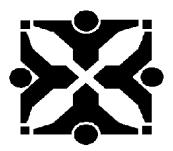
# REQUEST FOR PROPOSAL

# 2022 COMMUNITY HOUSING DEVELOPMENT ORGANIZATION (CHDO)

DESIGN-BUILD 903 N Garth Ave

FOR THE

CITY OF COLUMBIA, MISSOURI



COMMUNITY DEVELOPMENT DEPARTMENT 701 E. BROADWAY, 5<sup>TH</sup> FLOOR COLUMBIA, MO 65201 (573) 874-7687

Closing Date: November 1, 2023

#### 2 GENERAL REQUIREMENTS

- **2.1 PURPOSE:**The City of Columbia is seeking design-build proposals from Community Housing Development Organizations (CHDO) for the redevelopment of property at 903 N Garth Ave
- 2.2 Eligible applicants are nonprofit organizations eligible for Community Housing Development (CHDO) certification by the City of Columbia Community Development Department upon receipt of proposal. In order for organizations to be eligible for qualification as a CHDO, organizations must meet the HUD definition of a CHDO as defined in the 2013 HOME Final Rule 24 CFR 92.2. The CHDO shall have complete and exclusive control over the construction management, subject only to the terms of the agreement and RFP. CHDO's performing on-site work, or any sub-contractor firm performing work must be city licensed to perform, construct or develop new housing and such license must be kept current during the term of this agreement.
- 2.3 The City will grant to the CHDO an amount of FY 2022 HOME CHDO funds(\$94,639.00) for the house necessary to provide an affordable price at 80% LTV ratio based upon the CLT appraised value and a 10% development fee to the CHDO. These funds will be provided as a grant for development costs. HOME CHDO funds shall be used to pay for eligible construction costs as stated in 24 CFR 92.206. The remainder of the development costs will be the responsibility of the CHDO. Respondents will provide cost estimates, other sources of funds and total development costs (including developer fees) in their responses using Form X.
- 2.4 Drawing grant funds: The CHDO will forward billing invoice statements to the Housing Specialist. Invoices must clearly state the items purchased, date and cost of the purchase, and delivery address and location where materials were used. When requested, Vendor and/or sub-contractor bids, invoices and lien waivers must be provided. To the City's satisfaction CHDO, upon notification, must rectify improper payments made by the City to the CHDO.
- 2.5 The CHDO will develop a single family home as described in this document and Request for Proposal and will be responsible for marketing and sale of the completed home exclusively to owner-occupants approved by the primary lender and City of Columbia in accordance with HUD income limits and the City's Homeownership Assistance Neighborhood Development (HOA ND) program guidelines. The home must have a fully ratified sales contract within 9 months of obtaining a certificate of occupancy. Should the CHDO not sell the home within 9 Months from the date of receiving a Certificate of Occupancy from the City of Columbia Division of Building and Site Development, the CHDO shall be required to market the home as a rental property to a HOME eligible household at 60% or below the HUD defined area median income Rental occupant income verification shall be completed according to HUD's Part5 definition of income and with source documentation in accordance with 24 CFR 92.203(a)(1)(i). In the event the home is offered as a rental property under this section CHDO shall continue to market the property for sale upon completion of any rental term.. The City reserves the right to approve all development plans including, but not necessarily limited to, home plans, specifications, allowances, change orders, and costs. Significant design change orders or deviations from previously agreed upon plans and specifications will require the approval of the City and CHDO. development of the lot shall be a collaborative endeavor between the City and CHDO.
- 2.6 The CHDO shall furnish all labor, materials, tools, equipment, supervision, and services required to complete the work to be performed with quality workmanship in compliance with the specifications, plans, and Agreements as agreed upon by the CHDO and City. It shall be the CHDO's responsibility to resolve all "punch list" items to the City's

satisfaction within the project budget.

