

Mississippi Development Authority
239 North Lamar Street
Jackson, MS 39201-1311

Request for Proposals
To Provide
Long Term Workforce Housing Program
Senior Housing Project

RFP #: 092509

Date: September 25, 2009

Mississippi Development Authority
239 North Lamar Street
Jackson, MS 39201-1311

INVITATION: Written proposals subject to the conditions therein stated and attached hereto, will be received at 239 North Lamar Street, Robert E. Lee Building, 7th Floor, Jackson, MS 39201-1311 until October 26, 2009 at 2:00 P.M., Central Time for providing the services as described below for the Mississippi Development Authority (MDA).

DESCRIPTION: MDA is hereby requesting written proposals from qualified local units of government, non-profit and for profit entities to develop apartments and/or assisted living facilities for seniors in *Hancock, Harrison, and Jackson* counties. The primary goals are to encourage deeper levels of affordability within senior development projects and to facilitate the production of affordable housing targeting extremely low to very low income senior households.

The State of Mississippi received approximately \$5.5 billion in Community Development Block Grant (CDBG) funding from the Department of Housing and Urban Development (HUD). Congress has designated these monies for “necessary expenses related to disaster relief, long-term recovery, and restoration of infrastructure in the most related and distressed areas related to Hurricanes Katrina, Rita, or Wilma”. MDA has directed a portion of the funds towards development of affordable workforce housing in the impacted areas.

MDA will receive proposals from Proposers having specific experience and qualifications in the area identified in this solicitation. For consideration, proposals for this project must contain evidence of the Proposer’s experience and abilities in the specified area and other disciplines directly related to the proposed service. Other information required by MDA may be included elsewhere in this solicitation.

EVALUATION PROCEDURE AND FACTORS TO BE CONSIDERED IN THE EVALUATION PROCESS:

Qualifications of Proposers: The Proposer may be required before the award of any contract to show to the complete satisfaction of MDA it has the necessary facilities, ability, and financial resources to provide the services specified herein in a satisfactory manner. The Proposer may also be required to give a past history and references in order to satisfy MDA in regard to the Proposer’s qualifications. MDA may make reasonable investigations deemed necessary and proper to determine the ability of the Proposer to perform the work, and the Proposer shall furnish to MDA all information for this purpose that may be requested. MDA reserves the right to reject any offer if the evidence submitted by, or investigation of, the Proposer fails to satisfy MDA that the Proposer is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the Proposer’s qualifications shall include:

- A. The ability, capacity, skill, financial and other necessary resources to perform the work or provide the service required;
- B. The ability of the Proposers to perform the work or provide the service promptly or within the time specified, without delay or interference;
- C. The character, integrity, reputation, judgment, experience, and efficiency of the Proposer, and;
- D. The quality of performance of previous contracts or services.

A selection committee made up of qualified MDA staff and/or State of Mississippi employees or business leaders selected by MDA shall review and evaluate all responses. The selection committee will have only the response to the solicitation to review for selection of finalists. It is, therefore, important respondents emphasize specific information pertinent to the work.

STEP I: Proposals will be reviewed to assure compliance with the minimum specifications. Proposals, which do not comply with the minimum specifications, will be rejected immediately, receiving no further consideration.

STEP II: Proposals, which satisfactorily complete Step I, will be reviewed/analyzed to determine if the proposal adequately meets the needs of MDA. Factors to be considered are as follows:

- A. Feasibility Analysis (Cost Reasonableness) 20 Points**
 - Ability to leverage other sources of financing in order to complete the project.
 - Ability to demonstrate sufficient financial capacity to execute the project.
 - Ability to repay principal and interest for all or part of the CDBG assistance as loan and/or equity participation.
 - Demonstrable points of funds for operations and administration of the project long term.
- B. Approach and Methodology 10 Points**
 - Proposer's understanding and project management methodology.
 - The proposer shall illustrate a comprehensive understanding of the requirements and include an explanation of how the service will be provided.
- C. Design/Concept 20 Points**
 - Preliminary plans and outline specifications.
 - Employment of energy efficiency and conservation principles/appliances.
 - The rehabilitation of existing properties.

