

+

REQUEST FOR PROPOSAL

TO SELECT A QUALIFIED DEVELOPER TO BUILD LOW INCOME SENIOR
HOUSING COMMUNITIES FOR THE JEFFERSON PARISH DEPARTMENT OF
COMMUNITY DEVELOPMENT



RFP No.: 0347

Proposal Receipt Date: September 9, 2016

Proposal Receipt Time: 4:30 PM

Jefferson Parish
Department of Purchasing
P. O. Box 9
Gretna, Louisiana 70054

(504)364-2678

Revision Date: 4.16.2016

TABLE OF CONTENTS

PART I. ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Background	3
1.2 Purpose.....	4
1.3 Goals and Objectives –	4
1.4 Proposer Minimum Requirements	5
1.5 Schedule of Events.....	5
1.6 Proposal Submittal.....	5
1.7 Proposal Response Format.....	6
1.8 Number of Response Copies –.....	8
1.9 Legibility/Clarity	8
1.10 Pre-proposal Conference.....	8
1.11 Written Inquiries	8
1.12 Inquiry Periods.....	8
1.13 Required Signed and Notarized Affidavits.....	9
1.14 Proposal Guarantee	10
1.15 Performance Bond	10
1.16 Fidelity Bond Requirements	10
1.17 Proposal Validity	10
1.18 Changes, Addenda, Withdrawals.....	10
1.19 Cost of Offer Preparation.....	11
1.20 Acceptance of Proposal Content.....	11
1.21 Written or Oral Discussions/Presentations	11
1.22 Standard Terms and Conditions and Non-negotiable Contract Terms	11
1.23 Taxes.....	12
1.24 Selected Proposer’s Responsibilities	12
1.25 Sub-Contractor Requirements.....	12
1.26 Insurance Requirements.....	12
1.27 Subcontractor Insurance	12
1.28 No Guarantee of Quantities	12
1.29 Contract Negotiations	13
1.30 Cancellation of RFP or Rejection of Proposals	13
1.31 Evaluation and Selection	13
1.32 Indemnification	15
1.33 Payment for Services	15
1.34 Termination.....	16
1.35 Assignment	16
1.36 EEOC and ADA Compliance	16
1.37 Audit of Records.....	17
1.38 Record Retention	17

1.39 Record Ownership	17
1.40 Content of Contract/Order of Precedence.....	17
1.41 Contract Changes	18
1.42 Substitution of Personnel	18
1.43 Force Majeure	18
1.44 Governing Law	18
1.45 Claims or Controversies.....	18
1.46 Diversity and Income Requirements.....	18
1.47 HUD Compliance Requirements	19
2.0 Scope of Work/Services.....	22
2.2 Period of Agreement	28
2.3 Cost Proposal (Price Schedule).....	28
2.4 Deliverables	28
2.5 Location	29
2.6 Financial Profile.....	29
2.7 Proposal Elements.....	29
3.1 Evaluation Criteria	31
4.1 Performance Requirements.....	32
4.2 Performance Measurement/Evaluation.....	33
ATTACHMENT "A"	34
Attachment B (Cost – Federal Funds Requested).....	36
Attachment C (Application).....	37
SIGNATURE PAGE	44
CORPORATE RESOLUTION.....	45
Request for Proposal Affidavit	46

Anti-Lobbying Form – Certification
Debarment/Suspension Form – Certification

Copy of Advertisement

**REQUEST FOR PROPOSAL
FOR QUALIFIED DEVELOPER TO BUILD
A LOW INCOME SENIOR HOUSING COMMUNITY**

1.1 Background –

The Jefferson Parish Community Development Department (hereinafter "JPCD"), through the Parish of Jefferson (sometimes herein referred to as the "Parish") is soliciting applications from qualified and interested Developers relating to the financing, construction, maintenance and management of one (1) affordable senior housing rental facility with at least 30 one (1) bedroom units (Proposed Project).

Jefferson Parish's senior population is one of the fastest growing in the region. Seniors volunteer regularly in the community and belong to local groups and charitable organizations. In the continuum of care for aging elders, there are three typical phases of housing and care that responsive and responsible communities ideally want to provide:

- Affordable, accessible and safe housing where healthy seniors can live independently;
- Affordable housing professionally managed for seniors who need some assistance with daily living needs; and
- Long term nursing care facilities.

While there are some housing communities for seniors, there are not enough affordable that are adequate to satisfy the demand. There is an active waiting list for seniors for Section 8 vouchers that provide affordable housing.

POLICY GOALS/COMMUNITY BENEFIT

The Jefferson Parish Community Development, , has recognized the following areas that necessitate the need for Affordable Senior Housing for seniors:

- Market rents in and around the region (approximately \$800-\$1200 for a 1-bedroom) are not affordable to low income seniors on a fixed income
- There are currently very few affordable housing options for seniors in the area and many that are affordable have years' long waiting lists
- There is a need for a proposed site that is ideal for senior housing to be close to public transit, grocery stores, restaurants, and other services
- Lack of affordable housing can force seniors to live in substandard conditions, move away from their support networks causing isolation, and pay a majority of their limited income for rent, creating difficult trade-offs, high stress and risk of becoming homeless

Therefore, the Parish of Jefferson, through the JPCD, is soliciting proposals from developers qualified to finance, construct, maintain and manage one (1) affordable

senior housing rental facility with at least 30 one (1) bedroom units. Minority and women-owned businesses are encouraged to submit a proposal.