- 2.7 The CHDO shall begin work only after execution of an agreement signed by the City and the CHDO. Project completion as determined by the issuance of a Certificate of Occupancy by the City of Columbia, should not take more than 365 days beginning from the date of the agreement. Should construction take longer than 365 days, a review will be made by the City and the City may, at its option, terminate this Agreement upon giving a 30 day written notice.
- 2.8 Sale of Home: The listed sales price shall be in accordance with HOA ND program guidelines and cannot exceed limits established by HUD in 24CFR 92.254(a)(2)(iii). Upon sale of the home, the CHDO will provide to the owner the guarantee of work performed, statement of contractor's warranty a minimum of one (1) year and provide city or Buyer all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment. The property will be subject to HUD recapture provisions as stated in 24 CFR 92.254.
- 2.9 Sale proceeds: Developer fees will be paid out of the sale proceeds at the time of sale to a qualified buyer and cannot exceed 10% of the total development cost provided in the CHDO's response to this RFP. The remaining sales proceeds will be calculated and distributed as follows:
  - Close construction loan balance, and/or agency funds used to cover development expenses;
  - o HOME funds drawn reimbursed to agency's CHDO account;
  - o Remaining proceeds will be retained by the CHDO as proceeds.
- 2.10 Each property and corresponding CHDO funds will be awarded to the winning respondent(s). Each CHDO response shall be reviewed for eligibility by Community Development Department Housing Programs Division staff. The Community Development Commission (CDC) shall provide recommendations for funding to the City Council. The City Council shall make the final approval and determination of the winning proposal.

## 2.11 SCHEDULE OF ACTIVITIES:

DATE	ACTIVITY
September 3, 2023	CHDO conference for eligible CHDO's
September 29, , 2023	Request for Proposals from CHDO's Issued
November 1, 2023	Request for Proposal is due by 5:00 p.m. CDT
November 15, 2023	HCDC Public Hearing

# 2.12 DUE DATE FOR PROPOSALS:

Proposals must be submitted through the City's web based "Neighborly" system. Proposals must be submitted by the closing date and time. Proposals received after the appointed time

will be determined non-responsive and will not be considered.

#### 2.13 QUESTIONS/CLARIFICATIONS OF THE REQUEST FOR PROPOSAL:

All questions concerning the solicitation and specifications shall be submitted in writing via e-mail to the name below. You are encouraged to submit your questions via e-mail.

Jennifer Deaver

Phone: (573) 874-6321

E-mail: Jennifer.Deaver@como.gov

Any oral responses to any question shall be unofficial and not binding on the City of Columbia. An Addendum to this RFP providing the City of Columbia's official response will be issued if necessary to all known prospective respondents.

# 2.14 VALIDITY OF PROPOSALS

Respondents agree that proposals will remain firm for a period of ninety (90) calendar days after the date specified for the return of proposals.

#### 2.15 REJECTION OF PROPOSALS:

The City of Columbia reserves the right to reject any or all proposals received in response to this RFP, or to cancel the RFP if it is in the best interest of the City of Columbia to do so. Failure to furnish all information requested in this RFP may disqualify the proposal. Any exceptions to the requirements specified must be identified in the proposal.

## 2.16 WITHDRAWAL OF PROPOSALS:

Any Presenter may withdraw their proposal at any time prior to the scheduled closing time for the receipt of proposals. However, no proposal will be withdrawn for a period of ninety days after the scheduled closing time for the receipt of proposals.

## 2.17 ALTERATION OF SOLICITATION:

The wording of the City of Columbia's solicitation may not be changed or altered in any manner. Respondents taking exception to any clause in whole or in part should do so by listing said exceptions on their letterhead and submitting them with their proposal; such exceptions will be evaluated and accepted or rejected by the City of Columbia, whose decision will be final.

## 2.18 RESPONSE MATERIAL OWNERSHIP:

All material submitted regarding this RFP becomes the property of The City of Columbia.

#### 2.19 INCURRING COSTS:

The City of Columbia shall not be obligated or be liable for any cost incurred by Respondents prior to issuance of a Contract. All costs to prepare and submit a response to this solicitation shall be borne by the Respondent.

## 2.20 COLLUSION CLAUSE:

Any agreement or collusion among Respondents and prospective Respondents to illegally restrain freedom of competition by agreement to fix prices, or otherwise, will render the proposals of such Respondents void.

#### 2.21 CONTRACT DOCUMENTS:

The final Contract between the City of Columbia and the Respondent will include by reference:

- Respondent's Proposal
- The Specifications contained in this RFP

#### 2.22 FUNDS:

Financial obligations of the City of Columbia payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. In the event funds are not appropriated, any resulting Contract will become null and void, without penalty to the City of Columbia.

