# REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES TO ASSIST IN COMPLETION OF AN ASSESSMENT OF FAIR HOUSING IN MISSOURI

# **Missouri Housing Development Commission**



# **RESPONSE DEADLINE:**

One copy and one electronic copy on a CD-ROM or USB drive delivered to MHDC no later than 4:00 p.m. on Friday, October 28, 2016

# **SUBMIT RESPONSES TO:**

Megan Word
Missouri Housing Development Commission
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Kansas City, Missouri 64105
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Contents	4
MISSOURI HOUSING DEVELOPMENT COMMISSION OVERVIEW	
AFFIRMATIVELY FURTHERING FAIR HOUSING (AFFH)	
ASSESSMENT OF FAIR HOUSING (AFH)	
ASSESSMENT OF FAIR HOUSING USER INTERFACE	
Role of Respondent/Provider	2
CONTRACTUAL OBLIGATIONS	
Proposals	2
TERMS AND CONDITIONS GOVERNING THIS RFP	3
Definitions	3
Contract	3
Provider	3
Identity of Interest	3
M/WBE	3
Proposal	3
Respondent	3
Must, Will and Shall	3
NOTICE REGARDING PROPOSALS SUBMITTED TO MHDC	3
Advertising and Publicity	3
COSTS AND LIABILITY	4
RIGHTS OF MISSOURI HOUSING DEVELOPMENT COMMISSION	4
Other Conditions	4
Notice Regarding Distribution of Questions and Answers	4
Interviews, Discussions and Negotiations with Providers	4
Waivers	5
Certifications	5
Instructions to Respondent	5
COMPLETE RESPONSE	5
Proposal Submissions	6
Number of Copies and Media	6
Delivery Instructions/MHDC Point of Contact	6
Deadline for Submission of Proposals	6
Extensions of Proposal Deadlines	6

Anticipated Timetable	6
Evaluation of Proposal	6
Proposal Preparation	7
Mandatory Proposal Sections	7
PROPOSED PROFESSIONAL SERVICES AND SCOPE OF WORK	7
Section 1 – Collection of Secondary Data	7
Section 2 –Topic Analysis Briefs	7
Section 3 – Community Engagement	8
QUALIFICATIONS AND EXPERIENCE	9
Price Proposal	10
Proposal of Terms, Conditions and Other Requirements	11
Affiliations and Subcontractors	11
Financial Stability	11
Litigation, Investigations and Regulatory Proceedings	11
References	11

# MISSOURI HOUSING DEVELOPMENT COMMISSION OVERVIEW

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.

# INTRODUCTION AND PURPOSE

This document is a Request for Proposals (RFP) to provide professional services in connection with the development and completion of an Assessment of Fair Housing. The goal and purpose of this RFP is to identify one or more qualified providers (Provider) to contract with the Missouri Housing Development Commission (MHDC) to perform professional services as detailed herein.

# AFFIRMATIVELY FURTHERING FAIR HOUSING (AFFH)

Affirmatively Furthering Fair Housing (AFFH) is a legal requirement that federal agencies and federal grantees further the purposes of the Fair Housing Act. The U.S. Department of Housing and Urban Development (HUD) has issued an AFFH rule which provides an effective planning approach to aid program participants in taking meaningful actions to overcome historic patterns of segregation, promote fair housing choice, and foster inclusive communities that are free from discrimination. As provided in the rule, AFFH means "taking meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics. Specifically, affirmatively furthering fair housing means taking meaningful actions that, taken together, address significant disparities in housing needs and in access to opportunity, replacing segregated living patterns with truly integrated and balanced living patterns, transforming racially and ethnically concentrated areas of poverty into areas of opportunity, and fostering and maintaining compliance with civil rights and fair housing laws. The duty to affirmatively further fair housing extends to all of a program participant's activities and programs relating to housing and urban development."

# ASSESSMENT OF FAIR HOUSING (AFH)

In connection with the legal requirement to affirmatively further fair housing, HUD released a final rule requiring certain organizations or jurisdictions to complete an Assessment of Fair Housing (AFH). MHDC is an organization that shares responsibility for completion of an AFH for Missouri. Missouri seeks to complete an AFH for all of Missouri, including entitlement areas and non-entitlement areas.

### **ASSESSMENT OF FAIR HOUSING USER INTERFACE**

HUD's AFFH rule clarifies obligations and creates a streamlined process through an AFH. The AFH User Interface (Tool) is a tool accessed through a web-based portal created to assist program participants in completing each step of the AFH. The Tool assists users in locating applicable instructions as well as HUD-provided maps and data to be used in connection with completion of an AFH.

