

**REQUEST FOR PROPOSALS  
TO PROVIDE  
CONSTRUCTION INSPECTION SERVICES**

**Missouri Housing Development Commission**



**RESPONSE DEADLINE:**

One electronic copy to MHDC  
**No later than 4:30 p.m. on Friday, April 21, 2023**

**SUBMIT RESPONSES TO:**

Michael Zeigler, LEED Green Associate  
MHDC Architect  
Missouri Housing Development Commission  
920 Main, Suite 1400  
Kansas City, Missouri 64105  
[michael.zeigler@mhdc.com](mailto:michael.zeigler@mhdc.com)



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## **INTRODUCTION**

This document is a Request for Proposal (RFP) to provide construction inspection services for the Missouri Housing Development Commission (MHDC). The goal of this RFP is to identify one or more qualified construction inspectors (Construction Inspector) to contract with MHDC to perform inspections during the construction of new as well as rehabilitated single family and multi-family housing structures. Through on-site inspections, the Construction Inspector will review construction progress and quality, examine contractor-generated documents, and report findings to MHDC through field reports and regular communication.

As the provider of construction and permanent financing for the development of housing in the state of Missouri, MHDC requires project architects, contractors and developers to follow local code requirements and specific guidelines established by MHDC and the federal government for safety, accessibility, adaptability, and quality. The Construction Inspector will represent MHDC and be responsible to MHDC for the services provided.

## **MISSOURI HOUSING DEVELOPMENT COMMISSION OVERVIEW**

The Missouri Housing Development Commission (MHDC) was created in 1969 by the General Assembly and is an instrumentality of the state of Missouri, which constitutes a body corporate and politic. MHDC administers, and provides financing for, the construction of affordable housing. The Commission also provides funding for home loans to qualified, first-time buyers through a network of certified, private mortgage lenders. Mortgage financing is facilitated through the sale of mortgage-backed securities and through the sale of tax-exempt bonds that the Commission is authorized to issue.

The Commission administers the federal and Missouri Low-Income Housing Tax Credit (LIHTC) programs, the Affordable Housing Assistance Program Tax Credit (AHAP), federal HOME funds, and the direct funding of several housing assistance programs. Further, the Commission administers homeless assistance funds for permanent housing in an effort to end homelessness in Missouri. The Commission also provides advisory, consultative, training and educational services to non-profit housing organizations. MHDC's authority is derived from Chapter 215 of the RSMO, as amended and supplemented. Further information about the Commission and its programs is available on the Commission's website at [www.mhdc.com](http://www.mhdc.com).

## **TERMS AND CONDITIONS GOVERNING THIS RFP**

### **DEFINITIONS**

#### **Agreement and Contract**

Agreement and Contract refers to the formal contracted business arrangement by and between MHDC and the Construction Inspector and incorporates all the terms, conditions, and costs specified in the contract.

#### **Best Value Contracting**

The award of an Agreement and Contract to one or more qualified Construction Inspectors that is based not solely on the lowest price, but rather on an analysis of multiple factors including but not limited to price, quality of work, capacity, and experience.

### **Construction Inspector**

Construction Inspector refers to any organization or individual performing Construction Inspection services in connection with an Agreement and Contract entered into as a result of a Proposal.

### **Identity of Interest**

Identity of Interest refers to any relationship which would give the Construction Inspector or its agent control or influence over the owner, developer, project architect, contractor, subcontractors, suppliers, vendors, or third-party investors. An identity of interest is construed to exist when any of the situations listed below exist:

1. When (1) the Construction Inspector; or (2) any officer or director of the Construction Inspector; or (3) any person who directly or indirectly controls 10 percent or more of the voting rights, or directly or indirectly owns 10 percent or more of the Construction Inspector; is also (1) the owner, developer, project architect, contractor, subcontractors, suppliers; vendor or third-party investor; or (2) a person who directly or indirectly controls 10 percent or more of the contractor's, subcontractor's or supplier's voting rights, or directly or indirectly owns 10 percent or more of the contractor, subcontractor or supplier; or,
2. When (1) the Construction Inspector; or (2) any officer or director of the Construction Inspector; or (3) any person who directly or indirectly controls 10 percent or more of the voting rights, or directly or indirectly owns 10 percent or more of the Construction Inspector; is also (1) an officer or director of the management agent; or (2) a person who directly or indirectly controls 10 percent or more of the management agent's voting rights or directly or indirectly owns 10 percent or more of the management agent. For purposes of this definition, the term "person" includes any individual, partnership, corporation, or other business entity. Any ownership, control or interest held or possessed by a person's spouse, parent, child, grandchild, brother or sister shall be attributed to such person.

