

Request for Qualifications and Proposals for

OFFICE SPACE LEASE

Required by

MISSOURI HOUSING DEVELOPMENT COMMISSION



ELECTRONIC RESPONSES DUE:

February 15, 2023 by 5:00 P.M.

Submit electronic copy by email to: Brian Bacon at brian.bacon@cbre.com

Section I: Introductory Information

Missouri Housing Development Commission

The Missouri Housing Development Commission (“MHDC” or the “Commission”) was created in 1969 and is a governmental instrumentality of the state of Missouri and a body corporate and politic. The Commission is dedicated to strengthening communities and the lives of Missourians through the financing, development and preservation of affordable housing. The Commission’s authority is derived from Chapter 215 of the Revised Statutes of Missouri, as amended and supplemented. Chapter 215 provides general information about the Commission and is available online at: <http://168.166.54.15/main/OneChapter.aspx?chapter=215>.

Further information about the Commission and its programs is available on the Commission’s website at www.mhdc.com.

Purpose of RFP

The purpose of this Request for Qualifications and Proposals (“RFP”) is to request proposals related to leasing office space.

Submission of Proposal

MHDC is represented by CBRE Brokerage Services for responses to this RFP. One electronic submission of the proposal must be submitted by the Proposal Due Date noted below and addressed to:

Brian W. Bacon, MBA, CCIM | First Vice President
CBRE | Brokerage Services - Office Properties
brian.bacon@cbre.com

Anticipated Timetable for RFP and Proposals

Release RFP: January 16, 2023
Proposals Due: February 15, 2023
Selection: TBD – est. March, 2023

Section II: Procedures and Instructions

Questions

All questions regarding this RFP should be directed via email to:

Brian W. Bacon, MBA, CCIM | First Vice President
brian.bacon@cbre.com; or

Jennifer Schmidt | Director of Operations
jschmidt@mhdc.com

All questions must be submitted in writing via email to the above noted individuals and received no later than **January 27, 2023, 5:00 p.m.** The “Subject” line of the email should be, “MHDC Lease Space RFP Question”

Questions submitted after the deadline will not receive a response. Responses will be provided by **February 3, 2023** to all interested bidders that have provided an email address to Ms. Schmidt prior to the above deadline for the submission of questions.

Standards of Conduct

Please refer to the Commission’s “Standards of Conduct” Policy for information regarding contact with MHDC Commissioners or staff in connection with this RFP, necessary disclosures thereunder and other policies regulating the actions of interested parties, employees, commissioners, former employees, and former commissioners, during a “Competitive Matter,” as defined in the Standards of Conduct. 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 Interested Party to abide by the rules and restrictions established by the Standards of Conduct may result in the disqualification of the Respondent’s Response. Therefore, Respondents are strongly encouraged to review and ensure compliance with the Standards of Conduct.

The Commission’s Standards of Conduct Policy is available on MHDC’s website at <https://mhdc.com/about-us/policies/>.

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 as set forth in Section VI.1.

Modifications to Proposals

No Respondent may modify or correct its Proposal any time after the Proposal Due Date, except in direct response to a request from MHDC for clarification.

Revisions to this RFP

In the event that it becomes necessary to revise any part of the RFP, MHDC will provide an addendum to each firm receiving this RFP. Any additional information required to clarify portions of this RFP will be issued in the form of an addendum.

Expense of Preparation of Proposals

The Commission is not responsible for any expense incurred in preparing and submitting a Proposal, or taking any action in connection with the selection process, or for the costs of any services performed in connection with submission of a Proposal.

Reservation of Rights

The Commission reserves the right to conduct any investigation of the qualifications of any firm that it deems appropriate; negotiate modifications to any of the items proposed in the Proposal; request additional information from any firm; reject any or all Proposals; and waive any irregularities in any Proposal.

Public Records

Firms responding to this RFP should be aware that the Proposals are public records in accordance with state law, after the evaluation and selection process is completed.

Visits and Interviews

All firms responding to this RFP must be prepared to schedule a visit to its offices or to another location upon request by the Commission.

Section III: Overview

MHDC is currently leasing approximately 28,500 square feet of office space at 920 Main Street, Kansas City, Missouri. MHDC is seeking competitive proposals for a seven (7) to ten (10) year lease. MHDC is seeking a Kansas City, Missouri, property within an approximate three-mile radius of its current address. MHDC is seeking to secure an agreement with sufficient lead time for a May 1, 2024, lease start.

Section IV: Responses to this RFP

MHDC is represented by CBRE Brokerage Services for responses to this RFP. Respondents to this RFP must complete the information required on “Exhibit A”, and follow the structure in “Section V”.