## 2.23 TAX EXEMPTION:

The City of Columbia is funded by public monies and as such has been approved by the State of Missouri for sales/use tax-exempt status. Respondents are responsible for determining expenditures that are eligible for being tax-exempt.

#### 2.24 APPLICABLE LAW:

The proposal and Contract shall be governed in all respects by the ordinances of The City of Columbia and the laws of the State of Missouri, and any litigation with respect thereto shall be brought in the courts in the State of Missouri.

#### 2.25 RESPONSIBILITY:

The City of Columbia reserves the right to require the apparent successful vendors to file proof of his/her ability to properly finance and execute the Contract, together with his/her record of successful completion of similar Contracts prior.

#### 2.26 ASSIGNMENT:

Firm shall not assign the Contract, subcontract it, or sublet it as a whole. Assignment, subcontracting, or subletting will in no way relieve the Firm of any of its obligations under this Contract unless specifically stated by the City of Columbia in its consent.

## 2.27 AUDITING OF INVOICES:

Invoices are subject to audit for a period of five (5) years after the expiration date of the final year of the Contract. If during the audit it is revealed that the Respondent charged the City of Columbia a price higher than the proposed price, the Respondent will reimburse the City of Columbia the amount of the overcharge.

## 2.28 NONDISCRIMINATION IN EMPLOYMENT

In connection with the furnishing of supplies or performance of work under this Contract, the Firm agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable Federal and State laws and further agrees to insert the foregoing provisions in all subcontracts awarded hereunder.

# 2.29 TERMINATION FOR DEFAULT

If, through any cause, the firm shall fail to fulfill, in a timely and proper manner, its obligations under this contract, or if the firm shall violate any of the covenants, agreements, or stipulations of this contract, the City of Columbia shall thereupon have the right to terminate this contract for cause by giving written notice to the firm of its intent to terminate and at least ten (10) calendar days to cure the default or show cause why termination is otherwise not appropriate. In the event of termination all finished or unfinished documents, data, studies, survey, drawings, maps, models, photographs, and reports or other material prepared by the firm under this contract shall, at the option of the City of Columbia, become its property, and the firm shall be entitled to receive just and equitable compensation for any services and supplies delivered and accepted. The firm shall be obligated to return any payment advanced under the provisions of this contract.

Notwithstanding above, the firm shall not be relieved of liability to the City of Columbia for any damages sustained by the City of Columbia by virtue of any breach of the contract by the firm, and the City of Columbia may withhold any payment to the firm for the purpose of mitigating its

damages until such time as the exact amount of damages due the City of Columbia from the firm is determined.

If after such termination it is determined, for any reason the firm was not in default, or that the firm's action/inaction was excusable, such termination shall be treated as a termination for convenience, as described herein.

## 2.30 TERMINATION FOR CONVENIENCE:

The performance of work under this Contract may be terminated by the City of Columbia in whole or in part, whenever the Community Development Director will determine that such termination is in the best interest of the City of Columbia. Any such termination will be affected by delivery to the Respondent of a letter of termination specifying the extent to which performance of work under the Contract is terminated and the date upon which such termination is effective.

After receipt of a termination letter the Respondent will:

- Stop work on the Contract on the date and to the extent specified in the letter.
- Place no further orders for materials, services or facilities except as may be necessary to complete any portions of the work under Contract not terminated.
- Complete on schedule such part of the work as will not be terminated by termination letter.

## 2.31 EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED:

- (a) Contractor agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.
- (b) As a condition for the award of this contract the contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.
- ( c ) Contractor shall require each subcontractor to affirmatively state in its contract with contractor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Contractor shall also require each subcontractor to provide contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

#### 2.32 INSURANCE REQUIREMENTS:

**CONTRACTORS INSURANCE:** The Contractor shall not commence work under this Contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the City, nor shall the Contractor allow any subcontractor to commence work on their contract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form, and with companies satisfactory to the City which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide.

WORKERS COMPENSATION INSURANCE: The Contractor shall take out and maintain during the life of this Contract Employers Liability and Workers Compensation Insurance for all of their employees employed at the site of the work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded

by the Contractor.