- Ability to create a mixed income property that includes seniors with varied incomes.
- Ability to create a mixed-use property that produces permanent jobs.
- Evidence that the project is located in an MDA Preferred Location, MDA Preferred Locations are accessible to some or all of the following community amenities:
 - Defined downtown districts
 - Public transportation
 - Hospitals and Healthcare
 - Emergency Response Services such as Fire Department, Police and Ambulance
 - Proximity to power plants, heavy industrial areas, etc. would be unfavorable

D. Readiness to Proceed 15 Points

- Ability to deliver proposed product.
- Timelines, major milestones, major deliverables, completion dates, mobilization dates (Work breakdown schedule).

E. Development Team Experience and Capacity 10 Points

- Statements of Applicant’s and General Contractor’s current workload.
- Resumes for all team members (Developer, Management Agent, General Contractor, Architect, Engineer).
- Evidence of comparable properties, owned, developed, managed, or constructed.

F. Past Performance 10 Points

- Satisfactory participation in federal, state and local housing programs.
- References from other lenders of properties owned or developed by applicant.

G. Local Community Participation 5 Points

- Support letters such as those from City Council, Planning Commission, or community groups.
- Services such as recreation, transportation, or other resident services.

H. Priority to households 50% or below of the area median income. 10 Points

STEP III: MDA’s Procurement Officer will contact those Proposers with the proposals that best meet MDA’s needs. Each of these will be required to meet with the selection team at a time to be specified. The proposals will be reviewed in depth with the selection team at that time. MDA’s Procurement Officer will contact the Proposer which best meets MDA’s needs (based on factors evaluated in STEP II and the interview process) and attempt to negotiate an agreement that is acceptable to both parties.

ALL PROPOSALS SUBMITTED IN RESPONSE TO THIS REQUEST SHALL BE IN WRITING.

OFFERORS MAY DESIGNATE THOSE PORTIONS OF THE PROPOSALS WHICH CONTAIN TRADE SECRETS OR OTHER PROPRIETARY DATA WHICH MAY REMAIN CONFIDENTIAL IN ACCORDANCE WITH SECTION 25-61-9 AND 79-23-1 OF THE MISSISSIPPI CODE.

Inquiries regarding this Request for Proposal must be mailed to:

Proposals and attachments must be submitted to:

Long Term Workforce Housing Program
Mississippi Development Authority
P O Box 849
Jackson, MS 39205-0849
(601) 359-2905

Long Term Workforce Housing Program
Mississippi Development Authority
P O Box 849
Jackson, MS 39205-0849
(601) 359-2905

Or

Or

239 North Lamar Street
Robert E. Lee Building, 7th Floor
Jackson, MS 39201-1311

239 North Lamar Street
Robert E. Lee Building, 7th Floor
Jackson, MS 39201-1311

Or Email: drdrfp@mississippi.org

SPECIFICATION, TERMS AND CONDITIONS FOR PROFESSIONAL CONSULTING SERVICES:

General Statement: MDA is requesting proposals from qualified local units of government, non-profit and for profit entities to develop apartments and/or assisted living facilities for seniors in *Hancock, Harrison, and Jackson* counties.

Eligible Activities: New construction or rehabilitation of multi-family rental units available to mixed-income tenants in *Hancock, Harrison, and Jackson counties*.

A minimum low/mod participation of 51% of the area median income is required for all projects. Additional points will be given for the number of units for renters with income 50% or below the area median income for the area; additional points will be given to projects based on loans from CDGB funds and to projects that produce permanent jobs (see selection process for detailed scoring information). All projects must contain at least a ten (10) year period of affordability. Developments with demonstrable sources for operations and administration will be given additional sources.