### **M/WBE**

An entity that is certified as a minority-owned business enterprise or certified as a Woman-owned business enterprise by the State of Missouri Office of Administration, the city of Kansas City, Missouri, or the city of St. Louis, Missouri.

### **Project**

Project refers to any individual single family or multifamily development which:

1. Is approved to receive construction and/or permanent financing or a reservation of low income housing tax credits from, by or through MHDC under a competitive funding process under the 2022 Qualified Allocation Plan (QAP) or any subsequent Qualified Allocation Plans adopted during the term of this agreement and any extensions thereof.

### **Proposal**

Proposal refers to the complete response, including any exhibits or attachments, submitted by a Respondent as a result of this RFP.

### **Respondent**

Respondent refers to any organization submitting a response to this RFP.

### **RFP Scope of Work**

RFP Scope of Work refers to the instructions and requirements stated in this document or portions thereof and any additional, supplementary instructions that are developed, incorporated, or promulgated subsequent to the distribution of this document.

### **Must, Will and Shall:**

The use of the terms “must”, “will”, and “shall” indicate mandatory items and instructions with which Construction Inspectors are required to comply.

### **MHDC Standards of Conduct:**

Every Respondent (including, but not limited to, its principals, key employees and agents) under this RFP is obligated to abide by the rules and restrictions imposed by the Standards of Conduct, including the rules governing contact with Commissioners and former Commissioners and MHDC employees and former employees. Every Respondent, including, but not limited to, their respective principals, key employees and agents acting on their behalf are considered “Interested Parties” (as defined in the Standards of Conduct). As a result, all Interested Parties under this RFP are obligated to abide by the rules and restrictions imposed by the Standards of Conduct, including the rules governing contact with Commissioners, MHDC employees, former Commissioners, and former employees. The failure of any Respondent to abide by the rules and restrictions established by the Standards of Conduct may result in the disqualification of that Respondent’s Proposal. Therefore, you are strongly encouraged to review and familiarize yourself with the Standards of Conduct. The Standards of Conduct is available on MHDC’s website.

Furthermore, pursuant to the Standards of Conduct, any Response under this RFP shall disclose the name of the individual, entity and/or entities having ownership interests in the Respondent. All entities identified in this disclosure shall be reduced to their human being level irrespective of the number of entity layers which may be present for any disclosed entity. Notwithstanding the previous sentence, to the extent any Respondent under this RFP is a publicly traded corporation, such a Respondent may limit this disclosure to all board members, officers (and other key employees) and any shareholders owning or controlling ten percent (10%) or more of the corporation. Questions regarding this requirement or any other requirements or restrictions imposed by the Standards of Conduct may be directed to the Commission’s General Counsel, Anne Powell, by phone at 314-877-1373 or email at [apowell@mhdc.com](mailto:apowell@mhdc.com).

## **NOTICE REGARDING PROPOSALS SUBMITTED TO MHDC**

MHDC is subject to Missouri Sunshine Law (RSMO Chapter 610) and is required to disclose public records. Upon conclusion of the RFP process and selection of one or more Respondent(s) in

connection with this RFP, all Proposals shall become public record and may be published or otherwise distributed to any individual or entity. No Proposals or associated documentation will be returned.

### **OWNERSHIP OF THIS REQUEST FOR PROPOSAL**

This Request for Proposal is public information to MHDC. Except to the minimal extent required to prepare and submit a Proposal in response to this RFP, the Respondent may not duplicate, distribute, disseminate or make available this document or the information contained herein to any entity or individual.