The affordable senior housing community shall be age- restricted to low-to-moderate individuals or households aged 62 or over. Low and moderate income (LMI) persons are defined as persons with incomes at or below 80% of the median income for the area in which the project is located.

The Parish's objective is to facilitate the development of affordable senior housing communities within an area designated as a low-to-moderate income area by a private developer. Low and moderate area (LMA) is defined as an area that benefits all residents in a particular area, where at least 51 percent of the residents are LMI. Concept layout and site design should be guided by the Parish of Jefferson design guidelines.

The JPCD is offering assistance with federal Community Development Block Grant and/or HOME Program funding, up to one (1) million dollars, if the Proposer documents a demonstrated need in order to provide affordable low-income senior housing.

1.2 Purpose

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals as allowed by Jefferson Parish Code of Ordinances Section 2-895 et. seq. from bona fide, qualified Developers qualified to finance, construct, maintain and manage an affordable low income senior housing in Jefferson Parish, and other services across a broad range of CDBG and HOME funded projects and programs managed and contributed to by JPCD. By submitting a proposal, proposer agrees to comply with all provisions of Louisiana law as well as compliance with the Jefferson Parish Code of Ordinances, Louisiana Code of Ethics, applicable Jefferson Parish ethical standards and Jefferson Parish (hereinafter sometimes referred to as the "Parish") standard terms and conditions as adopted by Jefferson Parish Council Resolution. Jefferson Parish does not obligate itself to contract for more than the actual requirements during the period of this contract, as determined by actual needs and availability of appropriated funds

1.3 Goals and Objectives –

This is a competitive process open to all. The Department of Community Development desires to obtain a firm that is familiar with the federal regulations, state laws, parish ordinances and departmental processes to demonstrate specific knowledge of and experience as a developer to finance, construct, maintain and manage a 100% affordable low income senior rental complex in Jefferson Parish from purchase of the property to completion of the project for the Department of Community Development. The Proposer shall already possess title to the property or shall be able to demonstrate the ability to obtain title to a property within 12 months.

1.4 Proposer Minimum Requirements

References:

Proposers must provide a minimum of three (3) references (governmental and/or private), for whom equal or larger scope of services are either currently being provided or have been provided in recent past (department to define recent past but not to exceed past two years). Contact person(s), addresses and telephone numbers for each reference shall be included. References must also include verification of experience and ability to meet project deadlines/timelines.

1.5 Schedule of Events

	<u>Date</u>	<u>Time (CST)</u>
1. RFP mailed to prospective proposers	8/10/16	At least 30 days prior to the last day that proposals will be accepted
2. Pre-Proposal Conference	Not required	10-14 days after RFP mailed
3. Deadline to receive written inquiries	9/2/16	4:30 PM
4. Proposal Receipt Date and Time	9/9/16	4:30 PM
5. RFP Evaluation Committee Meeting		TBD

Proposers are encouraged to check the general information board in the General Government Building located at 200 Derbigny St., Gretna and the Joseph S. Yenni Building located at 1221 Elmwood Park Blvd., Jefferson. Additionally proposers may check for meeting information posted on the Jefferson Parish website.

6. Council Selection via resolution	To be scheduled
7. Contract Ratification via resolution	To be scheduled

NOTE: The Parish of Jefferson reserves the right to deviate from these dates.

1.6 Proposal Submittal

All proposals including mandated affidavits in accordance with Section 2-895 of the Jefferson Parish Code of Ordinances shall be received by the Jefferson Parish

Purchasing Department **no later than date and time shown in the Schedule of Events in order to be considered responsive.**

Important – Clearly mark outside of envelope, box or package with the following information and format:

- Proposal Name: QUALIFIED DEVELOPER TO BUILD LOW INCOME SENIOR HOUSING COMMUNITIES FOR THE JEFFERSON PARISH DEPARTMENT OF COMMUNITY DEVELOPMENT
- Proposal No. 0347
- Proposal Receipt Date and Time: Friday, September 9, 2016 at 4:30 PM

Proposals will be received at:

Jefferson Parish Purchasing Department
200 Derbigny Street, Suite 4400
Gretna, Louisiana 70053

Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. Jefferson Parish Purchasing is not responsible for any delays caused by the proposer's chosen means of proposal delivery.

Proposer is solely responsible for the timely delivery of its proposal. Late proposals will not be accepted.

PROPOSALS SHALL NOT BE OPENED PUBLICLY. Cost proposals (Price Schedules) shall be submitted in separate, sealed envelopes and shall remain sealed until the RFP Evaluation Committee meeting. PRICES SHALL NOT BE READ UNTIL THE COMPLETION OF THE TECHNICAL EVALUATION. Cost shall be worth twenty-five percent (25%) of the total points assigned. Evaluation of cost shall take place after technical evaluation has been completed.