Assisted Living Facilities: Assisted living is appropriate for anyone who can no longer manage to live on their own, but does not require medical care. Assisted living facilities are residential in character and vary in size from one room to a full apartment. At a minimum, basic services include: three meals a day, 24 hour supervision, housekeeping and laundry, transportation, minor medical supervision, security and emergency call systems, health and exercise programs and social, cultural, and educational activities.

Eligible Proposers: Any qualified local units of government, non-profit and for profit entities to incentivize the delivery of senior living housing in *Hancock, Harrison, and Jackson* counties. The Proposer must be in good standing with federal, state, county and participating municipal governments

WRITTEN PROPOSAL SHALL CONTAIN THE FOLLOWING MINIMUM INFORMATION:

- A. Project Description and Detailed Plan Narrative
- B. Developer Resume
- C. Developer Prior Comparable Experience
- D. General Contractor Resume
- E. General Contractor Prior Comparable Experience
- F. Management Agent's Resume
- G. Management Agent's Prior Comparable Experience
- H. Architect/Engineer Resume
- I. Financial Plan including Uses of Funds, Sources of Funds
- J. Detail cost and pricing information to support funding request
- K. Projects involving new construction must also include the following:
 - Preliminary plans and specifications
 - Preliminary Site plans
 - Phase I environmental assessment
- L. Projects involving acquisition and rehabilitation must include the following:
 - Physical Needs Assessment
 - Work write up demonstrating completion of items reflected in physical needs assessment
- M. Readiness to Proceed
 - Ability to deliver the proposed project

- N. Work breakdown Schedule (schedule of activities)
 - Timelines, major milestones, and major deliverables
- O. Demonstrate the ability to meet HUD regulations and requirements under CDBG and under allocations made pursuant to Public Law 109-234 and Public Law 109-148
- P. Acknowledgement that the project will follow all applicable HUD, state and local environmental regulations.

All proposals must demonstrate the ability to expend the funds, meaning spend the dollars and place the units in service (as demonstrated by a certificate of occupancy from the jurisdiction in which the project is located and having the units available for occupancy by income-eligible households), within the proposed timeframe.

TYPE OF CONTRACT:

The MDA is requesting proposals for a firm fixed price contract for services.

INSURANCE REQUIREMENTS:

Contractor represents it will maintain workers' compensation insurance, which shall inure to the benefit of all Contractor's personnel provided hereunder, comprehensive general liability, automobile liability when applicable and professional liability insurance, with minimum limits of \$500,000 per occurrence and fidelity bond insurance with minimum limits of \$500,000. All general liability, professional liability and fidelity bond insurance will provide coverage to MDA as an additional insured. The MDA reserves the right to request from carriers, certificates of insurance regarding the required coverage. Insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.

TERM AND EXTENSION OF CONTRACT:

The MDA anticipates awarding a contract for services in November 2009 with a duration of one (1) year with the option to extend two additional years for a total of three (3) years. The contract may be extended at the discretion of MDA upon written notice to the Contractor at least 30 days prior to the contract ending date.

REJECTION OF PROPOSALS:

Proposals, which do not conform to the requirements set forth in this RFP, may be rejected by MDA. Proposals may be rejected for reasons that include, but are not limited to, the following:

- A. The proposal contains unauthorized amendments to the requirements of the RFP;
- B. The proposal is conditional;

- C. The proposal is incomplete or contains irregularities which make the proposal indefinite or ambiguous;
- D. The proposal is not received by the deadline;
- E. The proposal is not signed by an authorized representative of the party;
- F. The proposal contains false or misleading statements or references.

ACCEPTANCE OF PROPOSALS:

MDA reserves the right, in its sole discretion, to waive minor irregularities in proposals. A minor irregularity is a variation of the RFP, which does not affect the funding request, or give one party an advantage or benefit not enjoyed by other parties, or adversely impact the interest of MDA. Waivers, when granted, shall in no way modify the RFP requirements or excuse the party from full compliance with the RFP specifications and other contract requirements, if the party is awarded the contract.

DISPOSITION OF PROPOSALS:

All submitted proposals become the property of MDA.

