject Proposals and Cancel RFP

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

1.8. Evaluation and Award of Contract

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

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

1.9. Agreement for Services

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

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

1.10. State Law Provisions

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

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

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

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

Section 2 – General Policies & Process

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.

Consultant Responsibilities:

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

Conduct inspection or visit required for milestone visits and if assigned supplemental or follow-up visits. Provide written report and photo documentation of for each visit completed. The focus is on documenting progress and flagging any potential concerns based on OHFA's requirements (OHFA DAS and Architectural Review) and accepted standards of good workmanship. Consultants' proposal can be limited Scope of Services provides additional details of responsibilities.

2.2. Conflict of Interest

Due to the possible conflict of interest or perceived conflicts of interest, the awarded Consultant(s) will alert OHFA of any involvement with a project that OHFA is assigning.

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 2026 and 2027 projects, 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 2026 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 photographs, OHFA construction monitoring report and checklists based on a template provided by OHFA. Provide status updates bi-weekly to OHFA on scheduling of visits.

Section 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 or supplemental/follow-up visits.
- C. The Consultant will be required to render services in the area of construction monitoring at different times during the construction process:
 - 25% Milestone Visits (new construction – framing Complete)
 - 50% Milestone Visits
 - 75% Milestone Visits
 - 100% Milestone Visits – including punch list items
 - Supplemental/Follow-up Visits – Upon Request

The Consultant is responsible for adhering to the established fee structure agreed upon with OHFA. See [4.7 Cost Proposal](#) and [Exhibit E – Cost Estimate Fee Template](#) for anticipated structure for fees.

- D. OHFA expects any staff working a given project will maintain familiarity with project and prior work completed.
- 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. Physical Needs Assessment/Scope of work narrative (rehab only)
 - 8. Quarterly Construction Monitoring summary (provided once a quarter)
 - 9. Project Schedule
- F. Consultant will be responsible for working with OHFA to understand the Design and Architectural Standards for which the project was funded under.
- G. Consultant will be responsible for confirming if the Project Schedule has changed. OHFA will provide the most recent schedule submitted.
- H. Coordinate meeting with OHFA for regular updates on status of contract.

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.

- a. OHFA uses the following to estimate construction completion: underground work 5%, slab/foundation finished 10%, framing complete 25%, finished electrical/plumbing HVAC 45%, drywall 60-75%, cabinets being installed 90%
 - b. For 100% Milestones: visit should be completed after contractor punch list but prior to architect punch list.
2. The consultant is responsible for coordinating with the Owner to ensure inspections are scheduled at the aforementioned completion benchmarks. The Consultant should collect any necessary information while on site or through discussion with the project to complete the required documentation for OHFA (e.g. field notes and monitoring report ([Exhibits C and D](#))).

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 equipment (e.g. computer, camera, and software) to facilitate all inspections and deliver an acceptable inspection report to OHFA per [Exhibit D](#) of the RFP.
3. Sample size of units required varies based on project size and visit type (construction completion percentage). Consultant should select the units being sampled, and different units should be selected with each visit.

- Sample size will be agreed upon with OHFA prior to completion of work.
- Accessible units (mobility and sensory) must be part of sample size in the sample if under construction or completed, not all accessible units need to be sampled in a site visit.
- Site visits will likely have units and buildings at varying levels of construction completion and should be reviewed as an average of all the buildings and sites completion level.
- Sample selected should include different unit configurations and unit sizes.
- OHFA reserves the right to modify a sample size based on concerns or need. This may include follow-up for units from prior visits not included base sample size.

	Minimum Sample	Average Sample	Maximum Sample
25% Milestone	3 units	5 units	10 units
50% or 75% Milestone	5 units	10 units	15 units
100% Milestone	5 units	7 units	10 units

- See [Exhibit B](#) for more details on anticipated sample sizes.
4. Areas to be covered during Site Visit:
 - a. Discuss status of project with the development, including but not limited to overall percentage of completion of site, buildings etc., changes in scope or items value engineered, potential delays being experienced, confirm number of accessible and sensory units, any additional questions that may be relevant to completion of OHFA's report or to particular characteristics of the project.
 - b. On 50%-100%, select new units to review, unless follow-up or rereview of units are requested by OHFA.
 - c. Investigate and document any concerns that were highlighted in the architectural review. Some items are best verified early such as the 25% or 50% while others cannot be confirmed until later on in construction (75% or 100%).