Workers Compensation coverage shall meet Missouri statutory limits. Employers Liability limits shall be at least \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in work under this Contract at the site of the work is not protected under the Workers Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.

**COMMERCIAL GENERAL LIABILITY INSURANCE:** Contractor shall carry Commercial General Liability Insurance written on ISO occurrence form CG 00 01 07 98 or later edition (or a substitute form providing equivalent coverage) and shall cover all operations by or on behalf of the Contractor, providing insurance for bodily injury liability and property damage liability for the limits indicated below and for the following coverage:

Premises and Operations
Products and Completed Operations

Contractual Liability insuring the obligations assumed by the Contractor under this Contract. Personal Injury Liability and Advertising Injury Liability

Except with respect to bodily injury and property damage included within the products and completed operations hazards, the general aggregate limit shall apply separately to the Contractor's project under this Contract. Completed Operations coverage must be maintained for the correction period provided by the agreement.

Limit of Liability. The Commercial General Liability policy limits shall not be less than:

\$2,000,000 Each Occurrence (Comb.Single Limit for Bodily Injury & Prop. Damage)

\$2,000,000 Aggregate for Products/Completed Operations

\$2,000,000 Personal Injury/Advertising Injury

\$2,000,000 General Aggregate (provide endorsement to apply the General Aggregate per project, if available.

Additional Insured The Owner, all of its officers, directors and employees, shall be named as Additional Insured under the Commercial General Liability Insurance using ISO Additional Insured Endorsements CG 20 10 or substitute providing equivalent coverage. This endorsement must be stated on the insurance certificate provided to the Owner and a copy of the endorsements confirming coverage should accompany the insurance certificate.

Primary Coverage the Contractor's Commercial General Liability Policy shall apply as primary insurance and any other insurance carried by the Architect or the Owner shall be excess only and will not contribute with Contractor's insurance. This must be stated on the insurance certificate and a copy of the endorsement confirming coverage should accompany the insurance certificate.

**BUSINESS AUTOMOBILE LIABILITY INSURANCE:** The policy should be written on ISO form CA 0001, CA 0005, CA 0002, CA0020 or a substitute form providing equivalent coverage and shall provide coverage for all owned, hired and non-owned vehicles. The limit of liability should be at least \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident and should also cover Automobile Contractual Liability. The policy should name the Owner and all of its officers, directors and employees as Additional Insureds. The policy shall be endorsed to be primary coverage and any other insurance carried by the Owner shall be excess only and will not contribute with Contractor's insurance. To confirm coverage, a copy of the Additional Insured Endorsement should accompany the insurance certificate.

**WAIVER OF SUBROGATION:** The Commercial General Liability and Automobile Liability policies shall each contain a waiver of subrogation in favor of the Owner and its officers, directors and employees.

CERTIFICATES OF INSURANCE: As evidence of the insurance, limits and endorsements required, a standard ACORD or equivalent Certificate of Insurance executed by a duly authorized representative of each insurer shall be furnished by the Contractor to the Owner and Architect before any Work under the Contract is commenced by the Contractor. Owner shall have the right, but not the obligation, to prohibit Contractor or any Subcontractor from entering the Project site until such certificates are received and approved by the Owner. With respect to insurance to be maintained after final payment, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner as a precondition to final payment. The Certificate of Insurance shall provide that there will be no cancellation or reduction of coverage without 30 days prior written notice to the Owner. The certificate must also contain a description of the project or work to be performed. Failure to maintain the insurance required herein may result in termination of the Contract at Owner's option. In the event the Contractor does not comply with the requirements of this section, the Owner shall have the right, but not the obligation, to provide insurance coverage to protect the Owner and charge the Contractor for the cost of that insurance. The required insurance shall be subject to the approval of the Architect, but any acceptance of insurance certificates by the Owner shall in no way limit or relieve the Contractor of their duties and responsibilities in this Agreement.

**SUBCONTRACTORS:** Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of Owner. Contractor shall provide to Owner copies of certificates evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name Owner as Additional Insured and have the Waiver of Subrogation endorsements added.