COMPETITIVE NEGOTIATION:

The bidding method to be used is a competitive negotiation from which MDA is seeking the best combination of price, experience and quality of service. Discussions may be conducted with Proposers who submit proposals determined to be reasonably susceptible of being selected for award. Likewise, MDA also reserves the right to accept any proposal as submitted to contract award, without substantive negotiation of offered terms, services or prices. Therefore, all parties are advised to propose their most favorable terms initially.

RFP DOES NOT CONSTITUTE ACCEPTANCE OF OFFER:

The release of the RFP does not constitute an acceptance of any offer, nor does such release in any way obligate MDA to award funds. MDA reserves the rights to accept, reject, or negotiate any or all offers on the basis of the evaluation criteria contained within this document. The final decision to award funds to any party rests solely with MDA.

EXCEPTIONS AND DEVIATIONS:

Proposers taking exception to any part or section of the solicitation shall indicate such exceptions on the proposal and shall be fully described. Failure to indicate any exception will be interpreted as the Proposer's intent to comply fully with the requirements as

written. Conditional or qualified Proposers, unless specifically allowed, shall be subject to rejection in whole or in part.

NONCONFORMING TERMS AND CONDITIONS:

A proposal, which includes terms and conditions not conforming to the terms and conditions in the RFP, is subject to rejection as non-responsive. MDA reserves the right to permit the Proposer to withdraw nonconforming terms and conditions from its proposal prior to a determination by MDA of non-responsiveness based on the submission of nonconforming terms and conditions.

PROPOSAL ACCEPTANCE PERIOD:

The original and three (3) copies of the proposal and all attachments (four (4) copies total) shall be signed and submitted in a **sealed envelope or package** to Mississippi Development Authority, Attn: Long Term Workforce Housing Program, 239 North Lamar Street, Robert E. Lee Building, 7th Floor, Jackson, MS, 39201-1311 or P. O. Box 849, Jackson, MS, 39205-0849 no later than 2:00 P.M. Central Time on October 26, 2009. Timely submission of the proposal is the responsibility of the Proposer. Offers received after the specified time shall be rejected and returned to the Proposer unopened. **The envelope or package shall be marked “LTWH Senior Housing” in the lower left hand corner.** Each page of the proposal and all attachments shall be identified with the name of the Proposer.

EXPENSES INCURRED IN PREPARING OFFERS:

MDA accepts no responsibility for any expense incurred by the Proposer in the preparation and presentation of an offer. Such expenses shall be borne exclusively by the Proposer.

ADDITIONAL INFORMATION:

Questions concerning the RFP document must be submitted in writing to Mississippi Development Authority, Attn: Long Term Workforce Housing Program, 239 North Lamar, Robert E. Lee Building, 7th Floor, Jackson, MS 39201-1311 or P.O. Box 849, Jackson, MS 39205-0849 or via email to drdrfp@mississippi.org or by facsimile to (601) 359-9280. **Questions will be received through October 8, 2009 at 12:00 P.M. Central Time. Responses to all questions will be distributed in writing via email or fax to all known Proposers as an amendment to the RFP #092509 by October 9, 2009 at 12:00 P.M. Central Time.** Proposers are cautioned that any statements made by the contact person that materially change any portion of the RFP shall not be relied upon unless subsequently ratified by a formal written amendment to this RFP.

ACKNOWLEDGMENT OF AMENDMENTS:

Proposers shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the proposal, by identifying the amendment number and date in the space provided for this purpose on the proposal form, or by letter. The acknowledgment must be received by MDA by the time and at the place specified for receipt of proposals.

DEBARMENT:

By submitting a proposal, the Proposer certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Mississippi or the Federal government and that it is not a person or entity which is currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Mississippi or the Federal government.

GENERAL TERMS AND CONDITIONS:

1. Notices--All notices required or permitted to be given under this Contract must be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any changes of address.