- d. In general, features only need to be documented if there is new progress occurring from the prior visit.
- e. Observe and document any community/common areas and maintenance spaces, that are part of the scope of work where construction is underway or completed.
 - Large properties (6+ buildings) a sampling of common areas, utility rooms, storage/maintenance rooms, building exteriors is sufficient.
 - Across the milestones select a different sampling of these.
 - All buildings must be reviewed for OHFA.
 - Utility rooms can include: sprinkler, trash compactor, boilers, hydronic systems, meter banks/main disconnects/electrical breakers, water or gas meters, elevator machine rooms.
- f. Where possible, see the roof, equipment penthouse and basement if there is access to each these should be walked/reviewed.
- g. Any observed life safety issues should be documented. Examples: Balconies or stairwells missing railings or severely deteriorated stairs. Exposed wires or construction materials left abandoned in occupied (finished) areas of property.
- h. 25% Milestone Visit (framing complete)
 - Rehab – review a couple of units at each stage of construction, units that have not started demoed do not need reviewed.
 - New Construction (NC) – documentation of framing, accessibility features (e.g. blocking for grab bars, height of electrical panels, bathroom built-in storage, hallway widths)
- i. 50% or 75% Milestone Visit
 - Any items requested by OHFA for follow-up from previous visits.
 - Review of site features that are under construction or complete
 - Check for site amenities and accessible features therein. (e.g. parking, trash, play area, gazebo, community gardens, dog parks, swimming pools).
 - Check building entrance for features of accessibility and that pathway is not obstructed.
 - Must include a mix of unit types based on number of bedrooms
 - In units document progress and compliance with OHFA requirements, including but not limited to:
 - With Appliances include pictures documenting energy efficiency labeling
 - With HVAC & Hot Water, include documentation energy efficiency (labels and/or exhaust systems) holes & penetrations for ducts/pipes/wires on walls and ceilings, air filter locations (HVAC).
 - Document accessible features in units, common areas, offices.
 - Including kitchens; bathrooms; doors/doorways; heights of countertops, appliances, light switches, and electrical panels in mobility units.
- j. 100% Milestone Visit (punch list)

- Any items requested by OHFA for follow-up from previous visits.
 - Confirm if project construction is complete, include site features
 - In units document progress and compliance with OHFA requirements.
 - With Appliances include pictures documenting energy efficiency labeling
- k. Additional items for Rehabs
- When possible final walkthrough of units should be prior to occupancy.
 - Electrical panels document manufacture of panels and clearly show breakers. (OHFA typically has documented in the architectural review if obsolete panels were flagged as concern).
 - Be familiar with items identified in the PCNA and OHFA architectural review, especially the remaining useful life identified. Flag any items that are not being replaced that clearly need to be.
 - Structural issues/concerns need to be documented with pictures and description of concern.
5. Report submitted by email to OHFA within 48 hours of the completion of the inspection, if any issues or concerns are noted.
 6. 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 ([Exhibit D](#)) titled “Construction Monitoring Report” with photographs included and notes from visit ([Exhibit C](#)) titled “Field Notes” as Microsoft Word documents.
 - OHFA will provide samples of completed monitoring report and field notes to selected consultants.
 7. Submit to OHFA electronically a folder of photographs taken on the site visit.
 8. An electronic copy of the Report and Field Notes is required to be submitted to [OHFA’s Multifamily Development FTS](#) with an email notification sent to the assigned OHFA Construction Project Specialist.
- D. Report Format
1. Summary/Introduction
 - a. OHFA project number
 - b. Project name
 - c. Project address
 - d. Date of inspection
 - e. Individuals present with their emails
 - f. Name of inspector and inspection company
 2. Site Observations:
 - a. Name, title, email, and contact phone number of all personnel interviewed and/or contacted on the site.
 - b. 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. Indicate 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
 - 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:
 - Failure to meet the scope of work
 - Failure to meet OHFA architectural requirements (e.g. DAS, architectural review)
 - Substitutions in materials/components from original plans/scope of work
 - Any concerns based on the review described in *Scope of Services 4. Areas to be covered during Site Visit* described above for Milestone Visits
 - 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.
 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.
 - a. Photos must be submitted in a .jpeg format.
 - b. Provide specific photographs of all discrepancies or deficiencies. Provide photos showing context of images included in the report (allows OHFA to review more nuanced requirements like sufficient countertop space, accessible features at appropriate heights, understanding if horn strobes are in the appropriate rooms etc.).
 - c. There is no limit to the number of photographs to be attached to the report. Must include but not be limited to:
 - Site Sign (or other identification of the project name)
 - Drawing set in job trailer with OHFA review attached
 - Overall site and building(s) including all sides
 - Site Features (play area, picnic spaces, pool, etc.)
 - Building entries
 - Common areas, corridors, and stairwells
 - Roof & associated mechanical systems
 - Unit pictures
 - Include sampling of rooms
 - Where applicable show documentation of OHFA requirements (accessible features, roll-in showers with floor drains, gypsum board etc.)
 - All ground level or basement mechanical or maintenance rooms and spaces
 - Any issues, concerns, or features needing highlighted
 - d. Pictures should cover all areas required to be reviewed in C. *Scope of Services 4. Areas to be covered during Site Visit* described above for Milestone Visits.