HOLD HARMLESS AGREEMENT: To the fullest extent not prohibited by law, Contractor shall indemnify and hold harmless the City of Columbia, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with Contractor or a subcontractor for part of the services), of anyone directly or indirectly employed by Contractor or by any subcontractor, or of anyone for whose acts the Contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the City of Columbia from its own negligence.

## 3 SCOPE OF WORK

#### 3.1 BACKGROUND:

The City of Columbia's Department of Community Development acquired 903 N Garth Ave to remove the dilapidated Home and redevelop the lot with affordable housing. The City of Columbia receives federal funding annually to promote, develop, or preserve affordable housing.

The completed homes will be a model for affordable, energy efficient design. .

Eligible buyer's income must be at or below 80% of the current HUD determined Area Median Income, which can be viewed on the City's website and as seen below:

Current 80% AMI Limits

1 person \$52,200

2 persons \$59,650

3 persons \$67,100

4 persons \$74,550

5 persons \$80,550

6 persons \$86,500

7 persons \$92,450

8 persons \$98,450

# 3.2 DESIGN REQUIREMENTS:

Proposer agrees to provide to City

- · Slab on grade single family cottage housing style homes;
- Plans should include driveways, as well as service lines to sanitary sewer main, water lines to water meter, and landscaping

## 4 TECHNICAL REQUIREMENTS

#### 4.1 SPECIFICATIONS

**EXTERIOR WALLS:** 

A. SIDING – FRONT, SIDES, & REAR:

Option 1: Engineered wood, or fiber cement board.

Option 2: Vinyl siding

#### **ROOF SYSTEM:**

B. SHINGLES: 30 year architectural

## **GUTTERS & DOWNSPOUTS:**

A. GUTTERS: 5" k-type Seamless .032 aluminum.

## **INTERIOR FINISH:**

A. PAINT: Walls – primer plus 2 coats of single color, all rooms painted with same color.

Ceilings - primer plus 2 coats of "off white".

Trim: Two coats latex semi-gloss.

#### INTERIOR DOORS & TRIM:

- A. DOORS: Pre hung hollow core 6 panel Prefinished.
- B. TRIM: Pre-primed base, window and door case, window stool and apron. Polystyrene or MDF trim is acceptable.
- D. HARDWARE: Brushed nickel finish

# WINDOWS:

A. ALL: Vinyl double pane with insect screen.

# **EXTERIOR DOORS:**

A. FRONT DOOR: Insulated steel door with wide view peep.

## CABINETRY:

- A. KITCHEN: Cabinets are to have solid wood drawer fronts and doors, concealed hinges, and metal handles/hardware. Countertops are to be laminate material and include a backsplash. Finish floor under sink base.
- B. BATHS: Vanities are to have solid wood drawer fronts, and doors, concealed hinges, and metal handles/hardware. Countertops are to be laminate material and include a backsplash.

## BATH MIRRORS AND ACCESSORIES:

- A. TOWEL BARS: 2 per bath PAPER HOLDERS: 1 per bath
- B. MIRRORS: 1 per sink bowl, width to approximate vanity top width
- C. TOWEL RINGS: one per bath

## FINISH FLOORING:

- A. CARPET: Living, Dining, Bedrooms;
- B. VINYL: Kitchen, Baths, Entry; finish floor under sink base.
- C. WOOD: n/a
- D. CERAMIC: Kitchen, Bath, Entry; finish floor under sink base.
- E. STAINED CONCRETE: Optional and must be finished and sealed.

#### **HOME PERFORMANCE:**

A. INFILTRATION: Final air infiltration rate compliant with current City Building Codes.

#### HVAC:

- A. FURNACE: Forced warm air, natural gas AFUE 95% or greater
- B. HEAT PUMP OPTION: Ducted: 8.5 HAPF, electric back up furnace is allowable.
- C. AIR CONDITIONING: 13 SEER minimum
- D. BATH EXHAUST FANS: 1 each bath Energy Star rated, vented to exterior

# BATH, KITCHEN, PLUMBING

- A. ACCESSIBLE BATH:
- i. Faucets: Chrome single lever, Shower and Lavatory, Delta or Moen.
- ii. Toilet: Low flow WaterSense Rated 1.28 GPF or less min 2x10 nominal blocking for grab bars;
- iii. Mirror:
- iv. Electrical: Energy Star rated exhaust fan; one GFCI outlet in easy reach range.