For the Contractor: _____
Name, Title, Contractor, and Address

For the MDA: Gray Swoope, Executive Director, Mississippi
Development Authority, 501 N. West Street, 15th Floor,
Jackson, MS 39201-1001.

2. Termination for Default Clause--If, through any cause, the Contractor fails to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, the MDA will thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination. In that event, any furnished or unfurnished documents, data, studies, surveys, drawings, maps, models, photographs, reports, or other materials prepared by the Contractor under this Contract will, at the option of the MDA, become the MDA's property. The Contractor will be entitled to receive just and equitable compensation for any satisfactory work completed and delivered under the terms of this Contract.

Notwithstanding the above paragraph, the Contractor will not be relieved of liability to the MDA for damages sustained by the MDA by virtue of any breach of this Contract by the Contractor, and the MDA may withhold any payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the MDA from the Contractor is determined.

3. Termination for Convenience Clause—
 1. *Termination.* The Procurement Officer of the MDA may, when the interests of the MDA so require, terminate this Contract in whole or in part, for the convenience of the MDA. The Procurement Officer shall give written notice of the termination to the Contractor specifying the part of the Contract terminated and when termination becomes effective.
 2. *Contractor's Obligations.* The Contractor shall incur no further obligations in connection with the terminated work, and on the date set in the notice of termination the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall

settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the MDA. The Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so. The Contractor shall be entitled to compensation for services performed up to the date of termination, and authorized and accepted by the MDA.

4. Modification or Renegotiation--This Contract may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal and/or State revisions of any applicable laws or regulations make changes in this Contract necessary.
5. Change in Scope of Work--The MDA may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the Contract. No claims may be made by the Contractor that the scope of the project or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor, or other adjustments to the Contract, unless such changes or adjustments have been made by written amendment to the Contract signed by the MDA and the Contractor.

If the Contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the MDA in writing of this belief. If the MDA believes that the particular work is within the scope of the Contract as written, the Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the Scope of Services.

6. Anti-Assignment/Subcontracting--The Contractor acknowledges that it was selected by the MDA to perform the services required hereunder based, in part, upon the Contractor's special skills and expertise. The Contractor shall not assign, subcontract or otherwise transfer this Contract in whole or in part without the prior written consent of the MDA, which the MDA may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the MDA of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the MDA in addition to the total fixed price agreed upon in this Contract. Subcontracts shall be subject to the terms and conditions of this Contract and to any conditions of approval that the MDA may deem necessary. Subject to the foregoing, this Contract shall be binding upon the respective successors and assigns of the parties.
7. Interest of the Contractor and the Contractor's Employees--The Contractor covenants that neither it nor its employees presently have any interest and will not acquire any interest, direct or indirect, which would conflict in any manner or

degree with the performance of services required to be performed under this Contract. The Contractor further covenants that in the performance of this Contract, no person having such interest will be employed.

8. Confidential Information--"Confidential Information" shall mean (a) those materials, documents, data, and other information which the Contractor has designated in writing as proprietary and confidential, and (b) all data and information which the Contractor acquires as a result of its contact with and efforts on behalf of the MDA and any other information designated in writing as confidential by the MDA. Each party to this Contract agrees to protect all confidential information provided by one party to the other; to treat all such confidential information as confidential to the extent that confidential treatment is allowed under State and/or federal law and, except as otherwise required by law, not to publish or disclose such information to any third party without the other party's written permission, and to do so by using those methods and procedures normally used to protect the party's own confidential information. Any liability resulting from the wrongful disclosure of confidential information on the part of the Contractor or its Subcontractor shall rest with Contractor. Disclosure of any confidential information by the Contractor or its Subcontractor without the express written approval of the MDA shall result in the immediate termination of this Contract.
9. Officials Not to Benefit--No member of or delegate to the Congress of the United States of America, and no Resident Commissioner will be admitted to any share or part thereof or to any benefit to arise here from.
10. Ownership of Documents and Work Papers--The MDA shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project which is the subject of this Contract, except for the Contractor's internal administrative and quality assurance files and internal project correspondence. The Contractor shall deliver such documents and work papers to MDA upon termination or completion of this Contract. The foregoing notwithstanding, the Contractor shall be entitled to retain a set of such work papers for its files. Contractor shall be entitled to use such work papers only after receiving written permission from MDA and subject to any copyright protections.
11. Record Retention and Access to Records--Provided the Contractor is given reasonable advance written notice and such inspection is made during normal business hours of the Contractor, the MDA or any duly authorized representatives, shall have unimpeded, prompt access to any of the Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. The Contractor shall retain all records related to this Contract for three (3) years after final payment is made under this Contract and all pending matters are closed. However, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three (3)

