

REQUEST FOR PROPOSALS TO PROVIDE CONSTRUCTION COST ANALYSIS SERVICES

Missouri Housing Development Commission



RESPONSE DEADLINE:

One original copy and one electronic copy on a CD-ROM or Flash Drive to MHDC
No later than 4:30 p.m. on Friday, March 18, 2016

SUBMIT RESPONSES TO:

Jay Mahaney, AIA
MHDC Architect
Missouri Housing Development Commission
920 Main, Suite 1400
Kansas City, Missouri 64105
jmahaney@mhdc.com



INTRODUCTION

This document is a Request for Proposal (RFP) to secure Construction Cost Estimating services for the Missouri Housing Development Commission (MHDC). The goal of this RFP is to identify qualified firms or individuals to contract with MHDC to provide upfront construction cost analysis for the construction of new as well as rehabilitated single family and multi-family housing.

These firms or individuals must be capable of providing the required services in a professional, timely, and cost-conscious manner. The Respondent will contract with MHDC to perform this service at the time when the firm submission documents, plans, and specifications have been submitted for each development.

This RFP is divided into the following sections: Introduction, Purpose, Overview, Terms and Conditions governing this RFP, Instructions to Respondents, Proposal Preparation, Appendix A – Scope of Work and Appendix B – Qualifications.

PURPOSE

The purpose of this RFP is to determine qualifications of the Respondents and to invite proposals from Respondents for the review of the proposed construction costs in relation to the plans and specifications directly for MHDC.

MISSOURI HOUSING DEVELOPMENT COMMISSION OVERVIEW

In 1969, the 75th General Assembly of Missouri, in the face of a general housing shortage severely affecting low and moderate-income persons, established the Commission in order to increase the availability of decent, safe, and sanitary housing at prices within the means of low and moderate-income persons. MHDC is a governmental instrumentality of the state of Missouri and a body corporate and politic. MHDC's authority is derived from Chapter 215 of the RSMo, as amended and supplemented. Chapter 215 provides general information about the Commission and is available on-line at <http://www.moga.mo.gov/mostatutes/ChaptersIndex/chaptIndex215.html>. Further, information about the Commission and its programs is available on the Commission's website at 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 Respondent(s) and incorporates all the terms, conditions, and costs specified in the contract.

Best Value Contracting

The award of a Cost Analysis Agreement to one or more qualified Cost Analysts 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.

Cost Analyst

Cost Analyst refers to any organization or individual performing Cost Analysis 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 Cost Analyst 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 Respondent; or (2) any officer or director of the Respondent; 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 Respondent; is also (1) an owner, developer, project architect, contractor, a subcontractor, a supplier, vendor or third-party investor on any Project for which Cost Analysis Services will be provided; or (2) a person who directly or indirectly controls 10 percent or more of the voting rights of, or directly or indirectly owns 10 percent or more of the any owner, developer, project architect, contractor, subcontractor, supplier, vendor or third-party investor on any Project for which Cost Analysis Services will be provided; or,
2. When (1) the Respondent; or (2) any officer or director of the Respondent; 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 Respondent; is also (1) an officer or director of any management agent working with any Project for which Cost Analysis Services will be provided; or (2) a person who directly or indirectly controls 10 percent or more of any management agent's voting rights or directly or indirectly owns 10 percent or more of any management agent working with any Project for which Cost Analysis Services will be provided. 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 2016 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 company or individual 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 Respondents are required to comply.

MHDC STANDARDS OF CONDUCT

This RFP is considered a “Competitive Matter” as that term is defined in the Standards of Conduct. Further, 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, 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 MHDC 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 Response. 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 at http://www.mhdc.com/about/commission/standards_of_conduct.htm.

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 Acting General Counsel, Katherine Jeter-Boldt, by phone at 816-759-6835 or email at kjeterboldt@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 may not issue any news release or otherwise seek publicity regarding this RFP. No Respondent 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. Enter into negotiations and subsequently contract with more than one Respondent.
4. To select the successful Respondent on the basis of the Proposal meeting requirements established by MHDC and not necessarily the lowest price.
5. Choose not to award any Agreement and Contract.
6. Add to, delete, modify or enlarge this RFP, including any specifications and/or statement of work, the proposed contract, the terms and conditions, and any subsequently executed Agreement and Contract, and acknowledges an attendant and corresponding adjustment in the bid price.

