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REQUEST FOR PROPOSAL:

Construction Cost Estimation Services

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1 Introduction

This document is a Request for Proposal (“RFP”) to provide construction cost consultant services in Kansas City, St. Louis, and the Outstate regions of Missouri, for the Missouri Housing Development Commission (“MHDC”). The goal of the RFP is to identify qualified general contractors to contract with MHDC to provide an estimated cost of construction from pre-determined building plans and specifications for affordable housing in three aforementioned areas. The successful Respondent shall provide an initial cost estimate and an update estimate once a year, for three subsequent years, reflecting cost fluctuations prior to MHDC's funding cycle. The cost estimates produced by the Respondent(s) shall be used to establish a maximum construction cost benchmark for MHDC's use in evaluating applications for similar construction projects. Pricing for variables such as prevailing wage, Section 3 compliance, and Workforce Eligibility compliance shall be provided as well.

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, Appendix C –Standards of Conduct, Appendix D – Plans and Specifications, and Appendix E – Construction Cost Estimate and Breakdown.

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 and Contract

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

3.1.2 General Requirements

General Requirements include the following costs: supervision, field engineering, field office expenses, building permits, temporary facilities, all temporary utilities necessary to construct the project, tap fees, cleaning and rubbish removal, watchmen's wages, builder's risk insurance, bonding or cost of completion assurance, testing, cost certification, and miscellaneous equipment rental.

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, project architect, contractor, subcontractors, suppliers, vendors, or third-party investors. An identity of interest is construed to exist 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, project architect, contractor, subcontractors, suppliers; vendor or third-party investor; 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.

3.1.4 Kansas City, St. Louis, and Outstate

Kansas City, St. Louis, and Outstate refers to the counties that make up these geographic regions of the state of Missouri, as follows: (a) Kansas City is Cass, Clay, Jackson, Platte and Ray counties; (b) St. Louis is Franklin, Jefferson, St. Charles, and St. Louis counties, and, includes St. Louis City; (c) Outstate is all other counties (for the purpose of this exercise MHDC has determined that the representative outstate county shall be Pulaski County).

3.1.5 MHDC

MHDC refers to the Missouri Housing Development Commission.

3.1.6 Project

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

3.1.7 Proposal

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

3.1.8 Respondent

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

3.1.9 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.

3.1.10 Must, Will and Shall

The use of the terms “must”, “will”, and “shall” indicate mandatory items and instructions that Respondents are 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*

This RFP and the Proposals thereto constitute public information and therefore are subject to the requirements of Chapter 610 of the Revised Statutes of Missouri (the “Sunshine Law”) (available for review at <http://www.moga.mo.gov/statutes/C600-699/6100000020.htm>) which governs the disclosure of such information. Therefore, Respondents submitting Proposals should be aware that the information submitted, upon request, may be disclosed to the general public.

Proprietary and/or confidential information contained in the Proposal may be treated as confidential, and thereby separated, sealed and clearly marked as confidential within the Respondent’s proposal, if the Respondent requests that MHDC provide said treatment in writing and if MHDC agrees in writing that the material constitutes proprietary or confidential information. Material which Respondent considers to be proprietary or confidential must be clearly identified and the Respondent must include a brief statement which establishes that the material constitutes being designated proprietary or confidential. No Respondent shall submit its entire proposal as proprietary or confidential. Further, no Respondent shall submit any part of their proposal as proprietary or confidential unless the proprietary or confidential nature of the

material is provided for under the Sunshine Law. By submission of a Proposal, Respondent agrees that MHDC has the right, in their sole discretion, to determine what if any part of the Proposal is confidential and therefore excludable from distribution under the Sunshine Law.

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

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 and Contract. 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 the 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 Agreement and Contract.
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 Agreement and 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 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 obligate MHDC to enter into any Agreement and 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 of the Agreement and Contract.

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 for contract award by MHDC pursuant to this RFP, it will enter into good faith negotiations regarding a contractual arrangement with MHDC for the services being requested hereunder. MHDC, at its sole discretion, may incorporate any and all terms and conditions included in this RFP, the Respondent's 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 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. The contract award shall become effective on the date it is fully executed by MHDC and the Respondent, and shall remain in full force and effect until **October 31, 2011**. The Agreement and Contract shall include a provision which allows immediate termination of the Agreement and Contract if the Respondent is determined to have employed individuals who are not working in the United States legally. Respondent must also register for E-Verify as a condition precedent to MHDC execution of the Agreement and Contract.

