

REQUEST FOR PROPOSAL:

**Training Services For
Section 3 Eligible Residents
And Businesses In the
Construction Industry**

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1 Introduction

This document is a Request for Proposal (“RFP”) to provide construction related training services for Section 3 qualified residents and contractors on behalf of the Missouri Housing Development Commission (“MHDC”).

The Section 3 regulation found in 24 CFR 135) was established by the U.S. Department of Housing and Urban Development ("HUD") to provide economic opportunities, in the means of subcontracts, jobs and training, to all residents and businesses classified to be of low to very low income status residing within the general proximity of a federally funded project. Its primary goal is to foster local economic development, neighborhood economic improvement and individual self-sufficiency (“Section 3”). Because of its participation in federally-funded programs, MHDC is subject to Section 3 and is responsible for its implementation.

The goal of the RFP is to identify qualified individuals or businesses to contract with MHDC to perform certain services to assist MHDC in the implementation of a Section 3 training program.. The winning Respondent(s) will (a) develop, provide, and implement a program through which residents and contractors can receive training for participation in developments for which Section 3 is required, said training to include various administrative skills that would be typical of those needed for businesses to bid construction jobs.

The RFP is divided into the following sections: Introduction, Overview, Terms and Conditions Governing This RFP, Instructions to Respondent, Proposal Preparation, Appendix A – Scope of Work, Appendix B – Qualifications, and Appendix C – Standards of Conduct.

2 Missouri Housing Development Commission Overview

MHDC is a body corporate and politic of the state of Missouri created pursuant to Chapter 215 of the Revised Statutes of the state of Missouri (the “Act”). 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 (the “HFA”). The powers of the Commission are set forth in the Act and include the ability to do all things necessary to fulfill its mission.

The Commission consists of the Governor, the Lieutenant Governor, the State Treasurer, the Attorney General and six additional members selected by the Governor with the advice and consent of the Senate. The Act requires the members selected by the Governor to be individuals knowledgeable in the areas of housing, finance or construction. As the State’s HFA, MHDC is responsible for establishing the State’s housing policy and directing, coordinating and administering its housing programs. MHDC provides low interest loans and down payment assistance to first-time homebuyers, provides money to repair a home or remove hazardous material such as lead paint and asbestos, and assists developers in building affordable apartments through a variety of financing programs.

The Commission's purpose is summed up in its mission statement: "The Commission is dedicated to strengthening communities and the lives of Missourians through the financing, development and preservation of affordable housing." Our mission encompasses more than just the development of the physical structure, but includes the establishment of a home, which includes the people within and the community surrounding them.

3 Terms and Conditions Governing this RFP

3.1 Definitions

As used in this RFP:

3.1.1 Agreement, Program, and Contract

Agreement, Program, and Contract refers to the formal contracted business arrangement by and between MHDC and the Respondent(s) and incorporates all the products, terms, conditions, and costs specified in the contract.

3.1.2 Respondent

Respondent refers to any company or individual submitting a response to this RFP.

3.1.3 Identity of Interest

Identity of Interest refers to any relationship which would give the Respondent or its agent control or influence over the owner, developer, contractor, subcontractors, or suppliers. 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) the owner, developer, contractor, subcontractor, or supplier; or (2) a person who directly or indirectly controls 10 percent or more of the contractor's, subcontractor's or supplier's voting rights, or directly or indirectly owns 10 percent or more of the contractor, subcontractor or supplier; or,

2. When (1) the 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 the management agent; or (2) a person who directly or indirectly controls 10 percent or more of the management agent's voting rights or directly or indirectly owns 10 percent or more of the management agent. For purposes of this definition, the term "person" includes any individual, partnership, corporation, or other business entity. Any ownership,

control or interest held or possessed by a person's spouse, parent, child, grandchild, brother or sister shall be attributed to such person.

3.1.4 MHDC

MHDC refers to the Missouri Housing Development Commission.

3.1.5 Project

Project refers to a single multifamily development within the state of Missouri which has received construction and/or permanent financing from MHDC.

3.1.6 Proposal

Proposal refers to the complete response submitted by the Respondent as a result of this RFP.

3.1.7 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, and promulgated subsequent to the distribution of this document.

3.1.8 Must, Will, and Shall

The use of the terms "must", "will", and "shall" indicate mandatory items and instructions that the Respondent is to include or comply with. Unless specifically and otherwise stated, the terms grouped together within each of the numbered subparagraphs above are used interchangeably throughout this document; no intended meaning is associated with the use of one particular term or another.