1.7 Proposal Response Format –

Proposals submitted for consideration should follow the format and order of presentation described below:

- A. Cover Letter: Containing summary of Proposer's ability to perform the services described in the RFP and confirms that Proposer is willing to perform those services and negotiate a contract with the Parish. The letter shall be signed by a person having authority to negotiate and to commit the Proposer to a contract. If proposer is a sole-proprietorship, proposer must include a statement that the company is a sole-proprietorship signed by the owner. If proposer is an agency, corporation, partnership or other legal entity, the president, vice-president, secretary or treasurer, or an authorized agent shall sign the proposal, **and** satisfactory evidence of the authority of the person signing for the agency, corporation, partnership or other legal entity shall be attached to the proposal. A

sample corporate resolution may be downloaded from the Purchasing Department webpage of the Jefferson Parish website.

Proposers should exhibit their understanding and approach to the project and address how each element will be accomplished. Proposers are advised that except as otherwise provided by law, all documents submitted to the Parish under this RFP are subject to the Louisiana Public Records Act, LSA-R.S. 44:1 et seq., and may be released when a public records request is made in accordance with the law.

- B. Table of Contents: Organized in the order cited in the format contained herein.
- C. Technical Proposal: Illustrating and describing compliance with the RFP requirements defined in the Scope of Work/Services (Part II) and Proposer Qualifications
- D. Proposer Qualifications and Experience: History and background of Proposer, including but not limited to status with related services to government entities existing customer satisfaction, demonstrated volume of merchants, etc..
- E. Innovative Concepts: Present innovative concepts, if any, not discussed above for consideration.
- F. Project Schedule: Detailed schedule of implementation plan for pilot (if applicable) and full implementation. This schedule is to include implementation actions, timelines, responsible parties, etc.
- G. Financial Profile: Firms are requested to submit documentation from the past three (3) years demonstrating firm's financial stability. Documentation may include audited financial statements including balance sheets, income statements, documentation regarding retained earnings, assets, liabilities, etc. Such information should be included in the technical portion of the proposal submission and **MUST NOT** be included with the cost proposals.
- H. Cost Proposal: Proposer's fees and other costs shall be submitted in a **separate sealed envelope** with proposal submission in accordance with section 1.3 above. This cost proposal shall include any and all costs the Proposer wishes to have considered in the proposed contractual arrangement with the Parish of Jefferson. Cost shall be worth twenty-five percent (25%) of the total points assigned. Evaluation of cost shall take place after technical evaluation has been completed.

1.8 Number of Response Copies –

Each Proposer shall submit one (1) signed original response along with six (6) additional copies of the proposal, including mandatory affidavits (signed and properly notarized) in original format. In addition, proposer must submit a copy on CD-R/CD-RW media or flash drive as long as data on the disc and/or flash drive is formatted to open in the standard Microsoft Office suite programs (.xls, .doc, .ppt). PDF files are also acceptable. Cost proposals **should not** be included in the electronic submission.

Cost proposals must be submitted in a separate sealed envelope, which contains one (1) original and six (6) additional copies. The envelope will remain sealed until the evaluation committee meets and scores all technical components of this RFP as indicated in the evaluation criteria.

1.9 Legibility/Clarity

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The proposer's response shall demonstrate an understanding of the requirements. Proposals shall be prepared simply and economically, providing straightforward, concise descriptions of the proposer's ability to meet the requirements of the RFP. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

1.10 Pre-proposal Conference

NOT REQUIRED FOR THIS RFP

1.11 Written Inquiries

The Parish shall only consider written and timely communications from proposers. No negotiations, decisions, or actions shall be binding as a result of any oral discussions with any Parish employee or Parish consultant. Answers to questions that materially change or substantially clarify the RFP shall be addressed by addendum and provided to all prospective proposers.

1.12 Inquiry Periods

An initial inquiry period is hereby firmly set for all interested proposers to perform a detailed review of the RFP documents and to submit any written questions relative thereto. *Without exception*, all questions **MUST** be in writing (even if an answer has already been given to an oral question during the Pre-proposal conference) and received by the close of business on the Inquiry Deadline date set forth in the Schedule of Events. Initial inquiries shall not be entertained thereafter. All official responses to inquiries will be communicated in the form of an addendum.

The Parish of Jefferson shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our agency and departments. The Parish of Jefferson reasonably expects and requires responsible and interested proposers to conduct their in-depth proposal review and submit initial inquiries in a timely manner.

A final 3-day inquiry period may be granted, if additional questions or requests for clarification are received as a result of an addendum. Questions relative to the addendum shall be submitted no later than three full working days, 4:30pm, from the date the addendum is posted. If necessary, another addendum will be issued to address any final questions received. Thereafter, all proposal documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended clarified by any addendum issued as a result of the final inquiry period.

Said written inquiries submitted by the proposer shall clearly cross-reference the relevant RFP section. The Parish shall only respond to those inquiries received by the established deadline. Answers to questions that change or substantially clarify the solicitation shall be issued by addendum and provided to all prospective proposers.