3.7.2 Independent Contractor Relationship.

Nothing in this RFP or any Proposal or the Agreement and Contract shall be construed to create a relationship of employer and employee or principal and agent or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this RFP and the Agreement and Contract. Nothing in this RFP or the Agreement and Contract shall create any right or remedies in any third party.

The RFP or Agreement and Contract to be entered into is not intended to be, and will not constitute or otherwise recognize, a joint venture, partnership agreement or relationship, or formal business organization or association of any kind between the parties; and the rights and obligations of the parties shall be only those expressly set forth in this RFP and later formalized in the Agreement and Contract. The parties will agree that no persons supplied by the Respondent in performance of the Agreement and Contract are employees of MHDC and further agree that no right of MHDC's civil service, retirement, or personnel rules accrue to such persons. The Respondent shall have the total responsibility for all salaries, wages, workers' compensation insurance, unemployment compensation, bonuses, retirement, withholdings, other benefits, and all taxes and premiums appurtenant thereto concerning such persons shall hold MHDC harmless with respect thereto.

3.7.3 Submission of Questions

Respondents may submit their questions by email to Janell Thome, at jthome@mhdc.com; however, Respondents are encouraged to post any questions directly to the message board established specifically for this RFP (located at www.mhdc.com/rfp). Any questions received by email will be posted to the message board for all Respondents to view (unless deemed confidential pursuant to Section 3.2). ***All questions regarding this RFP must be submitted by August 15, 2008.***

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 posted to the message board. All questions must be in writing; no phone or verbal questions (other than those raised at the bidders' conference) will be addressed.

3.7.4 Discussions with Respondents

MHDC may conduct discussions with Respondents for the purpose of clarification or to address any matters pertaining to this RFP. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and the Proposal. Discussions will be limited to specific sections of the RFP identified by MHDC staff. If modifications to this RFP are made as a result of these discussions, it will be put in writing and posted for public view at www.mhdc.com/rfp.

3.7.5 Amendments to RFP

MHDC shall attempt to ensure that Respondents receive adequate and prompt responses to all questions and concerns. However, in order to maintain a fair and equitable RFP process, all known parties who have received this RFP shall be advised, via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the RFP (this notice shall only be provided to the entities which have signed up to receive updates on the message board referenced in 3.7.3). Therefore, Respondents are advised that, unless specified elsewhere in this RFP, any questions received by any method of communication after **August 15, 2008**, may not be answered.

Respondents are cautioned that the only official position of MHDC is that which is issued by this RFP or any amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal official response or statement.

MHDC monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among Respondents, price-fixing by Respondents, or any other anticompetitive conduct by Respondents which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.

3.7.6 Interviews, Discussions and Negotiations with Construction Cost Consultants

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.

3.7.7 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.

3.7.8 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 **September 19, 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 two (2) 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 communications regarding this RFP, including requests for additional information, questions, etc., **must** be submitted in writing or via email to the following address:

Missouri Housing Development Commission
3435 Broadway
Kansas City, MO 64111

The MHDC point of contact for this RFP is:

Janell Thome, Director of Rental Production, or jthome@mhdc.com

Hand delivered Proposals must be delivered to:

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

No Proposals will be accepted via email delivery.

NOTICE: No verbal questions, other than those raised at the bidders' conference, will be answered. All questions and inquiries must be in writing as noted in ¶3.7.3.

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 **4:30 PM (Central)** 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 the MHDC website www.mhdc.com/rfp.

4.2.6 Critical Dates

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

July 14, 2008	RFP released
July 18, 2008	Plans and specifications to be posted on-line (See Appendix D for additional information)
July 28, 2008	Non-mandatory bidders’ conference at MHDC offices at 1:00 p.m. <u>(St. Louis office will join Kansas City office by telephone conference)</u>
August 15, 2008	Last business day to accept Respondent’s written questions submitted to MHDC
August 22, 2008	Proposals due at MHDC no later than 4:30 PM Central Time

Dates for action following the receipt of Proposals are proposed as follows:

September 19, 2008	Commission approval of winning Proposal(s)
October 3, 2008	Due date for execution of contract(s)
November 3, 2008	Initial cost estimate(s) due to MHDC
October 1, 2009	Updated cost estimate(s) due to MHDC
October 1, 2010	Updated cost estimate(s) due to MHDC
October 1, 2011	Updated cost estimate(s) due to MHDC

5 Proposal Preparation

5.1 Mandatory Proposal Sections

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

Qualifications and Experience

Price Proposal

Proposal of Terms, Conditions and Other Requirements

If you are responding to this RFP, and wish to be considered for all three geographic areas of Missouri as set forth in the Introduction, please prepare a response containing a section for each set of plans to be bid for each area of the state.