### **ADVERTISING AND PUBLICITY**

Respondents and Construction Inspectors may not issue any news release or otherwise seek publicity regarding this RFP. No Respondent or Construction Inspector shall use the name or logo of MHDC or any adaptation, extension, or abbreviation of such name for advertising, trade display, or other commercial purposes.

### **COSTS AND LIABILITY**

This RFP does not commit MHDC to enter into an Agreement and Contract. The Respondent shall be responsible for any costs incurred in preparation of a Proposal. MHDC shall not be liable for any expenses incurred by any Respondent in replying to this RFP. MHDC reserves the right to accept or reject any or all Proposals or offers made in response to this RFP.

### **RIGHTS OF MISSOURI HOUSING DEVELOPMENT COMMISSION**

MHDC reserves and may exercise one or more of the following rights and options regarding this RFP:

1. Reject any and all Proposals.
2. Seek additional Proposals.
3. Select one or more Construction Inspectors based on Best Value Contracting.
4. Enter into negotiations and subsequently enter into an Inspection Agreement with a Construction Inspector or enter into multiple Inspection Agreements with multiple Construction Inspectors.
5. Choose not to award any Inspection Agreement.
6. Add to, delete, modify or enlarge this RFP including any specifications and/or statement of work, or terms or conditions.
7. Modify the terms and conditions of any proposed or executed Inspection Agreement.
8. Cancel or withdraw this RFP without the substitution of another RFP, or alter the terms and conditions of this RFP.
9. Conduct credit checks and investigations as to the qualifications of each Respondent at any time prior to the award of an Inspection Agreement.
10. Extend deadlines or otherwise modify the required schedule (within reason) at its sole discretion.

## OTHER LEGAL CONDITIONS

### Contractual Arrangement

By virtue of its signed Proposal to this RFP, the Respondent agrees that, in the event it is selected for contract award by MHDC pursuant to this RFP, it will enter into good faith negotiations in pursuit of a contractual arrangement with MHDC for the services being requested hereunder. MHDC, at its sole discretion, may incorporate any and all terms and conditions included in this RFP, the Respondent's Proposal, and any additional provisions required by MHDC into any contract(s) awarded. Any Respondent selected to proceed toward a definitive agreement with MHDC will be required to include in any such agreement, contractual provisions that address issues of liability, indemnification, insurance, payment terms, and such other terms and conditions as are customary for agreements that address the subject matter of this RFP.

Each Respondent must conspicuously state in its Proposal its inability or unwillingness to accept any of the provisions, terms or conditions in this RFP, including any provisions set forth in exhibits, and must include in its Proposal the reason(s) for any such exceptions. The contract award shall become effective on the date it is fully executed by MHDC and the Respondent. The contract shall remain in full force and effect until completion of construction of all Projects receiving MHDC funding under the 2022 Qualified Allocation Plan.

MHDC may, at its own discretion, extend or expand the contract to include additional Projects, additional services or duties, or additional time provided that such extension or expansion does not violate any MHDC policy.

Provided the Respondent receiving the contract award satisfactorily completed all duties and responsibilities identified in the RFP Scope of Work, MHDC may grant an **extension** of the Agreement and Contract to cover projects approved under the 2023 Qualified Allocation Plan (QAP) provided such extension does not violate any MHDC policy. The Agreement and Contract shall include a provision which would allow immediate termination of the Agreement and Contract if the Respondent is determined to have employed individuals who are not working in the United States legally.

### Notice Regarding Distribution of Questions and Answers

**NOTICE:** All questions must be submitted in writing via email to Mr. Zeigler at [michael.zeigler@mhdc.com](mailto:michael.zeigler@mhdc.com) and received no later than April 7, 2023, 4:30 p.m. CT. The "subject" line of the email should be, "2023 Construction Inspection RFP Questions." Questions submitted after the deadline will not receive a response. Responses will be provided by April 14, 2023 4:30 p.m. CT to all interested bidders that have provided an email address to Mr. Zeigler prior to the above deadline for the submission of questions.

