

# REQUEST FOR QUALIFICATIONS AND PROPOSALS TO PROVIDE INSPECTION SERVICES

**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 4:30 p.m. on Friday, December 28, 2012

## **SUBMIT RESPONSES TO:**

Tina Beer  
Director of Operations  
Missouri Housing Development Commission  
3435 Broadway  
Kansas City, Missouri 64111  
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## **INTRODUCTION**

This document is a Request for Qualifications and Proposals (“RFP”) to provide inspection services. The goal of this RFP is to identify one or more qualified inspectors (“Inspector”) to contract with the Missouri Housing Development Commission (“MHDC”) and/or MHDC’s Business Partners to perform inspections of affordable housing developments. Through on-site inspections, the Inspector will examine the physical condition of developments, examine owner- or management-generated documents, and report findings to MHDC or to MHDC Business Partners through reports and regular communication.

## **PURPOSE**

The purpose of this RFP is two-fold: to determine qualifications of Respondents for inclusion on a list of MHDC-Approved Inspectors, and to invite proposals from Respondents to provide Inspection Services directly for MHDC.

## **LIST OF MHDC-APPROVED INSPECTORS**

MHDC intends to review Proposals received hereunder to evaluate the qualifications of Respondents and develop a list of MHDC-Approved Inspectors for distribution to and use by MHDC Business Partners. Specifically, a goal of this RFP is to provide MHDC Business Partners with a list of MHDC-Approved Inspectors from which they may select for purposes of entering into a business relationship or agreement to perform Inspection Services and provide reports acceptable to MHDC. Any such agreement or business relationship entered into between an MHDC-Approved Inspector and an MHDC Business Partner shall be an agreement or business relationship solely between such parties and MHDC shall not determine or enforce any terms or obligations of any such agreement or business relationship, with the exception of the use of prescribed inspection forms. By virtue of its signed Proposal to this RFP, the Respondent agrees that, in the event it is selected as an MHDC-Approved Inspector, it will enter into good faith negotiations with MHDC Business Partners to provide such services.

## **INSPECTION SERVICES CONTRACT WITH MHDC**

MHDC also invites Proposals for the purpose of contracting directly with MHDC to provide Inspection Services for MHDC on an as-needed basis. From time to time, MHDC may need inspections completed on its behalf in order to meet deadlines, scheduling conflicts or other purposes necessary or reasonable for the efficient administration of business. Any Respondent selected as an Inspector to perform Inspection Services directly for MHDC 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 an Inspector for an Inspection 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 Proposal, and any additional provisions required by MHDC into any Inspection Contract(s) awarded. Any Respondent selected to proceed toward an Inspection Contract with MHDC will be required to include in any such Inspection 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 Inspection Agreement shall become effective on the date it is fully executed by MHDC and the Inspector.

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

## **PROPOSALS**

Respondents may submit Proposals:

1. To be considered for inclusion on an MHDC-Approved Inspector list to be distributed to and used by MHDC Business Partners;
2. To be considered as an Inspector to provide inspection services directly to MHDC and to contract directly with MHDC; or
3. To be considered for inclusion on an MHDC-Approved Inspector list to be distributed to and used by MHDC Business Partners and to be considered as an Inspector to provide inspection services directly to MHDC and to contract directly with MHDC.

## **MISSOURI HOUSING DEVELOPMENT COMMISSION OVERVIEW**

MHDC was established in 1969 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 Revised Statutes of Missouri, as amended and supplemented.

MHDC administers funding to finance the purchase of single family homes for owner occupancy, to finance the construction and rehabilitation of affordable rental housing for moderate- and low-income Missourians, and to provide housing services. Funding is available through a combination of grants, tax credits, sale of bonds, and loans. Sources include the federal Low Income Housing Tax Credit, Missouri Low Income Housing Tax Credit, HOME Investment Partnership Program, federal Risk-Share insurance, Affordable Housing Assistance Program, proceeds of bond sales, Trust Fund, and MHDC's own general fund balances. MHDC's activities are governed by the laws and regulations of each particular funding source and by MHDC policy. In addition to administering funding, MHDC provides compliance oversight of affordable housing developments located throughout the State of Missouri including inspection services.