5.2 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.

5.3 Experience

State the number of years the firm and the individuals assigned to this matter have been providing construction cost services and provide a list of previous experience including project identification, name of the firm, corporation, organization, or contracting entity, and start and end dates of service. In the event the Respondent contemplates utilizing third-party contractor or a joint venture arrangement to fulfill a portion of this contract, please provide the information required in 5.3 for the third-party contractor or joint venture member. Specifically state the firm's or individual's involvement in the estimation of construction costs of affordable rental housing.

5.4 Price Proposal

Using Appendix A as the detailed guide, provide a Price Proposal that delineates the following costs:

5.4.1. Estimation of Costs

Estimating the cost of building one or more of the following types of construction plans in one or more of the geographic areas (Kansas City, St. Louis, and Outstate Missouri):

- walk-up apartment buildings
- single family homes
- elevator apartment buildings

The Respondent must include a price for the initial cost estimation plus the additional cost of providing updates annually for each funding cycle for the following three years based upon cost fluctuations in the market. The Respondent must base the proposed price using two separate methods of delivering cost estimates: (a) utilizing an in-house or third-party cost estimator (identify the person[s] performing this function); and (b) bidding the Project plans and specifications with major subcontractors defined by MHDC as the mechanical, electrical, plumbing, all carpentry, and drywall contractors. If Respondent wishes to bid out any other work, please reflect which additional subcontractors were included in the Proposal. Whichever method of cost estimation is chosen by MHDC, the successful Respondent must use this method when providing the initial estimate and the three succeeding updates as set forth in Appendix A.

Respondents may submit proposals for any or all of the types of construction set forth above; however, each proposal must be separate and complete. MHDC reserves the right to request the successful Respondent(s) to provide the actual subcontractor bids as documentation to support the figures set out in the Construction Cost Estimate and Breakdown. The Construction Cost Estimate and Breakdown is not necessary for the

response to this RFP, but will be utilized in the final delivery of an estimate by the successful Respondent(s) by **November 3, 2008**.

5.4.2. Reimbursables

Reimbursable costs, itemizing the nature of potential reimbursables and the fee schedule with a proposed cap.

5.5 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:

5.5.1 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-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 of affordable multifamily housing in the state of Missouri, i.e., owners, developers, project architects, contractors, subcontractors, suppliers, vendors, and third-party investors.

5.5.2 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.

5.5.3 Evaluation of Services Proposed

The evaluation of the services proposed will take place at the offices of MHDC. A selection committee composed of MHDC staff (the "Committee") will evaluate the proposals and recommend a Respondent for selection by MHDC. The proposals will be evaluated under the following factors, in order of importance:

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

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

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

**APPENDIX A:
CONSTRUCTION COST ESTIMATION SERVICES
SCOPE OF WORK**

SCOPE OF WORK

A Respondent selected to provide construction cost consultant services for MHDC will be required to:

1. Be well-acquainted with MHDC design and construction standards as stated in the MHDC Architectural Procedures Manual, as amended, and the Qualified Allocation Plan, and follow those standards in the performance of the contract;
2. Be familiar with construction documents, i.e., plans, specifications, soils report, engineering documents, construction contract, etc.
3. Provide complete construction cost estimates based upon sets of plans and specifications ("Plans") which can be accessed as set out in Appendix D. The Plans represent new construction of: (a) row/walk-up apartments, (b) elevator building apartments, and (c) single-family houses. Construction estimates are to be based upon the cost of constructing the representative development according to the Plans in one or more of the following geographic areas: the Kansas City, St. Louis, and the Outstate regions of Missouri. MHDC recognizes that labor and material costs will differ in each of these areas.
4. Estimate General Requirements utilizing the costs identified in Section 3.1.2.
5. Break down the construction costs by providing a per square foot price and a per unit price.
6. Provide the additional costs associated with the payment of Prevailing Wages, employment of Section 3 individuals and/or business, and the enforcement of MHDC's Workforce Eligibility policies.
7. Present the cost estimate on the form of Construction Cost Estimate and Breakdown attached as Appendix E, accompanied by copies of bids for all trade work proposed by a subcontractor or material supplier as referenced in Section 5.4.1.
8. Compare the costs with the 2008 RS Means Cost Guide and explain any significant differences.
9. Provide updates to the construction costs annually for a period of three years following the initial estimate.
10. Be available to MHDC and to the Commissioners to address questions or concerns regarding the cost of construction, as issues may arise.