WaterSense Rated 1.28 GPF or less; .

#### B. KITCHEN:

- i. Sink: Stainless double sink max 7" depth, drain shall be towards the back of the bowl.
- ii. Sink faucet Chrome single lever w/sprayer, Delta or Moen
- iii. Garbage disposal: ½ HP.
- iv. Dish washer: Energy Star rated

## APPLIANCES:

- A. RANGE: Electric range with front controls,
- B. GARBAGE DISPOSAL: 1/2 HP,
- C. REFRIGERATOR: Energy Star rated,
- D. RANGE HOOD: Energy Star rated, vented to the exterior.
- E. DISHWASHER: Energy Star rated,
- F. DRYER: Vented to the exterior,
- G. CLOTHES WASHER: High efficiency washing machine.

Stacked units are acceptable as long as the required floor space for side by side units is provided in the design.

# INSULATION (LIVING AREA ONLY):

- A. EXTERIOR WALLS: Code compliant assembly.
- B. CEILINGS: insulation to code compliant level.
- F. FOUNDATION: Code compliant assembly.
- G. SUB-SLAB: Code compliant assembly.

# FINAL GRADE AND SEED:

A. Finish grade and seed with climate and site appropriate mix. Apply straw mulch or

equivalent.

# LANDSCAPING:

A. Landscaping in conformance with minimum requirements

#### 4.2 PRICING TO BE QUOTED

Respondents must provide a signed completed copy of Form X with their submission

## 5 SUBMISSION OF PROPOSAL

#### 5.1 TRANSMITTAL LETTER

All Respondents must submit a transmittal letter prepared on the vendor's letterhead. An individual who is authorized to bind this firm to all statements, services, and prices contained in the proposal for both the primary and sub firms must sign the letter. In addition, a letter from any sub-vendor to be used in the service should be included. This letter must be signed by an individual who is authorized to bind the firm and should give a brief description of the work they are to perform.

#### 5.2 SUBMISSION CONTENTS & INSTRUCTIONS

Applicants must submit the following in response to this RFP:

1. <u>Transmittal letter and board authorization for submission of proposal.</u>

## 2. CHDO CERTIFICATION INFORMATION

- a. Federal tax ID number.
- b. DUNS Number.
- c. Non-profit 501c3 status.
- d. Articles of Incorporation Provisions Checklist
  - No part of its net earnings inure to the benefit of any member, founder, contributor, or individual.
  - The nonprofit organization has, among its purposes, the provision of decent housing that is affordable to low- and moderate-income people.

# e. By-Laws Checklist

- The nonprofit organization provides a formal process for low-income, program beneficiaries to advise the organization in all of its decisions regarding the design, siting, development and management of affordable housing projects.
- The CHDO is not controlled, nor receives directions from individuals, or entities seeking profit from the organization.
- f. Organization in good standing with the Missouri Secretary of State.
- g. Certification of financial accountability standards conforming to 2 CFR 200.
- h. Staff capacity with professional housing development experience.
- i. Demonstrated organizational success at housing development.
- j. List of all board members including denotation of public officials and low-moderate income members or representative of low to moderate income neighborhoods/census

tracks. No more than 1/3 of its board represented by public officials and no less than 1/3 representation from low-moderate income individuals or low-moderate income neighborhood organization representatives.

## 3. ORGANIZATION INFORMATION AND CAPACITY

- a. Provide an overview of the organization's history and experience in developing affordable housing and homeownership opportunities. Identify your experience in working with City programs, including the CDBG or HOME programs.
- b. Provide names and describe the role, experience, and capacity of all personnel (including engineers, architects, contractors, construction managers, etc.) involved in the project.
- c. Briefly describe the staff positions and qualifications of those individuals who will carry out the construction project. Describe any existing commitments that would impact your ability to implement the project immediately.
- d. Have any persons employed by your agency been debarred by HUD or are otherwise restricted from entering into contracts with any federal agency?
- e. Provide current third party financial statements, letters of commitment, or other third party information to establish the financial capacity of the CHDO to undertake and complete the proposed project.