7. Modify the terms and conditions of any proposed or executed Agreement and Contract prior to execution.
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 a resultant 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 regarding 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 Respondents' 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 the exhibits, and must include in its Proposal the reason(s) for taking 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 funding of all Projects receiving MHDC funding under the 2016 Qualified Allocation Plan.

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 2017 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: For the purpose of transparency and in an effort to prevent any real or perceived unfair advantage, all questions or requests for additional information submitted to MHDC regarding this RFP and the corresponding answers will be published on MHDC's website or otherwise made available to all Respondents.

Interviews, Discussions and Negotiations with Respondents

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 its 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 contract; 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.

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 Acting General Counsel, Katherine Jeter-Boldt, by phone at 816-759-6835 or email at kjeterboldt@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 and one (1) compact disc or flash drive containing the text 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 in writing or via email to the following address:

Missouri Housing Development Commission
920 Main, Suite 1400
Kansas City, MO 64105

The MHDC point of contact for this RFP is:
Jay Mahaney, AIA, MHDC Architect, or jmahaney@mhdc.com

Hand delivered Proposals must be delivered to:
Missouri Housing Development Commission
Attn: Jay Mahaney, AIA
MHDC Architect
920 Main, Suite 1400
Kansas City, MO 64105

No Proposals will be accepted via email, fax or any other form of electronic delivery.

NOTICE: No verbal questions will be answered. All questions and inquiries must be submitted in writing or via email.

Deadline for Submission of Proposals

Proposals are due and must be received by MHDC at 920 Main, Suite 1400, Kansas City, Missouri 64105 no later than 4:30 PM (Central) on March 18, 2016. Proposals received after 4:30 PM (Central) on March 18, 2016 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 www.mhdc.com/rfp/.

Anticipated Timetable (Central Time)

RFP Release Date: **Friday, February 19, 2016**

Final date for submission of requests for additional information: **Friday, March 04, 2016**

Proposal Due Date: **Friday, March 18, 2016 at 4:30 PM**

Publication of MHDC selections: **On or before: Friday, April 01, 2016**

PROPOSAL PREPARATION

MANDATORY PROPOSAL SECTIONS

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

Proposed Cost Analysis Services

Qualifications

Experience

Price Proposal

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

PROPOSED COST ANALYSIS SERVICES

Provide a detailed description of the cost analysis services available as an individual or firm and how it addresses MHDC's required scope as set forth in Appendix A. Address in detail whether the firm, specific branch office(s) or individual(s) will be providing the proposed services and/or whether there is any intent to subcontract services with a third-party analyst. If there is intent to subcontract with a third

party, address any and all obligations to be assumed by the Respondent with respect to said Respondent, MHDC, and 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.

QUALIFICATIONS

List the qualifications for the firm and for each staff member proposed to be involved in the performance of the proposed cost analysis contract, addressing the required qualifications as set forth in Appendix B. Include the year the firm was established and resumes for the firm and individuals.

EXPERIENCE

State the number of years the firm and the individuals assigned to this matter have been providing construction cost analysis services and provide a list of previous experience including project identification, name of the firm, corporation, organization, or contracting entity, and start and end dates of service. In the event the Respondent contemplates utilizing a third-party contractor or a joint venture arrangement to fulfill a portion of this contract, please provide the same information required in this section for the third-party contractor or joint venture member. Specifically state the firm's or individual's involvement in the construction cost analysis of affordable housing.

PRICE PROPOSAL

Using Appendix A as the detailed guide, provide a Price Proposal for all cost and expenses related to the performance of the Scope of Work.

PROPOSAL OF TERMS, CONDITIONS, AND OTHER REQUIREMENTS

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

1. **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 documents that will allow MHDC to assess the financial viability of the Respondent.
2. **References:** The Respondent must provide MHDC with a minimum of three (3) references from entities for which Respondent has performed services of a similar scope as those contemplated under this RFP.
3. **Special Contract Requirements:** Each Respondent must advise on any provisions (if any) it would require to be included in the final Agreement and Contract which the Respondent believes are non-negotiable. MHDC will consider any such requirements in determining whether it would be able to enter into a contract with the Respondent.