Inquiries in accordance with this section may be delivered by regular mail, express courier, e-mail, hand, or fax to:

Jefferson Parish Purchasing Department
200 Derbigny Street, Suite 4400
Gretna, Louisiana 70053
Phone: (504)364-2678 Fax: (504)364-2693
Buyer Email: sduffy@jeffparish.net

1.13 Required Signed and Notarized Affidavits

Affidavits in accordance with Section 2-895 et. seq. of the Jefferson Parish Code of Ordinances are required with proposal submission. For the convenience of vendors, these affidavits have been combined into one form entitled, *Request for Proposal Affidavit*. **This affidavit (Request for Proposal Affidavit) must be completed, signed, properly notarized and submitted in its original format with the proposal submission. Failure to submit or properly execute the RFP Affidavit will result in the proposal being deemed non-responsive in accordance with Section 2-895(b) of the Jefferson Parish Code of Ordinances.**

***Pre-placed emergency contracts, as defined by Section 2-917 of the Jefferson Parish Code of Ordinances, shall be exempted from submitting the Sub-contractor Affidavit. As such, this section is NOT required to be completed in the Request for Proposal Affidavit. However, a list of all sub-contractors used in the performance of the pre-placed emergency contracts shall be submitted prior to payment on the contract.**

All persons or firms who are under contract which were awarded on a non-bid basis with Jefferson Parish or with any of its agencies, divisions or special districts or who submit responses to any request for submittals to contract on a non-bid basis with Jefferson Parish or with any of its agencies, divisions or special districts must identify all subcontractors and persons, excluding full time employees of the firm, who would assist in providing services or materials under the contract or who would share in any fees, commissions or other remuneration under the contract. Each such subcontractor or person shall submit all documents and information required by this section. Substitutions or subsequent addition of subcontractor(s) or other persons to this RFP and any ensuing contract must be requested in writing and ratified by Council resolution. Said written request shall provide to the detailed justification of the compelling need for such addition substitution

1.14 Proposal Guarantee

NOT REQUIRED FOR THIS RFP

1.15 Performance Bond -

The successful proposer shall be required to provide a performance (surety) bond in the amount equal to 100% of the amount requested from the applicant to insure the successful performance of the agreement in accordance with the negotiated terms and conditions of the parties. The proposer acknowledges and agrees that the performance bond may be forfeited for successful proposer's failure to fully and faithfully perform its obligations in accordance with the negotiated and executed agreement.

1.16 Fidelity Bond Requirements

The successful proposer shall be required to provide a fidelity bond in the amount equal to half of the funds awarded by the Parish insure that the Parish is protected from fraudulent acts performed by the successful proposer and/or its employees. The proposer acknowledges and agrees that the fidelity bond may be forfeited for losses that are incurred as a result of fraudulent acts by the successful proposer and/or its employees.

1.17 Proposal Validity

All proposals shall be irrevocable and considered valid from the receipt date for acceptance until such time an agreement is executed.

1.18 Changes, Addenda, Withdrawals

If the proposer needs to submit changes or addenda, proposers shall submit changes or addenda in writing, signed by an authorized representative of the proposer. All addenda and changes must cross-reference the relevant RFP section. Said changes or addenda shall be delivered prior to the RFP proposal receipt date and submitted in a sealed

envelope to be opened contemporaneously with the proposal submission. Proposer(s) request(s) for withdrawal of responses to this RFP must be submitted in writing and received prior to the RFP receipt date as set forth in the Schedule of Events.

1.19 Cost of Offer Preparation

All submissions in response to this RFP shall be at the sole cost and expense of the proposer and shall not be subject to reimbursement by the Parish of Jefferson.

1.20 Acceptance of Proposal Content

Proposer's submission to this RFP shall be construed as an acceptance to be bound by the terms and conditions stated herein. Any action in contradiction of this acceptance may result in rejection by the Council.

1.21 Written or Oral Discussions/Presentations

The Parish may conduct written or oral discussions with Proposer(s) to clarify and/or enhance the Parish's understanding of submitted material. Any commitments or representations made during these discussions, if conducted, may become formally recorded in the final contract. Conversely, the Parish may make awards based on initial offers. Neither negotiations nor changes to proposals will be allowed during these discussions.

1.22 Standard Terms and Conditions and Non-negotiable Contract Terms

1.22(A) The standard general terms and conditions used by the Parish of Jefferson may be found in Resolution No. 113646. A copy may be obtained from the Parish Clerk's Office, 6th Floor, General Government Building, 200 Derbigny Street, Gretna, LA 70053, 364-2626. A copy of the resolution may also be downloaded by viewing the Purchasing Department webpage of Jefferson Parish's website, www.jeffparish.net.

1.22(B) Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, force majeure, governing law, including ethics statements, claims or controversies, and termination based on contingency of appropriation of funds.

1.22(C) It shall be the duty of every Parish officer, employee, department, agency, special district, board, and commission; and the duty of every contractor, subcontractor, and licensee of the Parish and the duty of every applicant for certification of eligibility for a Parish contract or program, to cooperate with the Inspector General in any investigation, audit, inspection, performance review, or hearing pursuant to Jefferson Parish Code of Ordinances Section 2-155.10 (19). By submitting a proposal, proposer

acknowledges this and will abide by all provisions of the referenced Jefferson Parish Code of Ordinances.

1.23 Taxes

Jefferson Parish is exempt from paying sales taxes under Louisiana State Revised Statute 47:301(8)(c). All prices for purchases of supplies and materials by Jefferson Parish shall be quoted exclusive of State and Parish taxes.