The successful Respondent's initial and updated cost estimates shall be utilized by MHDC as an underwriting reference when receiving and comparing applications for funding awards for the construction of affordable housing.

**APPENDIX B:
CONSTRUCTION COST ESTIMATION SERVICES
QUALIFICATIONS**

QUALIFICATIONS

A Respondent to this RFP must demonstrate the following qualifications for the firm and for each staff member proposed to be involved in the performance of the proposed construction cost consultant contract:

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 following standards or documents:
 - a. Construction codes as adopted by the government unit in which the development is located;
 - b. Local zoning ordinances;
 - c. The latest available editions of the International Building Code (2006), the International Plumbing Code, the International Mechanical Code, the International Residential Code, and the 2005 National Electrical Code;
 - d. The 2006 International Energy Conservation Code as published by ICC/CABO;
 - e. UFAS and ANSI 117.1;
 - f. The Fair Housing Act of 1968 and the Fair Housing Act Design Requirements;
 - g. The Architectural Barriers Act of 1968, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act and all latest revisions; and
 - h. The Lead Paint Poisoning Prevention Act, the Department of Housing and Urban Development Guidelines for the Evaluation and Control of Lead Based Paint in Housing, and the MHDC Lead Based Paint Policy.
4. Experience in construction estimation and administration work;
5. Experience with 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.
6. The Respondent fully complies with Federal law as it pertains to undocumented workers.

**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.

**APPENDIX D:
PLANS AND SPECIFICATIONS**

PLANS AND SPECIFICATIONS

Plans and Specifications for each type of development described in Section 5.4.1 can be found at <http://www.drexeltech.com>, and are labeled MHDC 34 Unit Multifamily Housing, MHDC 18 Single Family Units, and MHDC 3-Story Elevator Building.

There is no charge to view the Plans and Specifications online. If the Respondent chooses to print the material for the purposes of considering a proposal, the expense of printing shall be borne solely by the Respondent.

APPENDIX E:
CONSTRUCTION COST ESTIMATE AND BREAKDOWN

CONSTRUCTION COST ESTIMATE AND BREAKDOWN

Respondent: _____

Effective Bid Date: _____

Development Type: _____

Development Location: _____

Number of Units: _____

Total Square Footage: _____ sf

Item Description of Work	Labor Cost	Material Cost	Total Scheduled Value	Work Description
1 Earthwork	_____	_____	\$ -	_____
2 Site Utilities	_____	_____	\$ -	_____
3 Roads & Walks	_____	_____	\$ -	_____
4 Off Site Work	_____	_____	\$ -	_____
5 Concrete	_____	_____	\$ -	_____
6 Masonry	_____	_____	\$ -	_____
7 Structural Metals	_____	_____	\$ -	_____
8 Rough Carpentry	_____	_____	\$ -	_____
9 Finish Carpentry	_____	_____	\$ -	_____
10 Cabinets	_____	_____	\$ -	_____
11 Waterproofing	_____	_____	\$ -	_____
12 Insulation	_____	_____	\$ -	_____
13 Roofing Systems	_____	_____	\$ -	_____
14 Siding	_____	_____	\$ -	_____
15 Gutters & Downspouts	_____	_____	\$ -	_____
16 Doors & Hardware	_____	_____	\$ -	_____
17 Windows	_____	_____	\$ -	_____
18 Drywall	_____	_____	\$ -	_____
19 Flooring	_____	_____	\$ -	_____
20 Carpet	_____	_____	\$ -	_____
21 Painting	_____	_____	\$ -	_____
22 Signage	_____	_____	\$ -	_____
23 Bathroom & Closet Accessories	_____	_____	\$ -	_____
24 Appliances	_____	_____	\$ -	_____
25 Window Coverings	_____	_____	\$ -	_____
26 Plumbing	_____	_____	\$ -	_____
27 Fire Sprinklers	_____	_____	\$ -	_____
28 HVAC	_____	_____	\$ -	_____
29 Electrical	_____	_____	\$ -	_____
30 Fire Alarm Systems	_____	_____	\$ -	_____
31 Special Equipment	_____	_____	\$ -	_____
32 Landscaping	_____	_____	\$ -	_____
33 MHDC Approved Impact Fees	_____	_____	\$ -	_____
34 Accessory Bldg (attach separate form detailing costs)	\$ -	\$ -	\$ -	_____
35 Demolition (interior rehab)	_____	_____	\$ -	_____
36 Demolition (land make-ready)	_____	_____	\$ -	_____
37 Sheet Metal	_____	_____	\$ -	_____
Construction Subtotal	\$ -	\$ -	\$ -	_____
General Requirements	N/A	N/A	\$ -	#####
Subtotal	\$ -	\$ -	\$ -	_____
Builder's Overhead	N/A	N/A	\$ -	#####
Builder's Profit	N/A	N/A	\$ -	#####
TOTAL CONSTRUCTION COST	\$ -	\$ -	\$ -	_____