year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the three (3) year period, whichever is later.

12. Personnel--The Contractor represents that it has, or will secure, at its own expense, all personnel required in performing the services under this Contract. Such personnel will not be employees of, or have any contractual relationship with the MDA. All of the services required hereunder will be performed by the Contractor under its supervision, and all personnel engaged in the work will be fully qualified and will be authorized or permitted under State and local law to perform such services.
13. Right to Inspect Facility--The MDA may at reasonable times, inspect the place of business of a Contractor or any Subcontractor, which is related to the performance of any contract awarded by the MDA.
14. Disputes--Any dispute concerning a question of fact under this Contract, which is not disposed of by agreement of the parties, shall be decided by the Executive Director of the MDA or his designee. This decision shall be reduced to writing and a copy thereof mailed or furnished to the parties. Disagreement with such decision by either party shall not constitute breach under the terms of this Contract. Such disagreeing party shall be entitled to seek such other rights and remedies it may have at law or in equity.
15. Waiver--No delay or omission by either party to this Contract in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this Contract shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this Contract will void, waive, or change any other term or condition. No waiver by one party to this Contract of a default by the other party will imply, be construed as or require waiver of future or other defaults.
16. Severability--If any part of this Contract is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the Contract that can be given effect without the invalid or unenforceable provision, and to this end, the provisions hereof are severable. In such event, the parties shall amend the Contract as necessary to reflect the original intent of the parties, and to bring any invalid or unenforceable provisions in compliance with applicable law.
17. Applicable Law--The Contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions and, any litigation with respect thereto shall be brought in the courts of the State.

The Contractor shall comply with applicable federal, State and local laws and regulations.

18. Compliance with Laws--The Contractor understands that the MDA is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other consideration made unlawful by federal, State or local laws. All such discrimination is unlawful and the Contractor agrees during the term of this Contract that the Contractor will strictly adhere to this policy in its employment practices and provision of services. The Contractor shall comply with, and all activities under this Contract shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now exists and as may be amended or modified.
19. Representation Regarding Gratuities--The bidder, offeror, or Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 7-204 (Gratuities) of the Mississippi Personal Service Contract Procurement Regulations.
20. Procurement Regulations--The Contract shall be governed by the applicable provisions of the Personal Service Contract Review Board Regulations, a copy of which is available at 301 North Lamar Street, Jackson, Mississippi, for inspection.
21. Availability of Funds--It is expressly understood and agreed that the obligation of the MDA to proceed under this Contract agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the Contract are, at anytime, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the MDA, the MDA shall have the right upon ten (10) working days written notice to the Contractor, to terminate this Contract without damage, penalty, cost or expenses to the MDA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
22. Indemnification--To the fullest extent allowed by law, the Contractor will indemnify, defend, save and hold harmless, protect, and exonerate the State of Mississippi and the MDA from and against all claims, demands, liabilities, suits, actions damages, losses, and any costs related thereto, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees resulting from any negligent acts or misconduct of the Contractor, its agents, or employees.
23. Integrated Agreement/Merger--This Contract, including all contract documents, represents the entire and integrated agreement between the parties hereto and

supersedes all prior negotiations, representations, or agreements, irrespective of whether written or oral. This Contract may be altered, amended, or modified only by a written document executed by the MDA and the Contractor. The Contractor acknowledges that it has thoroughly read all Contract documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. Accordingly, this Contract shall not be construed or interpreted in favor of or against the MDA or the Contractor on the basis of draftsmanship or preparation hereof.