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 of the project. Each inspection must include a site walk of the entire project.
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 7 business days of the completed inspection and formatted to include: a completed report form template ([Exhibit D](#)) titled "Construction Monitoring Report" with photographs included and notes from visit ([Exhibit C](#)) titled "Field Notes" as Microsoft Word documents.
5. Submit to OHFA electronically a folder of photographs taken on the site visit.
6. An electronic copy of the Report and Field Notes is required to be submitted to [OHFA's Multifamily Development FTS](#) with an email notification sent to the assigned OHFA Construction Project Specialist.

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.

Section 4 – Response to Proposal Requirements

4.1. Description of Firm

Describe the company and its experience in performing construction monitoring 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 electronic copies of each 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 or OHFA.
- 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 or observation 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**.
- Distribution of person(s) responsible for visits (e.g. central office, regionally, or locally);
- The person(s) responsible for each task, and a description of their experience and expertise in a bio;
- Your approach for ensuring reports are completed in a timely manner;
- Your approach for ensuring consistency and quality of work;
- 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*
 - a. Identify the number of projects covered under the proposal
 - b. Describe how the rates were determined.
- B. Flat Rate Fee (based on average of five hours of work per visit) for milestone visits included in the scope of work.
 - a. Hourly Rate for additional work required beyond five hours.
- C. Hourly Rate(s) for supplemental/follow-up visits. Time required may vary, but are anticipated to around 2 hours or less.

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.

Section 5 – Proposal Format and Submission

5.1. Organization and Format

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

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

Item/File Name

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

5.2. Submission

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

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

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

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

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

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

Section 6 – Evaluation Process

6.1. Evaluation of Minimum Requirements

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

6.2. Evaluation Criteria

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

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

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

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

Exhibit A - Sample Agreement for Services

AGREEMENT FOR SERVICES

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

STATEMENT OF THE AGREEMENT

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

1. Statement of Work. Contractor will undertake and complete the work and activities set forth in the RFP and Contractor bid response, which are fully incorporated herein by reference as if fully rewritten, as set forth in Exhibit I, "Scope of Work", attached hereto. Contractor will consult with Sponsor's personnel and with other appropriate persons, agencies, or instrumentalities as necessary to ensure a complete understanding of the work and satisfactory completion thereof. Contractor further warrants and represents that it has the necessary background, training, and skills to undertake and complete the work and activities set forth in Exhibit I and will do so through its best efforts. Best efforts is defined as being efforts performed in a workmanlike manner according to the highest professional standard for the purpose intended.
2. Sponsor's Instructions. Sponsor may, from time to time as it deems appropriate and necessary, communicate specific instructions and requests to Contractor concerning the performance of the work described in this Agreement. Upon notice and within a reasonable time, Contractor must comply with those specific instructions and fulfill those requests to Sponsor's satisfaction. It is expressly understood by the Parties that the instructions and requests are for the sole purpose of performing the specific tasks requested and to ensure satisfactory completion of the work described in this Agreement. Any specific instruments from the Sponsor under this provision are not intended to amend or alter the terms of this Agreement or any part thereof. The management of the work, including the exclusive right to control or direct the manner or means by which the work described herein remains with and is retained by the Contractor. Sponsor retains the right to ensure that the work of the Contractor is in conformity with the terms and conditions of the Agreement, as specified in Exhibit I.
3. Term and Location of Performance.
 - a) Term. This Agreement is binding upon both parties, and the work described in this Agreement will commence on _____ and all activities under this Agreement will be completed not later than _____, on which date this Agreement will expire. In the event that the work hereunder is to be done in separate phases, each phase will be completed within the time prescribed in Exhibit I. In addition, if the Contractor and Sponsor desire to extend this Agreement for an additional period of time, an amendment will be executed setting forth the additional time period and an increase in the amount, as needed.
 - b) Location of Performance. Contractor affirms that it has read and understands Executive Orders 2019-12D and 2022-02D issued by Ohio Governor DeWine, that it will abide by those requirements in the performance of this Agreement, and that it will perform no services required under this Agreement outside of the United States. The Executive Orders are available at the following website:
<https://governor.ohio.gov/wps/portal/gov/governor/media/executive-orders/2019-12d>
<https://governor.ohio.gov/media/executive-orders/executive-order-2022-02d>
 - c) Change of Performance Location. Contractor also affirms, understands, and agrees to immediately notify Sponsor of any change or shift in the location(s) of services performed by Contractor or its subcontractors under this Agreement, and no services will be changed or shifted to a location(s) outside of the United States.