EVALUATION OF SERVICES PROPOSED

The evaluation of the services proposed will take place at the offices of MHDC. A selection committee composed of MHDC staff (the "Committee") will evaluate the proposals and recommend a

Respondent for selection by MHDC. The proposals will be evaluated under the following factors, in order of importance:

1. Breadth of scope of services and a demonstrated understanding of MHDC requirements and standards,
2. Qualifications and capabilities,
3. Established history of providing quality construction cost analysis services,
4. Cost and pricing,
5. Past performance of any prior contractual obligations and scopes of work.

The lowest priced bid will not be the sole criterion used to determine the successful bidder. The successful bidder will be responsible for the performance of any third parties it includes in its bid. Notwithstanding the above, MHDC reserves the right not to award this contract or to award on the basis of cost alone, to accept or reject any or all proposals, to award the contract as separate solutions, and to award in its best interest.

The Committee may invite one or more finalists to make presentations to it and other MHDC staff members.

APPENDIX A: RESPONDENT SCOPE OF WORK

SCOPE OF WORK

The Respondent(s) selected to provide construction cost analysis services for MHDC will be required to:

1. 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 Agreement and Contract;
2. Enter into a Contract and Agreement with MHDC to provide construction cost analysis services either on a Project-by-Project basis or one agreement covering multiple Projects;
3. Receive, review and be familiar with plans, specifications, construction contract, and any other documents the Respondent and MHDC may deem necessary to perform a construction cost analysis related to the assigned Project(s); and,
4. **Initial Plan Review and Construction Cost Analysis:** The Cost Analyst will analyze and prepare a written report for MHDC on the plans and specifications for each Project (the “Plans”) and the applicable construction documents for the Project (the “Construction Documents”) together with any modifications or supplements thereto, and the cost of construction of the Project, including the following:
 - a. All aspects of demolition, remodeling, and new construction including associated site work;
 - b. If paid for by the General Contractor the cost analysis should also consider any environmental related costs such as lead-based paint, asbestos-containing materials removal, radon mitigation, etc., as required;
 - c. General comments on the overall completeness of the design and on the quality of the Plans together with an opinion as to whether the Plans conform to the federal and state laws and codes applicable to the Project, including building, health, fire, safety, and handicapped accessibility codes recognized by MHDC, and industry standards for historic renovation projects as applicable to construction costs;
 - d. Review of necessary historic applications and approvals and the compliance of the Plans to the conditions and requirements set forth in the firm submission package submitted to MHDC by the Project owner;
 - e. Review of any soil, environmental or other site test, foundation design, and building structural modification and reinforcement for compliance with governing codes and with the rules or requirements of any authority having jurisdiction over the Project. Review of good engineering practice and to ensure that environmental, geotechnical, and structural engineering recommendations have been appropriately incorporated into the Plans as applicable to construction costs;
 - f. If MHDC is in possession of a third-party report identifying the presence of mold or moisture problems (or the potential therefor), review of such third-party report and a recommendation as to the necessity of implementing a moisture management and control program for the Project;
 - g. Review of and comments on construction cost breakdown for the Project, specifying areas of overages and shortages, and submission of a detailed cost analysis, including review

of the contract entered into by the general contractor and the owner for the purpose of providing an opinion as to the cost of construction to be incurred to complete the Project, and assuring MHDC that all such contracts deal adequately with and include the work required to be performed on the Plans and account for existing conditions;

- h. Review and comments on the proposed construction schedule;
- i. Comments on or explanations of matters and conditions that may adversely affect the Project.

APPENDIX B: RESPONDENT QUALIFICATIONS

QUALIFICATIONS

The Respondent(s) responding to this RFP must demonstrate the following qualifications for each individual proposed to be involved in the performance of the RFP Scope of Work:

1. Evidence of good standing with the State of Missouri and Federal Employer Identification Number,
2. Experience in construction cost estimating including, but not limited to, RSMeans Residential Cost Data, other standard estimating formats for cost estimating and cost management, or related information and experience,
3. Working knowledge of the following standards or documents:
 - a. Construction codes as adopted by the government unit in which the Project is located,
 - 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 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 seven principles of Universal Design,
4. Working knowledge of 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,
5. The Respondent fully complies with Federal and state law as it pertains to undocumented workers.