1.24 Selected Proposer's Responsibilities

The selected proposer shall be required to provide all items and services offered in his proposal. The proposer shall be the sole point of contact for all contractual matters, including payment of any and all charges resulting under the contract.

1.25 Sub-Contractor Requirements

If the proposer intends to subcontract portions of the work or to satisfy any of the Proposer Requirements and/or Scope of Work through the use of a subcontractor, the proposer shall include the name of the subcontractor and specific designations of the tasks to be performed or Vendor Requirements to be met by respective subcontractor(s). The information requested of the proposer under the terms of this RFP shall also be supplied for each subcontractor and shall be included in the proposal. Unless specifically permitted in the contract with the Parish of Jefferson, the successful proposer(s) shall not contract with any other party for furnishing any of the work herein contracted without the ratification by Jefferson Parish Council resolution.

1.26 Insurance Requirements

Proposer shall furnish the Parish with certificates of insurance evidencing mandating coverage(s) pursuant to Resolution No. 113646 and Attachment "A". A copy of Resolution No. 113646 may be downloaded from the Purchasing Department webpage on the Jefferson Parish website, www.jeffparish.net.

1.27 Subcontractor Insurance

The proposer shall include all subcontractors as insured under its policies or shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be in conformity with Resolution No. 113646. A copy of Resolution No. 113646 may be downloaded from the Purchasing Department webpage on the Jefferson Parish website, www.jeffParish.net.

1.28 No Guarantee of Quantities

NOT APPLICABLE FOR THIS RFP

1.29 Contract Negotiations

The Parish administration shall negotiate the details of service delivery, the terms of the contract, and the contract price most advantageous to the Parish with the proposer(s) selected by the Jefferson Parish Council (sometimes referred to throughout this document as the "Council") and submit the contract, in final form, to the Council for ratification. Contract negotiations are limited by section 1.22 Non-negotiable Contract Terms in this RFP. In the event a contract cannot be successfully negotiated, the RFP evaluation committee shall seek authorization from the Council to negotiate a contract with another proposer under that RFP.

1.30 Cancellation of RFP or Rejection of Proposals

In accordance with Section 2-895 of the Parish of Jefferson Code of Ordinances, the Parish through its Council may reject any or all proposals received in response to this RFP, or cancel this RFP prior to proposal receipt date if in the best interest of the Parish.

1.31 Evaluation and Selection

In conformity with Section 2-895 of the Jefferson Parish Code of Ordinances, all Proposer submissions will be evaluated by the RFP Evaluation Committee. Before beginning the evaluation process, the evaluation committee must review the RFP, concerning not only the task of description but also the qualifications and the evaluation criteria. The Evaluation Committee shall be comprised of members from requesting department(s), Research and Budget, Purchasing, Finance and Legal Department (Parish Attorney's Office). The representative of the Legal Department shall act as secretary of the evaluation committee, and is solely responsible for disseminating all information received during the review process. Also, if deemed necessary and duly authorized by Council resolution, additional employees of Jefferson Parish may be appointed as members of the RFP Evaluation Committee. After completion and tallying of the technical evaluation scores, each scoring evaluation committee member shall sign and date his individual score sheet. After the secretary of the evaluation committee collects all individual score sheets, the Purchasing Department and the requesting department shall tally the individual scores to obtain a total technical evaluation score for each proposer. Following the tabulation of technical scores, the Purchasing Department shall open the sealed pricing proposals, and shall read the pertinent portions of those pricing proposals aloud. To the extent necessary, the evaluation committee may further review and analyze the cost proposals and/or request and receive clarification of the pricing information provided by the proposers for submission to the Council. After discussion of all price proposals, the Finance Department shall calculate the cost evaluation portion of the scoring sheet, using the pricing proposals submitted by proposers and the formula below. The cost evaluation shall constitute twenty-five percent (25%) of the total points assigned, and will be based upon standard cost rates submitted by the proposers. The proposer with the lowest cost shall receive

the highest cost evaluation score. Other proposers will receive a cost score computed as follows:

$$CS = (LPC/PC*X)$$

Where: CS = Computed cost score for Proposer

LPC = Lowest proposed cost (i.e., Lowest amount of federal funds requested) of all Proposers

PC = Proposer's cost

X = 25% of the total number of points assigned.

After the Finance Department completes the cost evaluation scores, the Purchasing Department and the requesting department shall each add the cost evaluation scores for each proposer to the tabulated technical scores of each proposer, totaling the final number of points assigned to each proposer. The tabulated score sheet shall be signed and dated by the Purchasing Department, the Finance Department and the requesting department. The secretary of the evaluation committee shall collect all individual and tabulated score sheets and deliver them to the Parish Clerk. The Evaluation Committee shall prepare and forward to the Council a memorandum identifying the qualified firms and explaining their rationale. Attached to the memorandum shall be copies of the cost proposals received in accordance with the RFP, along with any analysis or clarification completed regarding those pricing criteria. A list of names of the responsive and responsible proposers shall be submitted to the Council along with a list of the non-responsive and non-responsible offers. Responsibility of a proposer shall be determined in accordance with competitive sealed bids in the Revised Statutes of the State of Louisiana. Responsiveness shall be determined considering the materials that the proposer has submitted and the core requirements of the RFP. Proposers are invited to attend the evaluation meeting(s) and are encouraged to check the Jefferson Parish website, www.jeffparish.net, for meeting details.