4. Compensation. In consideration of the mutual promises stated in this Agreement, Sponsor agrees to pay Contractor at the rates set forth in Exhibit I on a reimbursement basis upon Sponsor's receipt and approval of proper invoices as more fully stated in section 5 of this Agreement. Contractor will not be compensated for services rendered except as expressly set forth herein. The total compensation to be paid to Contractor under this Agreement will not exceed _____ Thousand Dollars (\$_____.00). Consequently, Contractor will only be paid for services actually performed which may be less than the total compensation allocated in this section. If travel expenses are contemplated and agreed upon by the Parties as necessary in order to perform the services described in Exhibit I, Contractor will be compensated for travel expenses at the rates set forth in the Office of Budget and Management's Travel Rules more fully stated in Ohio Administrative Code 126-1-02 (the "Expense Rule"). Contractor agrees that it will not be reimbursed and Sponsor will not pay any items that are deemed to be "non-reimbursable travel expenses" under the Expense Rule. This provision is subject to the compensation limit stated herein.
5. Proper Invoicing Method. Contractor must submit proper invoices that are itemized and clearly include all of the following:
- a) Contractor's legal name, street address, email, phone number and (if applicable) fax number;
 - b) OHFA contact information including email address;
 - c) Invoice sent date and due date;
 - d) P.O. number or contract number;
 - e) Invoice number;
 - f) Terms of payment;
 - g) Delivery of the commodity or performance of the service described in Exhibit I;
 - h) Date or dates of the purchase or rendering of the service;
 - i) An itemization of the things or service done, the material supplied, respective hourly rate associated with the service performed or the amount of labor furnished; and
 - j) The sum due pursuant to that invoice in relation to the total compensation owed under the Agreement.

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

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

8. Data and Information Control.

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

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

- i. Was already in the Contractor's possession before disclosure by the Sponsor, and the information was received by the Contractor without the obligation of confidence;
- ii. Is independently developed by the Contractor;
- iii. Is or becomes publicly available without breach of this Agreement except as provided in the next full paragraph;
- iv. Is rightfully received by the Contractor from a third party without an obligation of confidence;
- v. Is disclosed by the Contractor with the written consent of the Sponsor; or
- vi. Is released in accordance with a valid order of a court or governmental agency, provided that the Contractor:
 - Notifies the Sponsor of such order immediately upon receipt of the order; and
 - Makes a reasonable effort to obtain a protective order from the issuing court or agency limiting disclosure and use of the confidential information solely for the purposes intended to be serviced by the original order of production.

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

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

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

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

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

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

9. Termination.

- a) Termination for Convenience: The Sponsor may terminate this Agreement for its convenience by issuing written notice to the Contractor. The Contractor will be entitled to the pro-rated contract price for any Deliverable or portion of a Deliverable that the Contractor has delivered and the Sponsor has accepted before the written notice of termination. Total payments will not exceed the amount payable to the Contractor as if the Contract had been fully performed. Upon notice of termination, Contractor will immediately cease all work under this Agreement and take all necessary or appropriate steps to limit disbursements and minimize costs in ceasing all work. Contractor will be required to furnish a report setting forth the status of all activities under the Agreement including, but not limited to, the work completed and the payments received by Contractor and any other information as Sponsor may require. . This will be the Contractor's exclusive remedy in the case of termination for convenience and is available to the Contractor only after the Contractor has submitted a proper invoice.
- b) Termination for Breach. Sponsor may immediately terminate this Agreement, in whole or in part, by written or oral notice to Contractor for any of the following reasons:
- i. Contractor fails to perform the services or deliver the product further described in Exhibit I by the date required or by any later date as may be agreed upon by the Parties through an amendment to this Agreement;
 - ii. Sponsor determines that the services or product to be provided under this Agreement is inadequate for the initially intended use or cannot be feasibly adapted to the intended use;
 - iii. Any warranty or assurance provided by Contractor in this Agreement is found to have been false or incorrect when made or Contractor fails to immediately notify Sponsor that a warranty or assurance in this Agreement was subsequently found to be false or incorrect;
 - iv. Contractor or any of its subcontractors perform services under this Agreement outside the United States;
 - v. Contractor makes any general assignment for the benefit of creditors, closes its business, becomes subject to a court order appointing a receiver, trustee, or similar official to act on its behalf, or files bankruptcy;
 - vi. Contractor becomes the subject of any proceeding under any law related to bankruptcy, insolvency, reorganization, or relief from debtors; or
 - vii. In Sponsor's sole opinion, Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under this Agreement.