3.2 Notice Regarding Proposals Submitted to MHDC

Proposals received in response to this RFP shall become public information and will be available to any individual or organization. No proposals or associated documentation will be returned.

3.3 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.

3.4 Advertising and Publicity

The Respondent 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.

3.5 Costs and Liability

This RFP does not commit MHDC to enter into an agreement with the selected Respondent(s). The Respondent shall be responsible for any costs incurred in the preparation of Proposals. MHDC reserves the right to accept or reject any or all Proposals or offers made in response to this document.

3.6 Rights of Missouri Housing Development Commission

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

1. To reject any and all bids, to seek additional bids, to enter into negotiations and subsequently contract with more than one Respondent.
2. To select the successful Respondent on the basis of the Proposal meeting requirements established by MHDC and not necessarily the lowest price. If no Respondent successfully meets the criteria outlined, MHDC reserves the right not to award any contract(s).
3. To 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 contract, and acknowledges an attendant and corresponding adjustment in the bid price.
4. To cancel or withdraw this RFP without the substitution of another RFP, or alter the terms and conditions of this RFP.
5. To conduct credit checks, reference checks, and investigations as to the qualifications of each Respondent at any time prior to the award of a resultant agreement. Publication of this RFP and the receipt of Respondent Proposals in no way obligates MHDC to contract for any service with any respondent to this RFP.
6. To alter (within reason) the required schedule at its sole discretion.
7. To modify specific contractual terms and conditions in this document prior to execution.

3.7 Other Legal Conditions

3.7.1 Contractual Arrangement

By virtue of its signed Proposal to this RFP, the Respondent agrees that, in the event it is selected 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 its Proposal the reason(s) for taking any such exceptions.

3.7.2 Notice Regarding Distribution of Questions and Answers

NOTICE: All questions submitted to MHDC by any Respondent regarding this RFP and the corresponding answers will be provided to each Respondent. MHDC will honor any request by a Respondent for a question(s) to be kept confidential; MHDC reserves the right not to answer any such question that is deemed in MHDC's sole discretion to provide the questioning Respondent with an unfair competitive advantage. If MHDC answers the question, the question and the answer will be provided to all Respondents.

3.7.3 Interviews, Discussions and Negotiations with Respondents

The Respondent's 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 award 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 original proposal.

3.7.4 Waivers

The Executive Director or his delegate(s) may at any time waive any requirements imposed in this RFP or by any MHDC regulation when failure to grant the waiver will result in an increased cost to MHDC and the requirement waived would be waived for all Respondents for this RFP, and it is in the best interest of MHDC to grant the waiver. MHDC reserves the right to waive any irregularities and/or formalities as deemed appropriate.

3.7.5 Certifications

1. MHDC insists that respondents fully comply with the pertinent provisions of Chapter 105 and Chapter 130 of the Missouri Revised Statutes in connection with its submission to this RFP. These Chapters address Conflicts of Interests and Campaign

Finance Disclosure Laws respectively. Further, respondents to the RFP will comply with MHDC's Standards of Conduct, attached hereto and incorporated herein as Appendix C.

2. Include a letter from your Chief Executive Officer or Firm Managing Partner certifying that:

a. No member of your firm will make any inquiry except as noted in ¶4.2.2 until after **May 20, 2008**,

b. All information in your proposal is true and correct to the best of her/his knowledge,

c. No member of your firm gave anything of monetary value or promise of future employment to a Commission employee or Commissioner, or a relative of the same, based on any understanding that such person's action or judgment will be influenced, and

d. In connection with the response to the RFP, the firm has fully complied with Chapter 105 and Chapter 130 of the Revised Statutes of Missouri and MHDC's Standards of Conduct.

4 Instructions to Respondent

4.1 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 regarding Proposal construction, deadlines, preparation and presentation of pricing information, and the terms and conditions of the proposed arrangement. Submitted Proposals are acceptable only if accompanied by a formal letter of transmittal that is signed by an authorized representative of the Respondent. All questions and requested information shall be ***fully and completely addressed*** in Respondent's Proposal. Failure to meet any of the aforementioned requirements may eliminate the respondent from consideration.

4.2 Proposal Submissions

4.2.1 Number of Copies and Media

Each Respondent must submit three (3) executed hard copies of its Proposal and one (1) compact disc containing the text of its Proposal in Microsoft Word or Adobe format.