Upon completions of its analysis, the Council may either (i) adopt the resolution selecting the proposer(s) to supply the non-standard item(s) or perform the statement of work or scope of services; or (ii) reject all proposals. The Council shall select the proposal which received the highest cumulative score from the evaluation committee; except that the Council may select a proposer other than the highest-ranked proposer provided that proposer selected has been given a cumulative score by the committee that is no more than ten percent (10%) lower than the cumulative score for the highest-ranked proposer.

Award of the contract may be made without discussions after proposals are received and evaluated. Proposals should, therefore, be submitted on the most favorable terms which the proposer can submit, from a technical standpoint; and from a price standpoint. If the evaluation committee determines that discussions are necessary, written submissions or oral discussions/presentations may be required from all proposers.

1.32 Indemnification

Proposer shall agree to indemnify and hold the Parish of Jefferson, its departments, agencies, boards and commissions, officers, agents, servants and employees, including volunteers, harmless against any and all claims, demands, suits, costs, liabilities or judgments for sums of money, and fines or penalties asserted by any party, firm or organization for loss of life or injury or damages to person or property, growing out of, resulting from, or by reason of any negligent acts, errors, and/or omissions by proposer, its agents, servants or employees, while engaged upon or in connection with the services required to be performed by proposer under this RFP.

Further, proposer shall agree to indemnify the Parish of Jefferson, its departments, agencies, boards and commissions, officers, agents, servants and employees, including volunteers for all reasonable expenses and attorney's fees incurred by or imposed in connection therewith for any loss, damage, injury or other casualty pursuant to this RFP. Proposer additionally shall agree to pay all reasonable expenses and attorney's fees incurred by the Parish of Jefferson, its departments, agencies, boards and commissions, officers, agents, servants and employees, including volunteers in establishing the right to indemnity pursuant to the provisions stated herein.

1.33 Payment for Services

The proposer shall address and send the invoice to the **Jefferson Parish Community Development Department** pursuant to the payment terms negotiated in the agreement. Payments will be made by the **Jefferson Parish Community Development Department** no earlier than thirty (30) days after receipt of a properly executed invoice, and approval by the **Finance Department**. Invoices shall include the contract and order number, using department and product purchased. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

With each invoice submitted, the person or firm holding said non-bid contract shall acknowledge that no subcontractors or other persons have been added to the contract without prior Council approval by resolution. Failure to comply with this section shall result in penalties imposed upon the person or firm under contract as set forth in section 2-935.1 for professional service providers.

Successful proposers submitting payment requests for services in connection with pre-placed emergency contracts, as defined by Section 2-917 of the Jefferson Parish Code of Ordinances shall provide a list of all sub-contractors used in the performance of the pre-placed emergency contracts prior to payment on the contract.

1.34 Termination

The proposer affirmatively acknowledges and agrees that the terms of any ensuing agreement shall be binding upon the parties hereto until the work has been completed and accepted by the Parish; but said agreement may be terminated under any or all of the following conditions:

- A. By mutual agreement and consent of the parties hereto.
- B. By the Parish as a consequence of the failure of successful proposer(s) to comply with the terms or quality of work in a satisfactory manner, proper allowance being made for circumstances beyond the control of successful proposer(s) provided the Parish will give successful proposer(s) written notice of any such failure and ten (10) days (or more if authorized in writing by the manager) to cure any such failure.
- C. By either party upon failure of the other party to fulfill its obligation as set forth in the Agreement.
- D. By the Parish for convenience by issuing successful proposer(s) thirty (30) days written notice.

The continuance of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Council. If the Council fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Parish President to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

1.35 Assignment

The proposer affirmatively acknowledges and agrees that any ensuing agreement shall be binding upon the successors and assigns for the parties hereto. The ensuing agreement being for the personal services of the successful proposer(s) shall not be assigned or subcontracted in whole or in part by said successful proposer(s) as to the services to be performed hereunder without the written consent of the Parish, in the Parish's sole discretion.

1.36 EEOC and ADA Compliance

The proposer agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistant Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination in Employment Act of 1972, and the Contracting Party agrees to abide by the requirements of the American with Disabilities Act of 1990.

The proposer shall keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect his employees or prospective employees.

Any act of discrimination committed by the proposer, or failure to comply with these statutory obligations, when applicable, shall be grounds for termination of this contract.

1.37 Audit of Records

Proposer(s) affirmatively acknowledges and agrees that pursuant to any ensuring contract, successful proposer shall maintain adequate books of account with respect to its services, in accordance with generally accepted accounting principles (GAAP) in a form and method acceptable to the Parish. Successful proposer(s) shall permit Parish and Parish's agents from time-to-time within forty-eight (48) hours written notice, to inspect, copy and audit during successful proposer(s) normal business office hours, the books and records pertaining to the services provided under this Agreement. Parish's right to audit, inspect, and make copies of FIRM's records shall be at the sole expense of Parish.

Periodic and/or Annual Reports. At any time, the Parish may request that the successful proposer(s) with the minimum of thirty (30) days written notice, prepare and/or produce a report of the results of operations, as it pertains to any ensuring agreement, in the previous fiscal year prepared in accordance with generally accepted accounting principles (GAAP). The report must be prepared and certified by an independent certified public accounting firm. (For purposes of said agreement, each "fiscal year" begins on January 1 and ends on December 31 of the same year.)