Total Construction Cost Per Unit #DIV/0! _____

Total Construction Cost Per Square Foot #DIV/0! _____

Additional costs that may be incurred:

Workforce Eligibility Enforcement (I-9) Compliance _____
 Section 3 Compliance _____
 Davis Bacon/Prevailing Wage Compliance _____

I, the undersigned, do hereby certify to the Missouri Housing Development Commission, the estimated costs for each line item are correct, and, I can provide supporting documentation. I further certify that I could build the type of development referenced above, in the location referenced above, for the total construction costs stated in this document.

Respondent

Signature

Date

CONSTRUCTION COST ESTIMATE AND BREAKDOWN

Respondent: _____

Effective Bid Date: _____

Development Type: _____

Development Location: _____

Item Description of Work	Labor Cost	Material Cost	Total Scheduled Value	Work Description
1 Earthwork	_____	_____	\$ -	_____
2 Site Utilities	_____	_____	\$ -	_____
3 Roads & Walks	_____	_____	\$ -	_____
4 Off Site Work	_____	_____	\$ -	_____
5 Concrete	_____	_____	\$ -	_____
6 Masonry	_____	_____	\$ -	_____
7 Structural Metals	_____	_____	\$ -	_____
8 Rough Carpentry	_____	_____	\$ -	_____
9 Finish Carpentry	_____	_____	\$ -	_____
10 Cabinets	_____	_____	\$ -	_____
11 Waterproofing	_____	_____	\$ -	_____
12 Insulation	_____	_____	\$ -	_____
13 Roofing Systems	_____	_____	\$ -	_____
14 Siding	_____	_____	\$ -	_____
15 Gutters & Downspouts	_____	_____	\$ -	_____
16 Doors & Hardware	_____	_____	\$ -	_____
17 Windows	_____	_____	\$ -	_____
18 Drywall	_____	_____	\$ -	_____
19 Flooring	_____	_____	\$ -	_____
20 Carpet	_____	_____	\$ -	_____
21 Painting	_____	_____	\$ -	_____
22 Signage	_____	_____	\$ -	_____
23 Bathroom & Closet Accessories	_____	_____	\$ -	_____
24 Appliances	_____	_____	\$ -	_____
25 Window Coverings	_____	_____	\$ -	_____
26 Plumbing	_____	_____	\$ -	_____
27 Fire Sprinklers	_____	_____	\$ -	_____
28 HVAC	_____	_____	\$ -	_____
29 Electrical	_____	_____	\$ -	_____
30 Fire Alarm Systems	_____	_____	\$ -	_____
31 Special Equipment	_____	_____	\$ -	_____
32 Landscaping	_____	_____	\$ -	_____
33 MHDC Approved Impact Fees	_____	_____	\$ -	_____
35 Demolition (interior rehab)	_____	_____	\$ -	_____
36 Demolition (land make-ready)	_____	_____	\$ -	_____
37 Sheet Metal	_____	_____	\$ -	_____
ACCESSORY BUILDING SUBTOTAL*	\$ -	\$ -	\$ -	_____

* Total links to line 34 of page 1.