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

### **DEFINITIONS**

#### **Inspection Agreement**

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

### **Best Value Contracting**

The award of an Inspection Agreement to one or more qualified 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.

### **Inspector**

Inspector refers to any organization or individual performing inspection services in connection with an Inspection Agreement 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 Inspector and parties associated with the affordable housing development to be inspected, including but not limited to owners, developers, investors, managers or other parties having a financial or familial interest in such property.

### **MHDC-Approved Inspector**

MHDC-Approved Inspector refers to any organization or individual approved by MHDC to perform inspection services and which does provide such inspection services at the request of an MHDC Business Partner, the cost of which shall be paid by such MHDC Business Partner.

### **MHDC Business Partner**

MHDC Business Partner refers to any organization or individual that is an owner, developer, investor, manager or other person or entity related to an affordable housing development over which MHDC provides or has provided compliance oversight.

### **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.

### **Project**

Project refers to any development over which MHDC provides compliance oversight.

### **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 person or 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 Inspectors 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 one or more Inspector(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.

### **ADVERTISING AND PUBLICITY**

Respondents and Inspectors may not issue any news release or otherwise seek publicity regarding this RFP. No Respondent or 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 any Inspection Agreement. 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.

### **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 Inspectors based on Best Value Contracting.
4. Enter into negotiations and subsequently enter into an Inspection Agreement with an Inspector or enter into multiple Inspection Agreements with multiple Inspectors.
5. Choose not to award any Inspection Agreement.
6. Select one or more Respondents to be included on a list of MHDC-Approved Inspectors which list may be distributed to or otherwise made available to MHDC Business Partners.
7. Reject any or all Proposals or Respondents for purposes of inclusion on a list of MHDC-Approved Inspectors.
8. Add to, delete, modify or enlarge this RFP including any specifications and/or statement of work, or terms or conditions.
9. Modify the terms and conditions of any proposed or executed Inspection Agreement.
10. Cancel or withdraw this RFP without the substitution of another RFP, or alter the terms and conditions of this RFP.
11. Conduct credit checks and investigations as to the qualifications of each Respondent at any time prior to the award of an Inspection Agreement.

12. Extend deadlines or otherwise modify the required schedule, at its sole discretion.

## OTHER CONDITIONS

### 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, 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 Inspectors

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 an Inspection Agreement 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. Any such waiver will be granted to all Inspectors awarded an Inspection Agreement pursuant to this RFP.

### Certifications

Respondents 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 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 an Inspection Agreement or to influence the decision to modify or negotiate any term contained in any such Inspection Agreement, or to influence the decision to include the Respondent on a list of MHDC-Approved Inspectors; 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.

## **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 Inspection Agreement. 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 [tbeer@mhdc.com](mailto:tbeer@mhdc.com).

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

**NOTICE:** 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 3435 Broadway, Kansas City, Missouri no later than 4:30 PM (Central) on December 28, 2012. Proposals submitted after 4:30 PM (Central) on December 28, 2012 will not be accepted. A Proposal is considered submitted to MHDC when it is actually physically received by MHDC at 3435 Broadway, Kansas City, Missouri 64111.

#### **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 [www.mhdc.com/rfp/](http://www.mhdc.com/rfp/).

## **Anticipated Timetable**

RFP Release Date: **Monday, December 3, 2012**

Final date for submission of requests for additional information: **Monday, December 17, 2012**

Proposal Due Date: **Friday, December 28, 2012 at 4:30 PM (Central)**

## **PROPOSAL PREPARATION**

### **MANDATORY PROPOSAL SECTIONS**

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

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

Respondents are 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 INSPECTION SERVICES**

MHDC requires each of the following: The physical inspection and documented condition of all buildings, all units, grounds, community space, all work and storage areas, mechanical rooms, laundry areas, trash storage areas, etc. MHDC uses the Uniform Physical Conditions Standards (UPCS) as established by HUD for classifying inspection findings. The Inspector will complete the form C-19 Physical Inspection Field report, a copy of which is attached hereto and made a part hereof by reference.