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

Sponsor will not be obligated to pay for any services or products provided under this Agreement if Contractor's actions result in any one of the conditions for Termination for Breach described above. Contractor will also immediately return all funds paid to the Sponsor if it or any of its subcontractors cause a Termination for Breach to occur. Sponsor may also recover all costs associated with any corrective action that it may undertake from the Contractor if the Contractor or any of its subcontractors cause a Termination for Breach to occur, including an audit or risk

analysis related to Contractor's performance of services outside the United States. The Sponsor may also recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Agreement and costs associated with the acquisition of substitute services from a third party.

- c) Termination for Just Cause. Sponsor may terminate this Agreement, in whole or in part, for just cause upon thirty (30) days written notice to the Contractor. Upon notice of termination, Contractor will immediately cease all work under this Agreement and take all necessary or appropriate steps to limit disbursements and minimize costs in ceasing all work. Contractor will be required to furnish a report setting forth the status of all activities under the Agreement including, but not limited to, the work completed and the payments received by Contractor and any other information as Sponsor may require. Subject to any claim for damages arising from Contractor's breach, Contractor will be entitled to compensation for work completed through the date Contractor received notice of termination upon submission and approval of proper documentation or invoices.
 - d) Waiver. No term or provision of this Agreement will be deemed waived and no breach excused unless the waiver of consent is in writing and signed by both Parties to this Agreement.
 - e) Costs Associated with Termination for Cause.
- i. Sponsor may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Agreement and costs associated with the acquisition of substitute services from a third party.
 - ii. If the Sponsor determines that actual and direct damages are uncertain or difficult to ascertain, the Sponsor in its sole discretion may recover a payment of liquidated damages in the amount of one percent of the value of the Agreement.

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

- 11. Equal Employment Opportunity. Pursuant to ORC 125.111, Contractor agrees that Contractor, any subcontractor, and any person acting on behalf of Contractor or subcontractor, will not discriminate, by reason of race, color, religion, sex, age, disability, national origin, military status or ancestry against any citizen of this state in the employment of any person qualified and available to perform the work under this Agreement. Contractor further agrees that Contractor, any subcontractor and any person acting on behalf of Contractor or subcontractor will not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability, national origin, military status or ancestry. Contractor represents that it has a written affirmative action program for the employment and effective utilization of disadvantaged persons and will file a description of that program and a progress report on its implementation with the equal employment opportunity office of the department of administrative services. Contractor and any of its subcontractors are encouraged to use MBE and EDGE vendors to assist in completing the work under this Agreement.
- 12. No Unfair Labor Practice Findings. Contractor warrants and represents that neither it nor any of its subcontractors are listed with the Secretary of State for unfair labor practices, pursuant to ORC 121.23.
- 13. Forbearance. No act of forbearance or failure to insist on the prompt performance by Contractor of its obligations under this Agreement, either express or implied, will be construed as a waiver by Sponsor of any of its rights hereunder.