### Interviews, Discussions and Negotiations with Construction Inspectors

A Proposal, including any proposed personnel and any required proposal documents may be subject to negotiation by MHDC at any time. MHDC may interview none, one, some, or

all of the Respondents who submit proposals. RFP responses may be evaluated and the award may be granted with or without discussions and/or negotiations with Respondents. MHDC reserves the right to request additional information from any or all Respondents. Negotiations by MHDC will not be deemed a counteroffer or a rejection of any Proposal.

### Waivers

**MHDC may waive any requirements imposed in this RFP when failure to grant the waiver will result in an increased cost to MHDC, or when it is in the best interest of MHDC to grant the waiver. Any such waiver will be granted to any and all Respondents which are awarded an Agreement and Contract.**

### Certifications

Each Respondent shall include a letter executed by an authorized official of the organization stating that:

1. The person executing the letter is authorized to enter into contracts or agreements on behalf of the Respondent; and
2. The Proposal is a firm offer which will remain valid for a minimum period of sixty (60) days; and
3. All information in the Proposal is true and correct to the best of his or her knowledge; and
4. No owner, principal or employee of the Respondent gave or will give anything of monetary value including a promise of future employment to an MHDC employee or Commissioner, or a relative of an MHDC employee or Commissioner, in an attempt to influence any decision to award an Agreement or to influence the decision to modify or negotiate any term contain in any such Inspection Agreement; and
5. Respondent will fully comply with the provisions of RSMO Chapter 105 addressing Conflicts of Interests; and
6. Respondent will fully comply with the provisions of RSMO Chapter 130 addressing Campaign Finance Disclosure Laws; and
7. Respondents will fully comply with MHDC's Standards of Conduct, a copy of which is available on MHDC's website and made a part hereof by reference.

### Litigation

Provide a summary of any litigation, arbitration and regulatory proceedings, pending, adjudicated or settled that the firm has been subject to within the last five years involving services the firm provided as an insurance broker. Please describe each regulatory proceeding in detail and any litigation or arbitration proceeding resulting in judgments, settlements or damage claims in excess of \$25,000 (including those matters not yet resolved that may exceed \$25,000).

### Federal Work Authorization Program



Pursuant to RSMO §285.530.2, the firm selected pursuant to this RFP shall provide MHDC with an affidavit stating that the firm does not employ any person who is an unauthorized alien in conjunction with the contracted services, and that the firm is enrolled in and participating in a federal work authorization program with respect to the employees working in connection with the contracted services. Prior to execution of any agreement contemplated herein, the firm shall provide evidence of participation in a federal work authorization program. Questions regarding this requirement may be directed to the Commission's General Counsel, Anne Powell, by phone at 314-877-1373 or email at [apowell@mhdc.com](mailto:apowell@mhdc.com). **In your proposal, please indicate whether your firm is currently enrolled in or participating in a federal work authorization program such as E-Verify.**

## INSTRUCTIONS TO RESPONDENT

### COMPLETE RESPONSE

Each Respondent is required to submit a complete Proposal and attest to the accuracy and completeness of its Proposal. In all respects, the Respondent must comply with the instructions, formats and stipulations of this RFP including proper submission, proper format, meeting deadlines, inclusion and presentation of pricing information, and the terms and conditions of the proposed Agreement and Contract. Proposals must be accompanied by a formal letter of transmittal that is signed by an authorized representative of the Respondent and shall include a statement of all Certifications detailed herein. Failure to meet any of the aforementioned requirements may result in elimination of the Proposal from consideration.

### PROPOSAL SUBMISSIONS

#### Number of Copies and Media

Each Respondent must submit one (1) executed hard copy of its Proposal in Microsoft Word or Adobe format. Each Proposal shall identify the Respondent's primary contact by name and contact information.

#### Delivery Instructions/MHDC Point of Contact

**All** communications regarding this RFP, including requests for additional information, questions, etc., **must** be submitted via email to the following point of contact:

Michael Zeigler, LEED Green Associate, MHDC Architect, [michael.zeigler@mhdc.com](mailto:michael.zeigler@mhdc.com)

**NOTICE:** No verbal questions will be answered. All questions must be submitted in writing via email to Mr. Zeigler at [michael.zeigler@mhdc.com](mailto:michael.zeigler@mhdc.com) and received no later than April 7, 2023, 4:30 p.m. CT.