1.38 Record Retention

The proposer shall maintain all records in relation to this proposed agreement at its location for a period of at least three (3) years upon expiration or earlier termination of the contract or for a period stipulated by the governing State and Federal regulations, whichever is longer.

1.39 Record Ownership

The proposer acknowledges and agrees that all records, reports, documents, or other material(s) developed or resulting from this RFP shall be the sole property of the Parish of Jefferson, and shall be returned to the Parish by proposer upon request at expiration or earlier termination of this agreement.

1.40 Content of Contract/Order of Precedence

In the event of a conflict among documents, the order of precedence which shall govern is as follows: 1) the final contract; and, 2) the Request for Proposal (RFP) and addenda (if any); and, 3) the proposer's proposal; and, 4) Resolution No. 113646 and any amendments thereto.

1.41 Contract Changes

Upon negotiation of a bona-fide agreement between the parties, no additional changes, amendments, or modifications may be completed without the prior ratification of the Council.

1.42 Substitution of Personnel

In conformity with Section 1.6, substitution of personnel shall be ratified by the Council. In addition to the foregoing, if during the term of the contract, the proposer cannot provide the personnel or subcontractor as stated in its submission, proposer shall submit a written request for substitution supported by resume of qualifications and written certification that said substitution shall meet or exceed the requirements stated herein. Said substitution shall be at the Parish's sole discretion.

1.43 Force Majeure

The proposer or Parish of Jefferson shall be exempted from performance under the terms and conditions of the negotiated agreement if the proposer or Parish is prevented from performing any services in whole or in part as a result of any act of God, strike, war, civil disturbance, epidemic or court order; provided the proposer or Parish of Jefferson has prudently and promptly acted to undertake any and all corrective steps that the respective parties can perform. Subject to this provision, such nonperformance shall not be construed as considered cause or grounds for early termination of this agreement.

1.44 Governing Law

All activities associated with this RFP process shall be interpreted under the laws of the State of Louisiana. All proposal submissions shall be governed in accordance with provisions of Louisiana State laws and Jefferson Parish Code of Ordinances; standard terms and conditions; Resolution No. 113646.

1.45 Claims or Controversies

Proposer, as evidenced by his signature, agrees that the agreement shall be made in accordance with the laws of the State of Louisiana. The proposer hereby agrees to the exclusive jurisdiction and venue of the 24th Judicial District Court for the Parish of Jefferson, State of Louisiana.

1.46 Diversity and Income Requirements

Jefferson Parish Community Development Department, as the grantee of the allocated federal funds is committed to awarding a contract(s) to firm(s) that will provide high-quality services and that is dedicated to diversity and to containing costs. Jefferson Parish Community Development Department strongly encourages Proposers that are

certified by the State of Louisiana or any other city or state, or the federal government, as minority- and/or woman- owned business enterprise (“M/WBEs”), as well as Proposers that are not yet certified, but have applied for certification, to submit responses to this RFP. Jefferson Parish Community Development Department also strongly encourages joint ventures of M/WBE firms with majority firms and M/WBE firms with other M/WBE firms.

In addition to the above diversity requirements, and pursuant to Section 3 of the Housing & Urban Development Act of 1968, Jefferson Parish Community Development Department is committed to ensuring that employment and other economic opportunities generated by HUD financial assistance shall, to the greatest extent feasible, and consistent with existing federal, state and local laws and regulations, be directed to low- and very low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons. If applicable, the successful Proposer will be required to execute all mandatory Section 3 forms certifying and acknowledging compliance with Section 3 regulations upon contract execution.

A “Section 3 resident” is: 1) a public housing resident; or 2) a low- or very low- income person residing in the metropolitan area or non-metropolitan county/parish where the Section 3 covered assistance is expended. A “Section 3 business concern” is a business that can provide evidence that they meet one of the follow criteria: 1) 51 % or more owned by Section 3 residents; or 2) at least 30% of its full time employees include persons that are currently Section 3 residents, or were Section 3 residents within three years of the date of first hire; or 3) provides evidence, as required, of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to business concerns that meet one of the preceding two qualifications.

Jefferson Parish is fully committed to using the funding through these programs to affirmatively further fair housing and to comply with all applicable federal, state and local regulations. Further, the successful developer shall adhere to Jefferson Parish Ordinance 25063 relating to fair housing.