14. Indemnification. The Contractor agrees to indemnify and to hold the Sponsor and State of Ohio harmless and immune from any and all claims for injury or damages arising from this Agreement and the Contractor's performance of the obligations or activities in furtherance of the Agreement which are attributable to the Contractor's own actions or omissions or those of its trustees, officers, employees, subcontractors, suppliers, third parties utilized by the Contractor, or joint venturers while acting under this Agreement. Claims that the Contractor will indemnify the Sponsor and State of Ohio include, but are not limited to, any claims made under the Fair Labor Standards Act or under any other federal or state law involving wages, overtime, or employment matters and any claims involving patents, copyrights, and trademarks. The Contractor will bear all costs associated with defending the Sponsor and the State of Ohio against any claims.
15. Ohio Ethics Laws. Contractor, by its signature on this document, certifies: (1) it has reviewed and understands the Ohio ethics and conflict of interest laws including, without limitation, ORC 102.01 *et seq.*, 2921.01, 2921.42, 2921.421, 2921.43, and 3517.13(I) and (J); and (2) it has not taken and will not take any action inconsistent with those laws, as any of them may be amended or supplemented from time to time.
16. Drug-Free Workplace Compliance. In the event that work performed pursuant to the terms of this Agreement will be done while on state property, Contractor hereby certifies that all of its employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
17. Adherence to All Laws. Contractor agrees to comply with all applicable federal, state, and local laws in the conduct of the work under this Agreement. Contractor and its employees are not employees of Sponsor with regard to the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code and for state revenue and tax laws, state workers' compensation laws and state unemployment insurance laws. Contractor accepts full responsibility for payment of all taxes including, with limitation, unemployment compensation insurance premiums, all income tax deduction, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Contractor in the performance of the work authorized by this Agreement. Contractor is solely responsible for obtaining its own workers' compensation coverage for itself and its employees. Sponsor is exempt from federal, state and local taxes and will not be liable for any taxes under this Agreement.
18. Unresolved Findings. Contractor warrants that it is not subject to an unresolved finding for recovery under O.R.C. 9.24. If this warranty is deemed to be false, this Agreement is void *ab initio* and the Contractor must immediately repay to the Sponsor any funds paid under this Agreement. Contractor further warrants that it has no outstanding final judgments against it by the State, including tax liabilities, and agrees that any payments incurred by the State in this Agreement may be applied against any outstanding judgments or liabilities currently owed to the State or incurred by the State in the future.
19. Conflict of Interest. Contractor certifies that it does not have on its staff, payroll, or otherwise employed for monetary compensation or not, any employee who, within the past twelve months, was a public official or employee with Sponsor or any other board, commission or agency of the State of Ohio who had the ability to make decisions regarding approval, disapproval, recommendation, rendering advice, investigation or otherwise exercised substantial administrative control over matters concerning Contractor at the time of his or her state employment. Further, no personnel of Contractor, subcontractor of Contractor or personnel of any such subcontractor, or public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement will, prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Any such person, who, prior to or after the execution of this Agreement, acquires any personal interest, involuntarily or voluntarily, must immediately disclose his interest to Sponsor in writing. Thereafter, the affected person will not participate in any action affecting the work under this Agreement unless Sponsor determines that, in light of the personal interest disclosed, their participation in that action would not be contrary to the public interest.

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

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

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

21. Miscellaneous.

- a) Governing Law. This Agreement is governed by the laws of the State of Ohio as to all matters, including any challenge to its validity, enforceability, construction, effect, and performance.
- b) Forum and Venue. All actions regarding this Agreement will be forumed and venued in a court of competent subject matter jurisdiction in Franklin County, Ohio.
- c) Entire Agreement. This Agreement and its exhibits and any documents referred to herein constitute the complete understanding of the Parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.
- d) Severability. Whenever possible, each provision of this Agreement is to be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, that provision will be ineffective only to the extent of that prohibition or invalidity finding, without invalidating the remainder of such provisions of this Agreement.
- e) Notices. All notices, consents, demands, requests and other communications which may or are required to be given hereunder must be in writing and will be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth below or to another address designated by the applicable party in written notice transmitted in accordance with this provision.

In case of Sponsor:
Ohio Housing Finance Agency
2600 Corporate Exchange Dr., Suite 300
Columbus, Ohio 43231

In case of Contractor, to:

- f) Amendments or Modifications. Either Party may at any time during the term of this Agreement request amendments or modifications. Requests for an amendment or modification of this Agreement must be in writing and specify the requested changes and the justification for those changes. Should the Parties consent to an amendment to or modification of the Agreement, then an amendment will be drafted, approved, and executed in the same manner as the original agreement. Any amendment or modification to the Agreement must be in writing and signed by both Parties to be effective.
- g) Pronouns. The use of any gender pronoun includes all the other genders, and the use of any singular noun or verb includes the plural, and vice versa, whenever the context so requires.
- h) Headings. Section headings contained in this Agreement are inserted for convenience only and are not considered a part of this Agreement.
- i) Assignment. Neither this Agreement nor any rights, duties, or obligations described herein may be assigned or subcontracted by Contractor without the Sponsor's prior express written consent. Any assignment or delegation without the Sponsor's prior express consent, is voidable by the Sponsor.
- j) Refrainment from Boycott. Pursuant to ORC 9.76, Contractor agrees that it will refrain from boycotting any jurisdiction with whom the State can enjoy open trade, including Israel, during the contract period.
- k) Electronic Signatures. Copies of signatures sent by facsimile transmission or provided electronically in portable document format ("PDF") are deemed to be originals for purposes of execution and proof of this Agreement.
- l) Taxes: Sponsor is exempt from federal excise taxes and all state and local taxes, unless otherwise provided herein.