#### 4. PROJECT INFORMATION

- a. Provide a projection of the timeframe for completion. Identify key tasks and completion dates that identify how your project is ready to proceed.
- b. Provide a project development budget, use Form "X":
  - Cost Estimates: Provide cost estimates for project components;
  - ii. Developer fee: Indicate the proposed developer fee (if any).

# 5. PLANS AND DRAWINGS:

a. Proposals shall include a preliminary set of plans and specifications of sufficient detail and completeness to allow determination as to which proposal best meets the City's needs. Once a successful respondent has been identified, final plans will be required and included in the final contract documents.

## 5.3 FORMAT OF PROPOSAL

Proposals are to be submitted within the Neighborly system.

## 6 EVALUATION AND AWARD

# 6.1 EVALUATION

The City of Columbia reserves the right to reject any or all proposals, to negotiate with any respondent considered qualified, or to make an award without further discussion.

# **Application Evaluation Criteria**

Applications will be subject to threshold review to determine eligibility for funding through the HOME program.

Threshold criteria include:

- 1) Application must be complete and received by the application submission deadline;
- 2) Applicant must meet the current CHDO definition as established in the 2013 HOME Final Rule at the time of proposal submission.
- 3) Applicant must demonstrate capacity to complete proposed project within the required timeframe:
- 4) Proposals must meet minimum energy efficiency and universal design elements.

Applicants that do not meet the threshold requirements may be deemed ineligible for further consideration.

Evaluation will be based on all elements of response to proposal criteria.

# **Proposal Evaluation**

It is the purpose of this request for proposal to obtain data as complete as possible from each respondent that will enable the City of Columbia to determine which prospective CHDO is best able to serve all the criteria which are to be considered in the award of this contract. Evaluation of the respondents qualifying as finalists will be based on the following criteria:

# **Organization and Management**

- Proven record of development and/or redevelopment experience with comparable activities in similar neighborhoods; Applicants demonstrating "capacity" will:
  - Have a recent history of development and/or redevelopment of quality affordable residential projects.
  - Have adequate staffing levels with appropriate skills & qualifications to complete proposed project within stated timeframe.
  - Have relevant real estate and construction experience, including experience working with federally-funded housing development or other programs
  - Provide realistic estimated cost projections and schedules and show a track-record of meeting projected time-lines for any previously authorized City funded projects.
  - o Be able to provide the insurance coverage noted in this RFP

# **Financial Management**

- Proven record of compliant and effective fiscal procedures.
  - Sources and uses statement completed correctly with reasonable cost estimates.
  - Ability to demonstrate additional resources to complete project (bank letter of commitment, line of credit, agency account documenting agency funding, etc...)

# **Housing Development Experience and Staff Qualifications**

- Applicants demonstrating adequate housing development experience and staff qualifications will:
- Employ staff with demonstrated housing and development experience.
- Demonstrate successful management of housing development projects.

#### **Readiness to Proceed**

- Ability to implement program activities within 45 days of commitment of funds. Applicants demonstrating "readiness" will:
  - Submit an application with as specific and detailed a proposal as possible
  - Present clear preliminary financial analysis that includes cost estimates for construction, price estimates/appraisal for sale
- o Submission of ALL required contract-related documents (insurance certifications, etc.).

# **Proposed Plans**

 The most successful applications will have façade and site designs consistent and compatible with the existing neighborhood character.

# **Energy Efficiency**

• Projects must meet the minimum energy efficiency design criteria as described in the bid specification. Additional energy efficiency elements will be considered and points awarded.

# **Universal Design**

Projects must include the minimum UD elements as described in the bid specification.
 Additional UD elements will be considered and points awarded.

## **Project Timeline**

 Project plan includes timely construction of housing unit. Location, design, and price will ensure timely sale or occupancy of home.

Failure of the Respondent to provide in his/her proposal any information requested in this RFP may result in disqualification of the proposal and shall be the responsibility of the proposing individual or firm.

#### 6.2 SELECTION AND AWARD

The City of Columbia Community Development Department shall determine eligibility of proposals and certify organizational eligibility to be designated as a Community Housing Development Organization (CHDO). The Community Development Commission will provide funding recommendations to the City Council for final consideration. The CDC's rating sheet can be viewed on the following page.