# ROLE OF RESPONDENT/PROVIDER

The intended role of the Provider is to provide professional services, technical assistance and to develop data and reports to be used in association with MHDC's obligation to complete an AFH. The Provider shall not assume the official role of MHDC in its obligation to complete an AFH and likewise shall have no official capacity to execute documents or submit documentation or data on behalf of MHDC. All documents, products and data produced in connection with any Contract resulting from this RFP shall be the sole property of MHDC and may not be submitted on behalf of MHDC or otherwise disclosed by the Provider.

#### **CONTRACTUAL OBLIGATIONS**

Any Respondent selected as a Provider will be required to enter into a contractual agreement with MHDC. By virtue of its signed Proposal to this RFP, the Respondent agrees that, in the event it is selected as a Provider, 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 Proposal, and any additional provisions required by MHDC into any Contract(s) awarded. Any Respondent selected to proceed toward a Contract with MHDC will be required to include in any such agreement, contractual provisions that address issues of liability, indemnification, insurance, payment terms, data ownership and/or 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 and must include in its Proposal the reason(s) for any such exceptions.

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

# **PROPOSALS**

Respondents shall submit Proposals to be considered for selection under this RFP. The scope of work or services sought in connection with this RFP is divided into Sections. Each Section contains a specific scope of work including with instructions and requirements. Sections are not intended or required to be completed in a sequential order according to Section number. A Respondent's Proposal may respond to a single Section, or may respond to multiple Sections, but must respond to the entire Scope of Work contained within each Section. Pricing, required information and details must be provided separately for each Section included in the Proposal. A single total of time, pricing or other details for multiple Sections is not acceptable.

# TERMS AND CONDITIONS GOVERNING THIS RFP

#### **DEFINITIONS**

#### Contract

Contract refers to the formal contracted business arrangement by and between MHDC and the Provider and incorporates all the terms, conditions, and costs specified in writing.

#### Provider

Provider refers to any organization or individual performing services in connection with a Contract entered into as a result of a Proposal.

# **Identity of Interest**

Identity of Interest is any relationship which gives rise to financial interests or familial relationships existing between the Provider and parties associated with AFH, including but not limited to subcontractors, owners of data, or other parties having a financial or familial interest.

#### M/WBE

M/WBE refers to any 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.

#### **Proposal**

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

#### Respondent

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

#### Must, Will and Shall

The use of the terms "must", "will", and "shall" indicate mandatory items and instructions with which Providers are required to comply.

#### NOTICE REGARDING PROPOSALS SUBMITTED TO MHDC

MHDC is subject to the Missouri Sunshine Law and is required to disclose public records. Upon conclusion of the RFP process and selection of Provider(s) in connection with this RFP, all Proposals become public record and may be published or otherwise distributed to any individual or entity. No Proposals or associated documentation will be returned.

#### ADVERTISING AND PUBLICITY

Respondents and Providers shall not issue any news release or otherwise seek publicity regarding this RFP. No Respondent or Provider 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 without the express written consent of MHDC.

#### **COSTS AND LIABILITY**

This RFP does not commit MHDC to enter into any Contract. A Respondent shall be responsible for any costs incurred in preparation of a Proposal. MHDC reserves the right to accept or reject any or all Proposals or offers made in response to this RFP, in whole or in part.

### 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 Providers 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.
- Enter into negotiations and subsequently enter into a Contract with a Provider or enter into
  multiple Contracts with multiple Providers for one Section or more than one Section of work
  described herein.
- 5. Choose not to award any Contract.
- 6. Add to, delete, modify or enlarge this RFP including any specifications and/or scope or statement of work, or terms or conditions.
- 7. Modify the terms and conditions of any proposed or executed Contract.
- 8. Cancel or withdraw this RFP without the substitution of another RFP, or alter the terms and conditions of this RFP.
- 9. Conduct investigations as to the qualifications of each Respondent at any time prior to the award of a Contract.
- 10. Extend deadlines or otherwise modify the required schedule, at its sole discretion.

### **OTHER CONDITIONS**

### **Notice Regarding Distribution of Questions and Answers**

For the purpose of transparency and in an effort to prevent any real or perceived unfair advantage, questions or requests for additional information submitted to MHDC regarding this RFP and the corresponding answers will be made available to any party requesting such information.

### **Interviews, Discussions and Negotiations with Providers**

A Proposal, including any proposed personnel and any required 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 of a Contract may be granted with or without discussions and/or negotiations with one, some, all or none of the 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.

#### **Certifications**

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

- 1. The individual 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 ninety (90) 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 a Contract or to influence the decision to modify or negotiate any term contained 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 attached hereto and made a part hereof by reference. Please refer to 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 and commissioners during a competitive matter.

# 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 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) electronic copy of its proposal stored on a compact disc or USB drive containing the text of its Proposal in Microsoft Word or Adobe format. Compact discs and USB drives will not be returned to Respondents.