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

CONTRACTOR:

SPONSOR:

[NAME of Contractor]

Ohio Housing Finance Agency

By: _____

By: _____

Title: _____

Bill Beagle
Executive Director

Date: _____

Date: _____

Exhibit B - Summary of Projects & Visits

Average Sample Sizes

	25% Milestone	50% Milestone	75% Milestone	100% Milestone
Minimum	3	5	5	5
Average*	5	10	10	7
Maximum	10	15	15	10

* New Construction and single unit type projects will typically have smaller sample size vs. rehab or multiple unit type projects.

Number of Projects

This chart identifies the anticipated number of projects to be covered by the contract and the number of milestone visits required for each construction stage.

Funding Year	Total Projects**	25% Milestone	50% Milestone	75% Milestone	100% Milestone
2024	20	5	5	20	20
2025	85	75	75	75	85
2026 estimated	95	95	95	95	95
2027 estimated	100	100	100	100	100
Totals	300	275	275	290	290

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

Estimate of Units to Sample***

This chart estimates the total number of units to be sampled. 2026 & 2027 to be determined.

Funding Year	Total Units	25% Milestone	50% Milestone	75% Milestone	100% Milestone
2024	8936	468	831	831	592
2025	8800	476	844	844	599

*** Actual base sample sizes will be provided when assigned and agreed upon with consultant.

Projects & Sample Size by Region****

Rough distribution of funding years 2024 and 2025. 2026 and 2027 are likely to be similar but will vary.

2024 & 2025 only	NW	NE	Central	SW	SE
Number of Projects	10	22	35	30	8
Average Samples (25, 50/75,100)	6, 10, 7	6, 10, 7	6, 11, 8	6, 11, 7	5, 8, 6

**** Northwest: Allen, Auglaize, Defiance, Erie, Fulton, Hancock, Hardin, Henry, Huron, Lucas, Mercer, Ottawa, Paulding, Putnam, Richland, Sandusky, Seneca, Van Wert, Williams, Wood

Northeast: Ashland, Ashtabula, Carroll, Coshocton, Columbiana, Cuyahoga, Geauga, Holmes, Lake, Lorain, Mahoning, Medina, Portage, Stark, Summit, Trumbull, Tuscarawas, Wayne

Central: Crawford, Delaware, Fairfield, Franklin, Knox, Licking, Madison, Marion, Morrow, Pickaway, Union, Wyandot

Southwest: Adams, Brown, Butler, Champaign, Clark, Clermont, Clinton, Darke, Fayette, Greene, Hamilton, Highland, Logan, Miami, Montgomery, Preble, Shelby, Warren

Southeast: Athens, Belmont, Gallia, Guernsey, Harrison, Hocking, Jackson, Jefferson, Lawrence, Meigs, Monroe, Morgan, Muskingum, Noble, Pike, Perry, Ross, Scioto, Vinton, Washington

Exhibit C – Field Notes



Housing Finance Agency

ohiohome.org

Mike DeWine, Governor Jim Tressel, Lt. Governor Bill Beagle, Executive Director

Field Notes

1. Summary of Visit:

Project Name: OHFA Tracking #:

Visit Type: Date of Visit:

Consultant:

2. Review of Progress & OHFA Design Requirements:

This document is for OHFA's use only. Provide commentary of anything you have observed that would be useful for OHFA to know that may not be included in the Monitoring Report; including but not limited to improperly stored materials, code compliance, additional information on delays, glaring concerns on workmanship. Including any comments related to review of items from OHFA's architectural review. This is an inform space that it critical for OHFA to understand observations from the site visit well.

Site

Building Exteriors

Common Area

Building	Unit	Type <small>(MU, SU, STR)</small>	BR	% Comp.	Comments <small>(including universal design, architectural review concerns and if designated accessibility or sensory)</small>



Field Notes

3. Checklist for Observations & Documentation:

Items on list should be reviewed if construction work has been completed. Note if the item was observed and if there are any concerns. If there are concerns with any of these items, the concerns should be described above or in the report where appropriate and provide photographs of the issue.