Section V: Proposal Details

Firms responding to this RFP should prepare clear and complete responses to each of the following questions and information requests. Brevity and clarity of responses will be appreciated.

1. Profile of the Firm. Describe your firm and its areas of expertise. State whether your firm is local, regional or national. Give the location of the office from which the work is to be performed and the number of partners, managers, supervisors, and other professional staff employed at that office. As applicable, describe the decision making authority of the local office and its relationship to national, regional, or other headquarter offices of your firm.

Pursuant to the Standards of Conduct (see Section II of this RFP), 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. For purposes of providing firm ownership information, please complete Appendix 2 in spreadsheet format to include a listing of your firm’s owners/shareholders. Questions regarding these requirements 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.

2. Contact Person and Staffing. Provide the name, address, phone number, and email address of the primary contact person for your firm’s proposal. Identify the key personnel to be assigned the Commission’s engagement, including supervisory personnel and staff from other than the local office. Describe your policy regarding notification of changes in key engagement personnel and expectations regarding staff continuity.
3. Response to Requirements. Provide all requested information in Exhibit A.
4. 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.

5. 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.
6. Litigation, Investigations and Regulatory Proceedings. Describe any federal or state pending investigation, litigation, recent settlements or regulatory sanctions in performing auditing and/or accounting services over the last five years regarding your firm and any members or employees of the firm. Give sufficient detail for evaluation.
7. Special Strengths. Describe any special strengths or capabilities of your firm. Give any additional information considered essential to this proposal, including involvement in state and local government organizations, seminars, special services offered, etc. Publications of your firm, such as directories, articles, and lists of clients may be included but should not be voluminous. As may be applicable, describe the firm's presence of offices or headquarters in Missouri, the number of employees of the firm within Missouri, the firm's status as a minority or woman-owned firm or any other special services or assistance your firm may provide to MHDC that you believe may be relevant to or helpful to MHDC for its audit and accounting services. Describe the minority representation of personnel within your firm and the involvement of any minority persons or firms that would be assisting in any capacity with providing services to MHDC. Indicate if there would be a joint venture with a minority or woman-owned firm through a third party contract for part of the services. If there is a joint venture with a minority or woman-owned firm, questions #1, 2, 5, 7 and 8 should also be completed for the minority/woman-owned firm.
8. Federal Work Authorization Program. Pursuant to Mo.Rev.Stat. §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. **In your proposal, please indicate whether your firm is currently enrolled in and participating in a federal work authorization program such as E-Verify.**

9. 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.

Section VI: Evaluation Criteria

The qualifications of the firms submitting proposals will be reviewed by Commission staff and it is possible that a number of the firms may be invited to make presentations to staff. Proposals will be evaluated on a variety of factors including:

1. Capabilities presented in proposal encompassing items described in this RFP; combined with consideration for efficiency and cost effectiveness.
2. Adherence to Section V and Exhibit A.
3. The location, extent and capabilities of the firm's offices and employees in Missouri, and economic impact to Missouri.
4. The Commission's prior experiences, if any, with the firm and any other factors the Commission believes would be in its best interest to consider.
5. Related disciplinary actions, investigations, regulatory proceedings and litigation involving the firm will be taken into account, depending upon the nature and significance of the proceedings.
6. Special capabilities, including special strengths as described in Section V.
7. Proposed fees and charges for services.

There is no additional information requested. Thank you for reviewing this RFP. We look forward to your response.

EXHIBIT A

COMMERCIAL REAL ESTATE SERVICES



Brian W. Bacon, MBA, CCIM
First Vice President
Brokerage Services

4520 Main Street
Suite 600
Kansas City, MO 64111

816 968 5827 Direct
816 756 3535 Main
816 260 0737 Mobile
Brian.Bacon@cbre.com
www.cbre.com/kansascity

January 13, 2023

The following Request for Proposal outlines The Missouri Housing Development Commission's ("MHDC" or "Tenant") preliminary requirements and requests the terms upon which a Landlord is prepared to enter into a Lease transaction. We would request your response to the following RFP as soon as possible, and no later than 5:00 p.m. on February 15, 2023.

Please reply by providing the requested information below in each section marked "Landlord Response". If you are in agreement with the terms proposed, please state "Agreed". Please address all RFP responses.

Building: Tenant is seeking Lease proposals from properties within the greater Downtown and Crown Center submarkets of Kansas City, MO.

Geographic boundaries are North to Missouri River, East to Holmes, South to 31st Street, West to Missouri State Line.

Please state the official name and address of the building. Also indicate the rentable building square footage and number of floors.

Landlord Response:

Building Ownership: Please identify building ownership, and Property Management Company.

Landlord Response:

Tenant: The Missouri Housing Development Commission.