# **Delivery Instructions/MHDC Point of Contact**

All questions and requests for additional information must be submitted in writing via email and should include a subject line of "RFP Inquiry" to <a href="mailto:mword@mhdc.com">mword@mhdc.com</a>.

Proposals must be submitted as outlined herein and will not be accepted via email delivery.

For purposes of transparency, no verbal questions will be answered. All questions and inquiries must be in writing and submitted via email.

# **Deadline for Submission of Proposals**

Proposals are due and must be submitted to MHDC at 920 Main, Suite 1400, Kansas City, Missouri no later than 4:00 PM (Central) on Friday, October 28, 2016. Proposals submitted after 4:00 PM (Central) on October 28, 2016 will not be accepted. A Proposal is considered submitted to MHDC when it is actually physically received by MHDC at 920 Main, Suite 1400, Kansas City, Missouri 64105.

# **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 at <a href="https://www.mhdc.com/rfp/">www.mhdc.com/rfp/</a>.

#### **Anticipated Timetable**

RFP Release Date: Monday, September 26, 2016

Final date for submission of requests for additional information: Friday, October 21, 2016

Proposal Due Date: Friday, October 28, 2016 at 4:00 PM (Central)

# **Evaluation of Proposal**

After determining if a Proposal satisfies the mandatory requirements, the evaluator(s) shall conduct a comparative assessment including, but not limited to, the following criteria:

- Cost
- Expertise and Reliability
- Expertise of Personnel
- Method of Performance

# PROPOSAL PREPARATION

#### MANDATORY PROPOSAL SECTIONS

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

Proposed Services
Qualifications and Experience
Price Proposal
Proposal of Terms, Conditions and Other Requirements

The above listed information must be included separately for each Section included in the Proposal. Respondents are invited to include additional information or sections in the Proposal such as an executive summary or example of previous related or comparable work.

#### PROPOSED PROFESSIONAL SERVICES AND SCOPE OF WORK

Respondents may submit Proposals for one or more of the following Sections. Proposals must contain separate sections and details for each Section when more than one Section is included in a Proposal.

All proposed time frames are based on the State of Missouri's current July, 2017 AFH due date to HUD. Time frames may extend, if and when HUD allows an extended due date.

# Section 1 - Collection of Secondary Data

Proposed time frame: Initial Engagement through March 1, 2017

Provider shall collect and refine secondary data sets for the use of analysis for the AFH Assessment. All data sets collected must include uniform data for the entire state of Missouri. Each data set must present data at the county or census tract-level; or school district level (where applicable). Data to be collected may include, but is not limited to:

- demographic;
- segregation/integration;
- education;
- employment;
- transportation;
- poverty;
- environmentally healthy indicator;
- disproportionate housing needs;
- publicly supported housing; and
- disability,
  - o demographic,
  - o housing access,
  - o integration/segregation.

#### Section 2 - Topic Analysis Briefs

Proposed time frame: Initial Engagement through March 1, 2017

The analysis will be conducted through urban and rural geographic perspectives in Missouri. The primary urban analysis will focus around the Missouri portions of the Kansas City and St. Louis Metropolitan Statistical Areas (MSAs).

The Provider will deliver general analysis briefs for urban and rural Missouri. A brief, no longer than ten pages, will be provided for each of the following specific topics:

- segregation/integration;
- education;
- employment;
- transportation;
- access to low poverty neighborhoods;
- access to environmentally healthy neighborhoods;
- disproportionate housing needs; and
- disability and housing access.

### **Section 3 - Community Engagement**

# Phase 1: Outreach Tool Development

Proposed time frame: Initial Engagement through February 1, 2017

The Provider shall assist in the development of a Community Engagement Plan in a manner that shall result in meaningful community participation in the AFH process. The Engagement Plan will consist of: (1) the development of Outreach Tools that will inform and collect feedback from the community, stakeholders, and service providers; and (2) implementation strategy for the Outreach Tools.

The Outreach Tools shall be designed to reach the broadest audience possible, including, but not limited to, persons with limited English proficiency and persons with disabilities.

The Outreach Tools may include, but are not limited to:

- surveys (distributed hard copy, electronically and other appropriate methods);
- webinars;
- public meetings
- focus group questions;
- informational videos;
- PowerPoint presentations; and
- informational posters, brochures, and pamphlets.

The Outreach Tools shall be completed and ready for implementation as of February 1, 2017.

### Phase 2: Community Engagement Implementation

Proposed time frame: February 1, 2017 through HUD acceptance of AFH plan

The implementation of the Outreach Tools shall begin on February 1, 2017. Provider shall have ongoing engagement throughout the implementation of outreach tools which may include but is not limited to:

- provide training for use of Outreach Tools; and
- assist in data aggregation and analysis for appropriate Outreach Tools.