#### Deadline for Submission of Proposals

Proposals are due and must be received by MHDC no later than **4:30 PM (Central) on April 21, 2023**. Proposals received after 4:30 PM (Central) on April 21, 2023 will not be accepted.

**No Respondent may modify or correct its Proposal at any time after the Proposal Due**

**Date, except in direct response to a request from the Commission for clarification.**

### **Minority Business and Women Business Enterprises**

Minority business enterprises and women business enterprises are strongly encouraged to respond to this RFP.

### **Extensions of Proposal Deadlines**

In the event the due date for Proposals is extended or modified, the new date will be published on the MHDC website <https://mhdc.com/about-us/request-for-proposals-rfp/>.

### **Anticipated Timetable (Central Time)**

RFP Release Date: **Monday, March 27, 2023**

Final date for submission of requests for additional information: **Friday, April 7, 2023**

Proposal Due Date: **Friday, April 21, 2023 at 4:30 PM**

Publication of MHDC selections: **On or before: Friday, April 28, 2023**

## **PROPOSAL PREPARATION**

### **MANDATORY PROPOSAL SECTIONS**

Proposals shall include, at a minimum, the following mandatory, separate sections:

#### **Proposed Construction Inspection Services**

#### **Qualifications and Experience**

#### **Price Proposal**

Each Respondent is invited to include additional information or sections in the Proposal such as an executive summary or example of previous work such as inspection reports.

### **PROPOSED CONSTRUCTION INSPECTION SERVICES**

MHDC requires each of the following:

1. The Construction Inspector shall be well-acquainted with MHDC design and construction standards as stated in the MHDC Construction Compliance Guidelines, as may be amended, and the MHDC Construction Disbursement Guide, as may be amended, and follow those standards in the performance of the contract.
2. The Construction Inspector shall contract with MHDC on a project-by-project basis for inspection services from preconstruction meeting through the final inspection.
3. The Construction Inspector shall receive, review and be familiar with all construction documents, such as plans, specifications, engineering documents, construction contracts, and any other documents the Respondent and MHDC may deem necessary to perform a construction inspection related to the assigned Development(s).
4. The Construction Inspector shall attend one on-site preconstruction conference for each Development with the project architect, general contractor, subcontractors, and MHDC

staff.

5. The Construction Inspector shall coordinate inspection schedules with the project architect, contractor and, when necessary, subcontractors and other consultants.
6. The Construction Inspector shall perform the following inspections:
  - a. Monthly construction draw inspections to review the work in progress for quality and compare the work completed with the draw payment request presented by the contractor;
  - b. Perform a footing/slab inspection (first available);
  - c. Perform at least one open-wall inspection (first open-wall available); and
  - d. Attend the final occupancy inspection with the local code inspector.
7. The Construction Inspector shall Submit the following reports to MHDC staff:
  - a. Verbal reports to MHDC immediately following the monthly construction draw meeting to report acceptance of or reservations to the contractor's pay request; and
  - b. Written Site Observation Reports in MS Word or Adobe format with sufficient photos illustrating progress and issued by email within three business days of the inspection, unless determined otherwise, in the format attached as Appendix A.
8. The Construction Inspector shall receive and review any drawing updates at the project site from the project architect and submit copies with comments to MHDC.
9. The Construction Inspector shall review change orders submitted by the contractor and forward copies evidencing approval or rejection to MHDC.
10. The Construction Inspector shall review the contractor's application for payment and forward copies evidencing approval or rejection to MHDC.
11. The Construction Inspector shall communicate problems and issues with MHDC.
12. The Construction Inspector shall report known OSHA violations to MHDC staff.
13. The Construction Inspector shall review copies of the G-704 Certificate of Substantial Completion and locally-issued Certificates of Occupancy, and forward copies evidencing approval to MHDC.
14. The Construction Inspector shall ensure the final inspections and punchlists have been completed as required by MHDC.
15. The Construction Inspector shall communicate with MHDC to determine the final project completion date. The Construction Inspector shall review and verify all final documents including the project architect's certification that the development has been constructed in accordance with the plans and specifications as approved by MHDC.