Table with 3 columns: Items to be observed and take pictures of, Observed, Concerns. Rows include items like 'Building and unit address number easily visible', 'Entry doors have a closer', 'Kitchen - Energy Star-certified Refrigerator', etc.



Field Notes

Items to be observed and take pictures of:	Observed	Concerns
Bathroom – countertop show/consider corners		
Bathroom – sink, if wall hung including concealed carrier arms (feel under sink for bracing)		
Bathroom – fixtures in shower/bathtub including all components of showerhead		
Bathroom - Storage available inside the bathroom		
Bathroom: Mobility - Location of toilet (flush lever & grab bars must be visible)		
Bathroom: Mobility - Location of roll-in shower or bathtub (grab bars must be visible)		
Bathroom: Mobility - Location of all drains in the bathroom (shower pan, floor, or trench drain)		
Bathroom: Mobility - Sink with the required clearance underneath		
Sensory unit - When doorbell is pressed, the strobes are functioning		
Sensory unit - Strobe are in the living room, bathroom, and bedroom		
Exterior – Locations of weepholes on exterior brick walls		
Exterior – Electrical panels and meters		
Exterior – gutters and downspouts		
Exterior – Condition of the roof		
Exterior – Condition of the façade		
Site - Are all sidewalks along the accessible route a minimum of 5'?		
Site - Site features such as mail boxes, community gardens etc. have path, and if seating is provided space is available adjacent to seating for wheelchair		
Site - Play area with accessible features, have accessible fall surfaces (i.e. not mulch) and companion bench with wheelchair clear space next to it		
Site – Inside of dumpster enclosure showing the pathway to access the dumpster (access to side-slide door)		
Site – Location of HVAC condenser units		
Site- Location of screening for exterior mechanical equipment, meters, dumpsters, etc.		
Site- Is parking and path ways in good condition, free of damage and appropriately repaired?		
Site - Location of any cleanout or drains on paved walkways		
Site – Document condition of the grounds (i.e. hazards or erosion)		

Exhibit D – Construction Monitoring Report



Housing Finance Agency

ohiohome.org

Mike DeWine, Governor Jim Tressel, Lt. Governor Bill Beagle, Executive Director

Construction Monitoring Report

1. Summary of Visit:

Project Name:	OHFA Tracking #:
Visit Type:	Date of Visit:
Consultant:	# of units visited:
Site Superintendent:	# of buildings visited:
Project Manager:	# of 504 mobility units visited:
Architect:	# of 504 sensory units visited:

2. Site Observations:

Present at Site:

Name, organization, & email

Supply Chain Update:

-

3. Progress:

Overall Project Completion Percentage:

Building Address/Number	% Complete	GC Original CofO Date	GC Current Estimate of CofO Date

Conformance with Schedule:

-

Work in Progress:

-



Construction Monitoring Report

4. Quality and Compliance:

Were issue identified with Design and Architectural Standards that the project was funded under? Yes No Was not Reviewed

Were changes identified from the Scope of Work or Design and Construction Features form? Yes No Was not Reviewed

Were issues identified with OHFA's Universal Design requirements? Yes No Was not Reviewed

Were issues identified with OHFA's Section 504 requirements? Yes No Was not Reviewed

Issues/Concerns/Quality:

Should list items based on building and unit numbers. Concerns with accessible features must clearly identify if they are for units or common areas.

-

5. Photographs:

A short description should be provided for each photograph, identifying where it is and either the issues or progress being shown.

Exhibit E – Cost Estimate Fee Template

	Flat Rate Fee	Hourly Rate
25% Milestone Visit (Framing)		
50% or 75% Milestone Visit		
100% Milestone Visit		
Supplemental/Follow-up		

Costs included in Flat Rate Fee:

For example -

- Time/Cost to be familiar with projects
- Time/Cost spent on site
- Time/Cost to prepare reports & submission
- Time/Cost of quality control
- Travel time and other overhead

Provide description what Hourly Rate is based on:

Exhibit F – Transmittal Letter

Note: Submit the following on your firm's letterhead

LETTER OF TRANSMITTAL

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

Dear Ohio Housing Finance Agency:

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

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

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

Respectfully,

_____ (signature)
Authorized Officer of Firm
Printed Name and Title