4.2.2 Delivery Instructions/MHDC Point of Contact

All Proposals submitted in response to this RFP, including requests for additional information, questions, contract drafts, etc., will be processed through the designated

MHDC employee who is named below. **All** communications regarding this RFP **must** be submitted in writing or via email to the following address:

Missouri Housing Development Commission
3435 Broadway
Kansas City, MO 64111

The MHDC point of contact for this RFP is:

Janell Thome, Director of Rental Production

Email Proposals must be delivered to:

jthome@mhdc.com

Hand delivered Proposals must be delivered to:

Janell Thome, Director of Rental Production
Missouri Housing Development Commission
3435 Broadway
Kansas City, Missouri 64111

NOTICE: No verbal questions will be answered. All questions and inquiries must be in writing as noted above.

Any deviation from these instructions may be cause for disqualification of the responsible Respondent's Proposal.

4.2.3 Authorized Representative/Validity

All Proposals must be signed by an official authorized to bind the Respondent, and shall contain a statement to the effect that the Proposal is a firm offer which will remain valid for a minimum period of ninety (90) days.

4.2.4 Deadline for Submission of Proposals

Proposals are due at the above addresses no later than 4:00 PM (Central Daylight Savings Time) on the "Proposals due at MHDC" date set forth in "Critical Dates" below. Proposals received after this time will not be accepted.

4.2.5 Extensions of Proposal Deadlines

If MHDC grants an extension to the deadline date, notice will be posted on its website, www.mhdc.com.

4.2.6 Critical Dates

The critical milestone dates leading up to receipt of Proposals against this RFP are as follows:

<u>May 6, 2008</u>	RFP released to potential Respondents
<u>May 13, 2008</u>	Last business day to accept Respondents' written questions submitted to MHDC.
<u>May 20, 2008</u>	Proposals due at MHDC no later than 4:00 PM Central Daylight Savings Time
<u>May 30, 2008</u>	MHDC's decision will be announced no later than this date.

5 Proposal Preparation

5.1 Mandatory Proposal Sections

Respondent's Proposal shall include, at a minimum, the following mandatory, separate sections:

- Section 1: Proposed Services**
- Section 2: Qualifications and Experience**
- Section 3: Price Proposal**

Respondents are invited to include additional information or sections in the Proposal such as, for example, an executive summary or example of previous work

5.2 Proposed Respondent Services

Provide a detailed description of the Respondent 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. 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. 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.

5.3 Qualifications

List the qualifications for the firm and for each staff member proposed to be involved in the performance of the proposed 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.

5.4 Experience

State the number of years the firm and the individuals assigned to this matter have provided training services and the number of years' experience in the related field for which you propose to provide the training services. In the event the Respondent contemplates utilizing a third party or a joint venture arrangement to fulfill a portion of this contract, please provide the information required in 5.6.1 for the third party or joint venture member. Specifically state the firm's or individual's involvement in the training related activities.

5.5 Price Proposal

Using Appendix A as the detailed guide, provide a Price Proposal with a detailed fee structure that delineates the following costs for a period of one year:

1. Cost of providing a training program that will result in businesses and individuals having knowledge to submit qualified bids and solicit jobs related to construction for the projects covered by Section 3. This cost should include, but not be limited to, a classroom meeting place, instructors, and material essential to successfully conducting the training.

5.6 Proposal of Terms, Conditions and Other Requirements

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

5.6.1 Respondent 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 parties, or affiliates. Lien releases will be required prior to payment for third-party consultants and managing joint venture members receiving remuneration from the contracting entity rather than direct payment from MHDC.

The Respondent must also identify potential identities of interest by listing all affiliations or common ownership interests with entities that are involved in the production of affordable multifamily housing in the state of Missouri, i.e., owners, developers, contractors, subcontractors, or suppliers.

5.6.2 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.

5.6.3 Contract Provisions

Provide a complete set of proposed contract provisions for this RFP.

5.6.4 Special Contract Requirements

A contract resulting from this RFP will include provisions regarding the terms and conditions. MHDC reserves the right to add further provisions to the contract as they are identified as additional requirements of the MHDC scope of work. These provisions can include contractual requirements as identified by MHDC Rental Production staff. The staff, employees, independent contractors and all subcontractors must be legal workers in the United States under all federal and state law and the contract will reflect this requirement.

5.6.5 Evaluation of Services Proposed

The evaluation of the services proposed will take place at the MHDC site. 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 with Section 3 residents and contractors which are the focus of the Proposal;
4. Established history in the fields for which the training will be conducted;
5. Knowledge and understanding of 24 CFR 135; and
6. Cost and pricing.