The Missouri Housing Development Commission ("MHDC" or the Commission") was established in 1969 in order to increase the availability of decent, safe and sanitary housing for low and moderate-income persons. The Commission is a governmental instrumentality of the state of Missouri and a body corporate and politic. The Commission's authority is derived from Section 215.030, et seq., of the Revised Statutes of Missouri, as amended and supplemented. Further information about the Commission and its programs is available on the Commission's website at www.mhdc.com.

Landlord Response:

Premises:

Tenant estimates that if its space is efficiently designed, it could be accommodated in approximately 22,000 to 30,000 rentable square feet ("RSF"). The space programming will include a mix of private offices and open cubical type desking, as well as ancillary rooms for reception, break, copy/work rooms, storage, conference rooms, etc.

The exact square footage is subject to final space plans and the most current BOMA methods of measurement. A space plan and test fit will be required. Please provide common area load factor.

Please identify the Premises you are proposing and include an as-built floor plan and CAD file.

Landlord Response:

Encumbrances:

Please indicate whether the proposed Premises are encumbered by any expansion (or other) rights of existing tenants.

Landlord Response:

Commencement Date:

Estimated Commencement Date of approximately May 1, 2024.

Landlord Response:

**Substantial Completion /
Early Access:**

Landlord shall Substantially Complete the Tenant Improvements (defined hereinafter) at least 60 days prior to Commencement Date ("Substantial Completion Date").

Accordingly, if the Premises is not Substantially Complete by the Substantial Completion Date due to Landlord delays, then (i) the Lease Commencement shall be extended by the number of days of such delay and (ii) Landlord shall reimburse Tenant for actual costs associated with holding-over (up to two times actual rent).

After lease execution and during the construction process, Tenant and its agents shall have the right to enter the Premises to install cabling/other equipment and seek vendor estimates so long as Tenant does not interfere with contractors. After Tenant Improvements are Substantially Complete, Tenant and its agents shall have the right to enter the Premises to install furniture, fixtures, telephones, etc. Rent commencement shall not be triggered by such early access.

Landlord Response:

Term: Please propose both a seven (7) year and a ten (10) year lease option.

Landlord Response:

**Monthly Full Service
Gross Base Rent:**

Please provide the annual Full Service Gross Base Rent for the Term.

Landlord Response:

Free Rent:

Please state the period of time that Landlord will abate Tenant's monthly Full Service Gross Base Rent and Occupancy Costs following the Commencement Date, as well as any other concessions the Landlord will provide.

Landlord Response:

Occupancy Costs:

Tenant shall be responsible for paying its pro-rata share of Building operating expenses and property taxes ("Occupancy Costs") incurred in excess of a 2024 base year. Please provide Landlord's actual expenses for the prior two (2) years.

Occupancy Costs and exclusions there from shall be defined in detail in the lease, but in any event shall not include any obligation for capital repairs or improvements, except to the extent such items reduce operating expenses or are required to comply with laws first enacted after the date of the Lease, and in any event shall be amortized over the useful life of the improvements. Controllable expenses (expenses other than taxes, utilities and insurance) shall not increase by more than three percent (3%) in any given year. Real Estate Taxes for the Base Year shall be adjusted to reflect a fully assessed building. In the event of any change in ownership of the Building occurs one (1) or more times during the Term, or any extension thereof, Tenant shall be exempt from any Property Tax increase relating to said sale(s).

One time per calendar year, Tenant shall be entitled to audit the Building's Occupancy Costs at any time during the term of the lease using any reputable firm which regularly provides such services.

Landlord Response:

Space Planning Allowance:

Tenant is requesting that Landlord's architect provide a "test-fit" based on Tenant's initial programming. Landlord will pay for costs associated with the initial space plan and all approved revisions.

Landlord Response:

Moving Allowance:

Tenant is requesting a move allowance of \$6.00/RSF. Tenant shall be allowed to transfer unused move allowance into free rent and/or tenant improvement allowance.

Landlord Response:

Tenant Improvement Allowance:

Tenant desires Landlord to deliver the space on a turnkey basis. Tenant would work with the Building architect to produce a space program.

Tenant shall not be required to pay Landlord a construction/project management or supervisory fee.

If a Tenant Improvement Allowance is being proposed, Tenant shall be allowed to transfer unused tenant improvement allowance into free rent and/or moving allowance.

Landlord Response:

Renewal Options:

Tenant shall have two (2), five (5) year Renewal Options to renew all or any portion of the Premises. The Renewal Option shall be exercised no later than six (6) months prior to the expiration of the then-current Term. The Monthly Full Service Gross Base Rent for Tenant's Renewal Option periods shall be ninety percent (90%) of the then fair market rental rate for space of comparable size, quality and location taking into consideration, one hundred percent (100%) of the rental abatement, Tenant Improvement Allowance and any other tenant inducements then given to tenants in buildings comparable to the Building in terms of age, quality, size, location, services, amenities, quality of construction, and appearance ("Market Rental Rate"). There shall be no minimum rent conditions in the Market Rental Rate determination.