Provide a detailed description of how the Respondent will fulfill the 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:

1. Evidence of good standing with 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 standards set forth in the Dictionary of Deficiency Definitions Version 2.3 for Real Estate Assessment Center System (REACS) and Physical Assessment Subsystem (PASS) and the appropriate application of such definitions for completion of a comprehensive Uniform Physical Condition Standards inspection.
4. 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;
5. Adequate insurance coverage including:
  - a. General liability;
  - b. Automobile liability; and
  - c. Workers' compensation and employer's liability.
6. Compliance with employment law as it pertains to undocumented workers and use of E-Verify. **Note:** Each Respondent to this RFP must provide MHDC with an affidavit stating that the Respondent does not employ any person who is an unauthorized alien in conjunction with the contracted services, and that the Respondent is enrolled in and participating in a federal work authorization program with respect to the employees working in connection with the contracted services. This affidavit must be updated and executed again at the time the engagement of the selected Respondent is memorialized in a contract. Furthermore, prior to execution of any contract contemplated herein, the Respondent must provide evidence of participation in a federal work authorization program. Questions regarding this requirement may be directed to the Commission's Legal Department by phone at (816)759-6624. A sample affidavit is attached to this RFP as Exhibit "A".

List the Respondent's qualifications and experience for the firm as a whole and for each staff member proposed to be involved in the performance of the proposed Inspection Agreement. Include details regarding each item listed above as required qualifications and experience.

Provide a list of projects upon which the Respondent has completed inspection services including identification of project size, type and location; Respondent's role in providing inspection services such as owner, manager, third-party inspector or other role; name of the contracting entity if applicable; 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 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 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**

With regard to entering into an Inspection Agreement to provide inspection services directly to MHDC for a term of three years, provide a price proposal that delineates a firm fixed price, per development, based on the UPCS inspection standards and development size. The fixed fee price shall be inclusive of all expenses; travel, insurance, scheduling, support and report preparation, and inspection as well as any other requirements listed in this RFP.

With regard to providing inspection services to MHDC Business Partners as an MHDC-Approved Inspector for a period of three years, provide pricing information delineating fees and costs to be invoiced to MHDC Business Partners for performance of such inspection services including the maximum amount per inspection as a flat fee based on property size, number of units to be inspected, and other inspectable areas, and the type or size of MHDC Business Partner entity such as whether the organization is a non-profit organization.

## **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:

### **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.

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 or compliance of affordable multifamily housing in the state of Missouri, i.e., owners, developers, managers, project architects, contractors, subcontractors, suppliers, vendors, and third-party investors. MHDC will not contract with an Inspector for a particular Project for which there is an identity of interest between the Inspector and the owner, developer or manager of a Project.

### **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.

# Workforce Eligibility Affidavit

State of Missouri )  
 ) ss  
County of \_\_\_\_\_ )

The undersigned does, by his/her oath solemnly swear and affirm that he/she is the \_\_\_\_\_ [title] of \_\_\_\_\_ [company name] and as such officer or agent of such entity I am duly authorized to make this affidavit on behalf of said entity. On behalf of such entity and pursuant to the authority recited herein, the undersigned does further solemnly swear and affirm and that said entity:

**CHECK ONE**

1. Is enrolled and actively using the E-Verify system,  
2. Does not knowingly employ any person who is an unauthorized alien, and  
3. Certifies that all its employees are lawfully present in the United States;

OR

1. Is not an employer and does not have any employees,  
2. Certifies that any independent contractor and subcontractors of such independent contractor paid for labor performed in connection with the above named MHDC development are properly classified as independent contractors and should not be classified as employees,  
3. Certifies that any independent contractor and subcontractors of such independent contractor paid for labor performed in connection with the above named MHDC development are not unauthorized aliens and are lawfully present in the United States,  
4. Certifies that if, at any time, it does employ any employees, it will immediately enroll and begin actively using the E-Verify system and will not knowingly employ any person who is an unauthorized alien and that all such employees it does hire will be lawfully present in the United States.

The undersigned affirms, under penalty of perjury, that all statements made herein are true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

**EXHIBIT A**