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

1. A Respondent selected to provide Section 3 training services, in addition to the requirements set forth in Section 1 above, is required to:
 - a. Market the training services to the public being served by Section 3.
 - b. Provide professional training for potential subcontractors.
 - c. Provide MHDC with a copy of its training program and syllabus.
 - d. Provide a MHDC with a list of all individuals that complete the training program.

2. The training program should include, but is not limited to, instruction for:
 - a. Reading plans and specifications to submit qualified bids for construction work
 - b. Preparation of reports, including payroll for Davis Bacon and non-Davis Bacon jobs, and pay applications.
 - c. Understanding OSHA
 - d. Concepts of multifamily and single family development.
 - e. Basic business procedures for a small contractor, including the business structure, operating funds, tax consequences, division of company from personal assets, licensing requirements.
 - f. Payment/Performance Bonds and Letters of Credit requirements.
 - g. Basic marketing skills such as networking procedures, sales techniques, and resumes.

**APPENDIX B:
RESPONDENT QUALIFICATIONS**

RESPONDENT QUALIFICATIONS

A Respondent responding to this RFP must demonstrate the following qualifications:

1. Evidence of good standing with the State of Missouri and Federal Employer Identification Number;
2. Working knowledge of the following standards or documents;
 - a. 24 CFR 135;
 - b. Construction Contract bidding practices;
3. Experience with MHDC-financed developments and issues related to compliance with requirements of various federal financing programs such as HOME, Risk-Share, and project-based Section 8 housing assistance.
4. Adequate insurance coverage;
 - a. General liability
 - b. Automobile liability
 - c. Workers' compensation and employer's liability

**APPENDIX C:
MHDC'S STANDARDS OF CONDUCT**

STANDARDS OF CONDUCT
FOR COMMISSIONERS AND EMPLOYEES OF THE
MISSOURI HOUSING DEVELOPMENT COMMISSION

MHDC's POLICY OF SERVICE AND INTEGRITY

The commissioners and the employees of the Missouri Housing Development Commission hold their respective positions with MHDC as a public trust for the benefit of the people of the State of Missouri. Honesty, integrity, and a spirit of public service are the hallmarks of that trust. Accordingly, in all matters related to MHDC, its commissioners and employees are to conduct themselves in a manner that places duty to the people of Missouri, as the intended beneficiaries of MHDC's actions, above their own personal interests. Commissioners and employees of MHDC should avoid conflicts between their duties to MHDC and their own personal interests. Where the potential for such conflict exists, MHDC's commissioners and employees should identify such situations, disclose the potential conflict to the appropriate person or persons, and take whatever steps may be warranted by the situation, up to and including recusing themselves from decision-making or action pertaining to the situation.

PRINCIPLE PROVISIONS

1. Commissioners and employees shall comply with federal and state laws including specifically the provisions of Chapter 105, RSMo, and in particular, sections 105.450 through 105.496, RSMo., which govern the conduct of public officers and employees. Those sections are expressly incorporated within these standards of conduct by reference. To the extent any provisions in these standards of conduct conflicts or is inconsistent with a provision of Chapter 105, RSMo, commissioners and employees should adhere to Chapter 105, and will not violate these standards if they have complied with Chapter 105.
2. Commissioners and employees shall adhere to all laws providing equal opportunity to all citizens, clients of MHDC, and persons who do business with MHDC. Commissioners and employees shall not engage in any form of harassment or discrimination, including harassment or discrimination on the basis of race, color, religion, national origin, ancestry, sex, age or disability either at the workplace or in any context dealing with MHDC business.
3. Commissioners and employees shall conduct the business of MHDC in a manner which inspires public confidence and trust.
4. Commissioners and employees shall act impartially and neither dispense, nor accept special favors or privileges that improperly influence the performance of their official duties.

5. Commissioners and employees shall not improperly disclose confidential information gained by reason of their public position.
6. Commissioners and employees shall to the best of their ability protect and conserve MHDC property.
7. Commissioners and employees shall not knowingly engage in business with MHDC or state government, hold financial interests, or engage in outside employment when such actions are inconsistent with the conscientious performance of their official MHDC duties.
8. Commissioners and employees shall not attempt to improperly influence MHDC decisions in matters relating to prospective employers with whom employment has been accepted or is being negotiated.
9. Commissioners and employees shall not knowingly purchase or sell MHDC securities unless they comply completely with all federal and state securities law.
10. Commissioners and employees shall not knowingly invest in businesses that transact business with MHDC unless they fully disclose the nature of their investment and recuse themselves from any aspect of MHDC decision-making regarding the business in question.
11. Commissioners and employees shall not solicit, accept or retain any personal benefit, gift, favor, service, loan, fee, bribe, kickback or other compensation (collectively, "consideration") in exchange for taking any action or refraining from taking an action in their capacity as a commissioner or employee of MHDC.