For each Section included in a Proposal, the Respondent must include the following:

Provide a detailed description of how the Respondent will fulfill the requirement to perform the services detailed in each Section and how the proposed strategies will comply with the AFH.

Timeliness is of utmost importance in providing services in connection with this RFP. Include information regarding Respondent's proposed timelines including, at minimum, the ability to meet included deadlines.

Include the type of technology proposed to be used and any requirements associated with such technology for which MHDC may need to make preparations, adjustments or purchases such as bandwidth capacity or software licensing.

All data, reports or documentation should be developed and submitted in a useable format. For example, data should be submitted in a format that would allow import, export or manipulation of such data for future use. Likewise, reports, handbooks or other written materials should be developed in an editable format. Include information about the format of proposed data, reports or documentation in connection with performing professional services of each Section.

Include details about what type of information, interaction, assistance, data, or labor would be expected from MHDC. Unless otherwise specified in the Proposal, the Provider is expected to furnish all material, labor, facilities, equipment, and supplies necessary to perform the professional services under this RFP.

Include details about any travel expected in connection with the Proposal.

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 information, qualifications and experience are required and details of each must be included in Proposals:

- Evidence of good standing with the State of Missouri and Federal Employer Identification Number;
- 2. Office location(s), employees and presence within the State of Missouri;
- 3. Working knowledge of the AFFH Rule and requirement for completion of an AFH.
- 4. Working knowledge of the housing industry including sub-categories such as housing affordability, barriers to fair housing, economic development, transportation, education, disabled populations, and social services.
- 5. Adequate insurance coverage including:

- a. General liability;
- b. Automobile liability; and
- c. Workers' compensation and employer's liability.
- 6. Compliance with federal and state employment law as it pertains to undocumented workers.

List the Respondent's qualifications and experience for the organization as a whole and for the responsible staff member(s) proposed to be involved in the performance of the Contract.

Provide a list of previous work experience that is comparable to the work proposed in Respondent's Proposal.

Provide a detailed description of why Respondent is best qualified to engage in the Proposal activities.

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 qualification and experience information for the third-party contractor or joint venture member.

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 minorities and/or women and the percentage of persons employed by the Respondent organization that are minorities and/or women.

#### PRICE PROPOSAL

A Provider shall be paid in accordance with the final negotiated pricing stated in the Contract. The Provider shall not be reimbursed for any travel expenses or other expenses beyond those included and authorized in the Contract.

Travel related expenses exceeding the rates approved by the Office of Administration Travel Regulations and Contiguous US Per Diem Rates (CONUS) are unacceptable.

Proposals must delineate fixed prices. The fixed fee price shall be inclusive of all expenses; travel, insurance, scheduling, support and report preparation, and other costs and expenses as well as any other requirements listed in this RFP.

The following cost breakout must be completed individually for each Section included in the Proposal. Items 1-5 must be completed for each Section to which Provider is responding in the Proposal. If items 1-5 are not complete for each applicable Section, the Proposal will be considered incomplete and the Proposal will not be accepted.

#### Items:

- 1. Description of Service(s)
- 2. Number of persons
- 3. Total number of hours
- 4. Total cost for services
- 5. Maximum cost charged

#### 6. Minimum cost required (if applicable)

Description of Service(s)	Number of Persons	Total Number of Hours	Total Cost of Service(s)
Total:			

Maximum Cost: \$	
Minimum Cost (if applicable): \$	

# 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:

#### **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.

The Respondent must also identify potential Identities of Interest.

# **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.

#### Litigation, Investigations and Regulatory Proceedings

Provide a summary of all inquiries, investigations or civil litigation initiated, in progress or closed by any federal or Missouri agency during the past three years regarding the conduct of your firm, your firm's management or personnel. Describe with specificity those actions taken against your firm or any employees of the firm resulting in fines, suspensions, censure, or similar resolution. Provide a summary of any criminal inquiries, investigations, indictments or convictions against your firm or any employee of your firm (in connection with the employee's work responsibilities for the firm) initiated, in progress or closed. Provide a summary of any civil litigation initiated, in progress or closed during the past three years involving the firm or any employee's work responsibilities for the firm. Failure to respond fully to this question or to refer to public filings rather than provide the information directly may result in disqualification. If necessary, responses to this question may be included as a separate appendix to the proposal.

# 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.

#### **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, Katherine (Katie) 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 and participating in a federal work authorization program such as E-Verify.

#### **Ownership Information**

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 these requirements or any other requirements or restrictions imposed by the Standards of Conduct may be directed to the Commission's General Counsel, Katherine (Katie) Jeter-Boldt, by phone at 816-759-6835 or email at kjeterboldt@mhdc.com.