24. Oral Statements--No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Contract. The MDA must make all modifications to the Contract in writing.
25. Third Party Action Notification--Contractor shall give the MDA prompt notice in writing of any action or suit filed, and prompt notice of any claim against the Contractor by any entity that may result in litigation related in any way to this Contract.
26. Independent Contractor Status--The Contractor shall, at all times, be regarded as and shall be legally considered an independent Contractor and shall at no time act as an agent for the MDA. Nothing contained herein shall be deemed or construed by the MDA, the Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint venturers, employer and employee, or any similar such relationship between the MDA and the Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the MDA or the Contractor hereunder, creates or shall be deemed to create a relationship other than the independent relationship of the MDA and the Contractor. Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the MDA. Neither the Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the MDA; and MDA shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, agents, or employees. The MDA shall not withhold from the contract payments to the Contractor any federal or Mississippi unemployment taxes, federal or Mississippi income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Further, the MDA shall not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the State of Mississippi for its employees.
27. Stop Work Order--
 1. Order to Stop Work. The Procurement Officer of the Department, may, by written order to the Contractor at any time, and without notice to any surety, require the Contractor to stop all or any part of the work called for by this Contract. This order shall be for a

specified period not exceeding 90 days after the order is delivered to the Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Procurement Officer shall either: (a) cancel the stop work order; or (b) terminate the work covered by such order as provided in the "Termination for Default Clause" or the "Termination for Convenience Clause" of this Contract.

2. Cancellation or Expiration of the Order. If a stop work order issued under this clause is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the Contract shall be modified in writing accordingly, if: (a) the stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this Contract; and (b) the Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this Contract.
3. Termination of Stopped Work. If a stop work order is not cancelled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.
4. Adjustments of Price. Any adjustment in Contract price made pursuant to this clause shall be determined by mutual consent of the parties.

28. Representation Regarding Contingent Fees--

The Contractor represents that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fees, except as disclosed in the Contractor's bid or proposal.

29. Certification of Independent Price Determination--

The bidder certifies that the prices submitted in response to the solicitation have

been arrived at independently and without - for the purpose of restricting competition - any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or methods or factors used to calculate the prices bid.

30. Payments by State of Mississippi agencies using the Statewide Automated Accounting System shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Contractor's choice. The State may, at its sole discretion, require the Contractor to submit invoices and supporting documentation electronically at any time during the term of this Contract. The Contractor understands and agrees the State is exempt from the payment of taxes. All payments shall be in United States currency.

31. Special Conditions – In furtherance of the purposes of this Contract, the MDA will be required to provide to the Contractor certain information that is subject to the Privacy Act of 1974, Public Law 93-579 (5 U.S.C. 552a) (Privacy Act) and applicable regulations. By entering into this agreement, the MDA commits to sharing such information with the Contractor on the following terms and conditions and the Contractor agrees that upon acceptance of such information that it will take all steps necessary to ensure that such information is used and protected as required by federal law. The Contractor further acknowledges that a breach of this trust could result in civil and/or criminal action. The Contractor agrees that it will abide by the requirements of the Privacy Act in handling this information and further agrees that said information shall be used only in furtherance of the MDA's provision of disaster assistance and to prevent duplication of effort and duplication of benefits.

The Contractor acknowledges receipt of the following notification and agrees to abide by the terms of the Privacy Act.