Landlord Response:

Security Deposit:

No security deposit requirement is requested.

Landlord Response:

Parking:

Please Indicate the maximum number of parking spaces provided for each 1,000 square feet leased, ratio of covered and surface parking, assigned or reserved, provisions for visitor parking, and the cost.

Landlord Response:

Identity: Please provide available exterior signage options. The exact location, size, materials, coloring, lettering and lighting of Tenant's signs shall be mutually agreed upon by Landlord and Tenant and shall be consistent and compatible with Tenant's design, sign and graphics program. Tenant shall be permitted to install signs, its logo, etc., within the Premises, including on any directory boards.

Landlord Response:

Right to Relocate: Landlord shall have no right to relocate tenant in the lease.

Landlord Response:

Right of First Refusal: Please include an ongoing right of first refusal on all contiguous space in the Building, including the floors immediately below and above the Premises. Please confirm that any pre-commencement expansion and any expansion that occurs in the first 24 months of the lease term by Tenant shall be under the same terms and conditions as the initial premises/transaction, including a co-terminus expiration date and a prorated Tenant Improvement Allowance.

Landlord Response:

Holdover: Tenant requires the right to holdover for sixty (60) days after the expiration of the lease term, at a rate equal to 100% of the then current Base Rent, with or without Landlord's consent and with no liability to Landlord for consequential damages which may arise. Thereafter, Tenant shall pay 150% of the then current Base Rent. Holdover rent shall be prorated on a day-by-day basis.

Landlord Response:

HVAC: Landlord, as part of operating expenses, shall furnish heating, ventilation and air-conditioning for normal office usage, Monday through Friday, from 7:00 a.m. to 7:00 p.m., and Saturday, from 8:00 a.m. to 1:00 p.m., except for New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas.

Landlord Response:

Assignment & Subleasing: Tenant shall have the right, subject to Landlord's consent, which shall not be unreasonably withheld or delayed, to sublease or assign any portion of the Premises, at any time during the Initial Term and Renewal Option periods. Tenant shall retain fifty percent (50%) of all sublease or assignment profits after first deducting Tenant's costs incurred in

connection with the transfer. Tenant shall have the right to assign or sublease to, or from, any other tenant in the Building. A reorganization, merger, consolidation, sale or transfer of partnership interests, admission or withdrawal of partners and a transfer of partnership assets or interests to any affiliated partnership or entity shall each be deemed a "Permitted Transfer" and shall not require the approval or consent of Landlord. Any use or occupancy of up to 20% of the Premises by Tenant, its partners, employees, agents, contractors or consultants performing services for Tenant or its clients shall be deemed use by a "Permitted Occupant" and such use and occupancy shall not be deemed a transfer or require the approval of Landlord. Landlord shall not have the right of recapture upon any assignment, sublease or other transfer.

Landlord Response:

Use: The Premises shall be used for general office purposes.

Landlord Response:

Storage: What storage units in the Building are available, and what is the cost associated with them.

Landlord Response:

Building Services: Tenant requires access to the Building and Premises seven (7) days per week, twenty-four (24) hours per day, 365 days per year. Tenant requests access to the building shared amenities areas without additional charge.

Landlord Response:

Amenities: Please describe the amenities or special services that will be available in your building (deli, building conference rooms, library, bus line, teleconferencing, health club, security escort services, day care, etc.)

Landlord Response:

Broker Representation: Four percent (4%) of the aggregate gross rental value during the term of the lease. Such lease commission shall be due upon Landlord's receipt of a fully executed lease document.

Landlord Response:

Response:

Please submit your response to Brian Bacon via email (brian.bacon@cbre.com) no later than 5:00 p.m. on February 15, 2023. Call with any questions, 816-968-5827 or 816-260-0737.

**Subject to Lease
Execution:**

This Request for Proposal is an invitation to commence negotiations with Tenant; it should not be considered a legally binding document in any way. Any agreement between Landlord and Tenant shall be subject to approval and execution of a formal lease document by Landlord and Tenant. Tenant is simultaneously presenting requests for proposals to other potential Landlords or Sublandlords. Tenant reserves the right at any time to accept any proposal or to submit any proposal without further notice to you or any other potential Landlord or Sublandlord, and to withdraw from negotiations at any time for any reason.

Sincerely,

A handwritten signature in black ink that reads "Brian W. Bacon". The signature is written in a cursive style with a large initial "B" and "W".

Brian W. Bacon, MBA, CCIM
First Vice President, CBRE