Provide a detailed description of how the Respondent will fulfill requirement to perform the above detailed inspection services. Include details about whether the duties will be performed by the Respondent, by a specific branch office or specific individual, or whether there is any intent to subcontract services with a third-party. If there is intent to subcontract with a third party, provide

details regarding all duties to be assumed by the Respondent and all duties to be assumed by the third- party subcontractor.

Joint venture proposals shall designate a single contracting entity with authority to negotiate, execute and bind the joint venture to any potential future contract and act as the party responsible to MHDC. The obligations of each party to the joint venture agreement must be detailed in the Proposal.

Any intent to subcontract all or a portion of the duties detailed herein to a third-party must be disclosed in the Proposal.

## **QUALIFICATIONS AND EXPERIENCE**

The following qualifications and experience are required for the Respondent(s) and for each individual proposed to be involved in the performance of the work outlined in the RFP:

1. Evidence of good standing and authorization to do business in the state of Missouri and Federal Employer Identification Number;
2. Primary place of business located in the state of Missouri;
3. Working knowledge of the following standards or documents:
  - a. Construction codes as adopted by the various governmental units;
  - b. Local zoning ordinances;
  - c. The latest editions of the International Building Code, the International Plumbing Code, the International Mechanical Code, the International Residential Code, and the National Electrical Code;
  - d. The 2012 International Energy Conservation Code as published by the ICC;
  - e. UFAS and ANSI 117.1;
  - f. The Fair Housing Act of 1968 and the Fair Housing Act Design Requirements;
  - g. The Architectural Barriers Act of 1968, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act and all latest revisions; and
  - h. The Lead Paint Poisoning Prevention Act, the Department of Housing and Urban Development Guidelines for the Evaluation and Control of Lead Based Paint in Housing, and the MHDC Lead Based Paint Policy;
  - i. The seven principles of Universal Design.
4. Experience in construction administration work including, but not limited to, change orders, payment requests, final inspections and associated final completion certification documents;
5. Experience with housing finance agency (such as MHDC) financed developments and issues related to compliance with requirements of various state and federal financing programs such as HOME, low-income housing tax credits, and historic tax credits;
6. Adequate insurance coverage including:
  - a. General liability;

- b. Automobile liability; and
  - c. Workers' compensation and employer's liability.
7. Compliance with employment law as it pertains to undocumented workers and use of E-Verify.
8. Compliance with the prohibition to boycott Israel pursuant to *Mo. Rev. Stat.* §34.600.

List the Respondent's qualifications and experience for the firm as a whole and for each prospective staff member involved in the performance of the proposed Construction Inspection Agreement. Include details regarding each item listed above as required qualifications and experience. Include the year the firm was established and resumes for the firm and individuals.

Provide a list of projects upon which the Respondent has provided construction inspection services including identification of project size, type and location; name of the contracting entity; and start and end dates of service.

In the event the Proposal includes utilization of a third-party contractor or a joint venture arrangement to fulfill a portion of this contract, please provide documentation regarding the qualification and experience of all third- party firms as a whole, as well as for each staff member proposed to be involved in performing the Scope of Work. In addition, Respondent must clearly delineate the duties and obligations being assumed by which parties in carrying out the Scope of Work. In identifying any such parties, Respondent must include each party's full legal name, state of organization (in the case of an entity), all contact information (e.g. address, phone/fax numbers, email address, primary point of contact, etc.), and must indicate whether the party is an MBE/WBE and provide copies of documentation establishing that certification as an MBE/WBE. Joint ventures are required to designate a single contracting entity with the authority to negotiate, execute and bind the joint venture to any potential future contract and act as the party responsible to MHDC. The provisions of this paragraph do not require inclusion of information regarding use of a temporary employment on contract labor to provide day labor or temporary staffing except that the Respondent must include information about the employment entity that will provide such day labor or temporary staffing and must include information about whether the persons contracted or employed will be located within the state of Missouri.