1) **PRIVACY ACT NOTIFICATION**

The Contractor will be required to design, develop or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

2) The Contractor agrees to:

- A) Comply with the Privacy Act of 1974 and the agency rules and regulations issued under the Privacy Act in the design, development or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies:
 - (i) The systems of records; and
 - (ii) The design, development, or operation work that the Contractor is to perform;

- B) Include the Privacy Act notification contained in this agreement in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development or operation of a system of records on individuals that is subject to the Privacy Act; and
 - C) Include this clause, including this paragraph (C), in all subcontracts awarded under this or any agreement with the MDA, which requires the design, development or operation of such a system of records.
- 3) In the event of violations of the Privacy Act, a civil action may be brought against the Contractor when the violation concerns the design, development or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the Contractor when the violation concerns the operation of a system of records on individuals to accomplish an agency function.
- 4.A)“Operation of a system of records,” as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use and dissemination of records.
- 4.B)“Record,” as used in this clause, means any item, collection or grouping of information about an individual that is maintained by an agency including, but not limited to, education, financial transactions, medical history and criminal or employment history and that contains the person’s name or the identifying number, symbol or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.
- 4.C)“System of records on individuals,” as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol or other identifying particular assigned to the individual.

THE FOLLOWING RESPONSE FORMAT SHALL BE USED FOR ALL SUBMITTED PROPOSALS:

- A. Completed and signed Request for Proposal Submission Form (included).
- B. Management Summary: Provide a statement indicating the underlying philosophy of the Proposer in providing the service.
- C. Proposal: Describe in detail how the service will be provided. Include a description of major tasks and subtasks. A timeline for execution shall be included in this section.
- D. Corporate experience and capacity: Describe the experience of the Proposer in providing the service, give number of years the service has been delivered, and provide a statement on the extent of any corporate expansion required to handle the service.
- E. Personnel: Attach resumes' of all those who will be involved in the management of this project that includes their experience in the area of service delivery. Indicate the level of involvement by principals of the Proposer in the day-to-day operation of the contract.
- F. References: Give at least three (3) references for contracts of similar size and scope, including at least two (2) references for current contracts or those awarded during the past three (3) years. Include the name of the organization, the length of the contract, a brief summary of the work, and the name and telephone number of a responsible contact person.
- G. Acceptance of conditions: Indicate any exceptions to the General Terms and Conditions of the proposal document and to insurance, bonding, and any other requirements listed.
- H. Additional data: Provide any additional information that will aid in evaluation of the response.
- I. Cost data: Estimate the total cost of the service. Cost data submitted at this stage is not binding and is subject to negotiation if your proposal is chosen as a finalist. Include the number of personnel to be assigned to the contract and the total estimated cost of the labor portion of the contract (include a sample staffing chart). Hourly rates shall include all overheads, direct, indirect, fringe and other miscellaneous expenses. Lodging, travel, rental cars (or company vehicles), per diem, gas and cell phones should be included in the cost data and will not be reimbursed separately. Lodging arrangements will be the responsibility of the successful Proposer.

MISSISSIPPI DEVELOPMENT AUTHORITY

REQUEST FOR PROPOSALS FOR

**LONG TERM WORKFORCE HOUSING
SENIOR HOUSING**

SUBMISSION FORM

RFP #: 092509

Company _____

Address _____

Contact Person _____

Telephone Number _____

Email _____

NOTE: It is the Proposer's responsibility to provide adequate information in their proposal package to enable MDA to ensure the proposal meets the required criteria. Items listed in the package shall be in the same order as listed in the specifications. Failure to do so could result in the rejection of the proposal.

EMPLOYEES NOT TO BENEFIT

I (we) hereby certify that if the contract is awarded to our firm, partnership, or corporation, no employee of MDA, or members of his/her family, including spouse, parents or children has received or been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder's fee, political contribution or any similar form of remuneration on account of the act of awarding and/or executing this contract.

CONFLICTS OF INTEREST

The Proposer [] is [] is not aware (mark one box) of any information bearing on the existence of any potential organizational conflict of interest.

CONTINGENT FEES

The prospective contractor represents as a part of such contractor's bid or proposal that such contractor [] has or [] has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

COLLUSION

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same services, materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal laws and can result in fines, prison sentences, and civil damage awards. I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete. I agree to abide by all conditions of the proposal and certify that I am authorized to sign for my company.

Signature Date: _____

Name (Printed): _____

Title: _____

Signature: _____