Commissioners and employees may accept gifts of unsolicited items of de minimis market value or gifts that, from a reasonable person's standard, are clearly motivated by a family relationship or personal friendship between the giver and receiver, even if the giver has a business relationship with MHDC. However, this authorization is not an exception to the prohibition on receiving consideration in exchange for taking or refraining from taking an action in one's capacity as a commissioner or employee of MHDC.

With respect to travel related to MHDC business, commissioners and employees may accept payment of travel and lodging expenses and meals in connection with speaking engagements, conferences, conventions, association meetings, or similar functions if accepting such payment is in the best interest of MHDC. Employees should disclose such arrangements to the executive director before their acceptance. However, this authorization is not an exception to the prohibition on receiving consideration in exchange for taking or refraining from taking an action in one's capacity as a commissioner or employee of MHDC.

12. Commissioners and employees who run for elective office may accept campaign contributions that are lawfully made, recorded and disclosed pursuant to applicable federal and state laws. However, this authorization is not an exception to the prohibition on receiving

consideration in exchange for taking or refraining from taking an action in one's capacity as a commissioner or employee of MHDC.

13. Commissioners and employees shall file all financial disclosure statements required by law with the appropriate agencies who record such disclosures.

14. Commissioners and employees shall strive to avoid situations creating the appearance that they are violating any of the standards of conduct set forth in this document.

15. Commissioners who are unsure whether taking action or refraining from action would violate any of the standards set forth in this document should seek guidance from appropriate sources. Employees who are unsure whether taking action or refraining from action would violate any of the standards set forth in this document should disclose the potential conflict to the executive director and the general counsel and abide by the executive director's directive.

16. Commissioners who violate the standards set forth in this document may be subject to appropriate and lawful action by the Commission, and, if warranted, will be reported to the Missouri Ethics Commission and/or appropriate law enforcement authorities. Employees who violate the standards set forth in this document may be subject to appropriate and lawful action by their supervisors, the Commission, and, if warranted, will be reported to the Missouri Ethics Commission and/or appropriate law enforcement authorities.

CONTACT WITH COMMISSIONERS AND EMPLOYEES

For noncompetitive matters pending before the Commission, interested parties may have contact with the commissioners or employees, if necessary, without having to adhere to any formal MHDC disclosure process. MHDC requests that such parties be cognizant and respectful of the limited resources, including time, available to the commissioners and MHDC's employees.

For any matter pending before MHDC, competitive or noncompetitive, commissioners and employees may contact anyone, including interested parties or agents of interested parties, in the course of investigating the matter for the purpose of either making a recommendation to the Commission or gathering information in order to exercise their best judgment in voting on the matter.

However, if an interested party has submitted a proposal, application, bid or response to a solicitation, request, notice or invitation to do so, for a competitive matter pending before the Commission, and that party desires to communicate with a commissioner or employee after the published response deadline for the purpose of lobbying the interested party's proposal, application, bid or response, the interested party or anyone acting at their direction or on their behalf (collectively or severally, the "interested party") may do so only by complying with the disclosure policy contained herein. Within 24 hours of contacting a commissioner or employee, the interested party must file a written notice of the contact with MHDC. The written notice will include a written description of any oral communication from the interested party to the commissioner or employee, and the written notice will include copies of any written or recorded

materials provided to the commissioner or employee. In addition, within 24 hours of filing the notice of contact with MHDC, the interested party will deliver, either in person, by facsimile, or electronic mail or through overnight courier, a copy of the notice (including any attachments) to each and every other party whose proposal, application, bid or response competes with the interested party's proposal, application, bid or response. Failure to file the notice with MHDC or failure to provide a copy of the notice filed with MHDC to any competitor may result in the disqualification of the interested party's proposal, application, bid or response, at the discretion of the Commission.

Furthermore, the period consisting of seven days prior to a scheduled Commission decision on a competitive matter shall be deemed the "quiet period." During the quiet period, interested parties shall refrain from initiating contact with commissioners to lobby their proposal, application, bid or response. Failure to honor the quiet period may, at the Commission's discretion, result in the disqualification of the interested party's proposal, application, bid or response.