Indicate whether the Respondent organization is an M/WBE and provide copies of documentation establishing certification as an M/WBE. In the event there is an intent to subcontract any portion of the duties hereunder or if the Proposal includes a joint venture, indicate whether the subcontractor, third- party or joint venture member is certified as an M/WBE and provide copies of documentation establishing certification as an M/WBE for each such entity.

In the event the Respondent is not certified as an M/WBE, provide information regarding the percentage of the Respondent organization owned by women and/or minorities and also provide information regarding the percentage of persons employed by the Respondent organization that are women and/or minorities.

## **PRICE PROPOSAL**

Provide a price proposal that delineates the following costs:

1. Cost for conducting the on-site preconstruction conference;
2. Cost per inspection as a flat fee or as a schedule of flat fees if the Respondent chooses to submit varying fees depending upon variables such as quantity or location of inspections. Please note that MHDC considers mileage, meals, lodging, and incidentals to be included in the flat fee and not added as a reimbursable item; and
3. Reimbursable costs, itemizing the nature of potential costs and the fee schedule with a proposed cap.

## **PROPOSAL OF TERMS, CONDITIONS AND OTHER REQUIREMENTS**

Include a response to each of the following subsections in your Proposal of Terms, Conditions and Other Requirements:

### **Construction Inspector Affiliations and Subcontractors**

The Respondent must identify and fully explain all third-party agreements, joint venture arrangements, and/or relationships that will result in the provision of any services in whole or in part by outside parties, third-party contractors, affiliates, or subcontractors. Lien releases will be required prior to payment for third-party consultants and managing joint venture members receiving remuneration from the contracting entity rather than direct payment from MHDC.

The Respondent must also identify potential identities of interest by listing all affiliations or common ownership interests with entities that are involved in the production of affordable multifamily housing in the state of Missouri, i.e., owners, developers, project architects, contractors, subcontractors, suppliers, vendors, and third-party investors. MHDC will not contract with a Construction Inspector for a particular project for which there is an identity of interest between the Construction Inspector and other members of the development team.

### **Financial Stability**

Each Respondent must include in its Proposal documented proof of financial stability. This includes financial statements or annual reports covering the two most recent fiscal years, or other such documents that will allow MHDC to assess the financial viability of the Respondent.

### **References**

The Respondent must provide MHDC with a minimum of one (1) reference letter from an entity for which the Respondent has performed services of a similar scope as those contemplated under this RFP within the past two (2) years.

### **Authorization to Do Business in Missouri**

Respondent should explain its authorization to do business in Missouri and include a copy of relevant public documents, such as a Missouri certificate of good standing, a foreign business

registration, a fictitious name filing, or a copy of filed organizational documents. Likewise, Respondent must explain authorization to do business in Missouri and include like documents for all third-party agreements, joint venture arrangements, and/or relationships that will result in the provision of any services in whole or in part by outside parties, third-party contractors, affiliates, or subcontractors. In the event the Respondent or other entities included in the Response is not currently authorized to do business in Missouri, include Respondent's proposed method and timeline for gaining authorization.

### **Economic Impact to Missouri**

The Respondent must provide information and data concerning the economic impact of any contract entered into pursuant to this RFP. At minimum, the Respondent must provide: a) a description of proposed services that will be performed and/or the proposed products that will be provided by Missourians; b) a description of the economic impact returned to the state of Missouri through tax revenue obligations and otherwise; and c) a description of the Respondent's economic presence within the state of Missouri, including Missouri employee statistics.

### Prohibition to Boycott Israel

Pursuant to *Mo. Rev. Stat.* §34.600, MHDC shall not enter into a contract with any firm that boycotts Israel. In your proposal, state whether your firm is or is not currently engaged in a boycott of (i) goods or services from the State of Israel; (ii) companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or (iii) persons or entities doing business in the State of Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations, but does not include an action made for ordinary business purposes.

### Other Information

Detail and discuss any other information not specifically covered or requested by this RFP which Respondent requests MHDC's consideration in selection a Proposal.

**APPENDIX A**  
**FORMAT OF SITE OBSERVATION REPORT**



**Site Observation Report No.:**

**Prepared for: Missouri Housing Development Commission**

<b>Project Name:</b>	<b>Inspection Date &amp; Time:</b>
<b>MHDC No.:</b>	<b>Weather:</b>
<b>Location:</b>	<b>Type of Meeting:</b>
<b>Type of Construction:</b>	<b>Pay Request #:</b>
<b># of Units:</b>	<b>% of Completion:</b>
<b># of Bldgs.:</b>	<b>Inspector:</b>
<b>Date Construction Loan Closed:</b>	<b>Orig. Completion Date:</b>
<b>Date Preconstruction Conference:</b>	<b>Inspector Est. Compl. Date:</b>
<b>Date Start of Construction:</b>	<b>Inspector Est. % of Compl.:</b>

**ATTENDEES:**

**SCOPE OF WORK:**

**AMENITIES:**

**ENVIRONMENTAL ABATEMENT:**

**PROGRESS SUMMARY:**

**Construction in Conformance with Schedule:**  Yes  No

**COMMENTS:**

**PAY REQUESTS:**

#      Date:              Current \$ Due:              Balance to Finish              % Complete  
   Including Retainage

<b>PR No.</b>	<b>Date:</b>	<b>Current Payment Due:</b>	<b>Balance to Finish Including Retainage</b>	<b>% Complete</b>


**CHANGE ORDERS:**

#      *Date:*              *Description:*                                      *Amount:*

<b>CO No.</b>	<b>Date:</b>	<b>Description:</b>	<b>Amount:</b>

**EFFECT OF CHANGE ORDERS ON OWNER’S CONTINGENCY**

**ACCEPTED TIME REVISIONS:**

<i>Date</i>	<i>Description</i>	<i>Amount (# of days)</i>

**Revised Completion Date:** \_\_\_\_\_

**POTENTIAL CHANGE ORDER ITEMS DISCUSSED:**

**POTENTIAL CONCERNS & ISSUES:**

*(include photos, and information regarding the attendee informed of the concerns, the party responsible for remedies, what the remedy will be, and a target date for resolve)*

**IMPORTANT DATES:**

**DATE OF FIRST UNIT TURNED OVER TO OWNER/MANAGEMENT CO.:** \_\_\_\_\_

This date informs St. Louis staff to contact management company.

*Delivery of units/buildings: (Please keep a cumulative list by address, building # and unit #; if large multi-story, list by floor and unit. Also state if Certificates of Occupancy and G704s have been received.)*

<u>Address</u>	<u>Building</u>	<u>Unit</u>	<u>C/O received</u>	<u>G704 received</u>

**DATE OF FINAL INSPECTION:** \_\_\_\_\_ this is the date that will be used to determine the cut-off date. If there is incomplete work for which an escrow is required, it is possible the final inspection date will not be established until the incomplete work is finished and another inspection has been made.

**INCOMPLETE WORK AT FINAL:** *(Describe, include photos)*

**ESCROW RECOMMENDED:** Yes or No If Yes, how much? \$ \_\_\_\_\_

**Date to return to site for another inspection / to confirm completion:**

**ATTACHMENTS:**

**SUBMITTED BY:**

\_\_\_\_\_  
(Inspecting Firm)

By: \_\_\_\_\_  
(Signature)

Printed Name:

Title:

**Report Date:**

**LIMITATION OF RESPONSIBILITY:** This report is not intended to assume any responsibility of the Architect or Engineers of Record. The comments made herein are presented for Missouri Housing Development Commission's ("MHDC") consideration only. We have been retained by MHDC as its independent advisor for this development, and all reports, both written and oral, are for the sole benefit of MHDC and shall not be relied upon by any other person, firm, corporation, or other entity.

**DEVELOPMENT TEAM CONTACT INFORMATION:** (Please update as necessary)

Owner:

Developer:

General Contractor:

Architect:

Tax Credit Syndicator:

Engineer:

Construction Inspector:

MHDC:

Michael Zeigler, LEED Green Associate  
Architect  
Missouri Housing Development Commission  
920 Main, Suite 1400  
Kansas City, MO 64105  
816-759-6678  
[michael.zeigler@mhdc.com](mailto:michael.zeigler@mhdc.com)

Other Lenders:

**PHOTOS ATTACHMENT:**