1.47 HUD Compliance Requirements

Funding assistance for this Project is through the United States Department of Housing and Urban Development, Community Development Block Grant and/or HOME Program. Respondents and their counsel should be familiar with the full range of CDBG and HOME compliance requirements. The following is a brief summary of certain aspects of some of these compliance requirements. By submitting a proposal the Developer acknowledges and agrees to be bound by the following:

1. Environmental Clearance. The Parish will perform an Environmental Review Record (ERR) pursuant to 24 CFR Part 58 following the execution and approval of the Project Development Agreement between the selected Respondent and the Parish. A successfully completed ERR will then require a 30 day public

- comment period prior to the Release of Funds. Prior to receipt of environmental clearance from the Parish, the sponsor may not commit any funds to, or undertake any physical or choice-limiting actions, including but limited to property acquisition, demolition, design and/or construction activities. Violations of this provision may result in the termination of the Project Development Agreement and recapture of any damages by the Parish.
2. Accessibility. Project will be subject to accessibility requirements under Section 504 of the Rehabilitation Act of 1973.
 3. Davis-Bacon. Project will be subject to Davis-Bacon wage and record-keeping requirements.
 4. Lead Based Paint. HUD's lead based paint regulations at 24 CFR Part 35 will apply.
 5. Section 3. HUD's Section 3 requirements apply. In general, Section 3 requires outreach, prior to awarding contracts and subcontracts to construct a project under the Program. The Firm must conduct outreach to low-income individuals living in the area where the Project is located and to certain businesses located in the area in which the project is located. The intent of the Section 3 requirements is to encourage employment of such individuals and businesses in connection with the construction of the Project. These requirements apply to any construction contract or subcontract in excess of \$100,000. For additional information concerning Section 3, see <http://www.hud.gov/offices/fheo/section3/section3.cfm>.
 6. Debarment. The Respondent certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Louisiana or the Federal Government (SAM.Gov), and that it is not a person or entity that is currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Louisiana or the Federal Government. Proposers are required to submit the attached Debarment certification, as applicable, with proposal.
 7. Equal Employment Opportunity - All contracts require that the contractor comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
 8. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c) - All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients require that the contractor comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

9. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) - Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers require that the contractor comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
10. Rights to Inventions Made Under a Contract or Agreement - Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
11. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended - Contracts and sub grants of amounts in excess of \$100,000 require the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
12. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient. Proposers are required to submit the attached Anti-lobbying certification, as applicable, with proposal.

PART II SCOPE OF WORK/SERVICES

2.0 Scope of Work/Services

A. Scope of Work

Each Developer submitting a proposal must demonstrate prior, direct development experience in the design, build, operation and maintenance (DBOM) of an affordable senior housing community within the Parish of Jefferson. The successful Developer will work collaboratively with the JPCD staff to develop the Project.

The successful Developer, will perform all activities related to the Project (subject to the oversight and approval of the Parish), such activities to be performed at the sole expense of the Firm, including, but not limited to.

1. Complete the Proposal, provide requested information and execute the Parish Development Agreement.
2. Identify and secure necessary private financing.
3. Obtain necessary zoning and platting, attend predevelopment meetings, and obtain required permits.
4. Present a conceptual plan for the development (consistent with the findings of the Respondent's Senior Housing Market Study), key elements including:
 - a. Number of total units and type of units
 - b. Number of units devoted to HUD CDBG and/or HOME affordable criteria
5. Comply with applicable requirements of local, state, and Federal environmental laws and regulations. The Parish shall complete an Environmental Assessment prior to finalizing the Parish Development Agreement with the successful Developer.
6. Participate in Parish-directed public meetings and secure the support of stakeholders and other interested individuals associated with the Project.
8. Coordinate and implement all aspects of contracting and construction, including all required reporting, submissions.
9. If applicable, execute and record a Land Use Restriction Agreement (LURA) preserving the affordability of the development for a minimum period of twenty (20) years.
11. Coordinate and implement the required staffing and marketing of the Project.
12. As applicable, ensure that the Project pays full city, school, and county taxes as required by law and program regulations.
13. Comply with all federal, local, and state statutory monitoring and oversight requirements, including yet not limited to HUD CDBG and/or HOME program compliance.
14. The selected Proposer will provide facilities for approved program staff and will include office space, desks/cubicles, office chairs, personal computer workstations, operating software, internet service, network printers, LAN networking equipment, faxes, copiers, telephones and telephone service, parking, PC/desktop support, and LAN support for approved essential staff. Supplies shall be provided by the selected Proposer at its own cost and included

in the hourly rate/ unit costs i.e. postage, stationery, office supplies (pens, paper, notebooks, Post-It notes, scissors, erasers, staplers, binders, file folders, label, tape, envelopes, toner cartridges', wire communication devices such as cell phones, GPS, wireless cards, etc.)

It is the Respondent's responsibility to review, understand and comply with any and all Federal and State of Louisiana applicable rules, statues, laws, ordinances or regulations and requirements before submitting their proposals for consideration.

B. Amount of Funding Available

Up to one (1) million from the US Department of Housing and Urban Development (HUD) will be awarded from the grants listed below:

- Community Development Block Grant (CDBG)
- HOME Investment Partnership Program

The use of HOME funding will be governed by the HOME Final Rule as amended at: <https://www.onecpd.info/home/home-laws-and-regulations>

C. Eligible Activities

- Funds may be used for capital purposes only (no pre-development or operating funds)
- Acquisition, rehabilitation and/or new construction are eligible
- Projects must only include rental housing for Assisted Living, Independent Living, or Senior Apartment as described below:

DEFINITIONS

Assisted Living:

In general, state-licensed program offered at a residential community with services that include meals, laundry, housekeeping, medication reminders, and assistance with Activities of Daily Living (ADLs) and Instrumental Activities of Daily Living (IADLs). The exact definition will vary from state to state, and a few states do not license assisted living facilities. Generally regarded as one to two steps below skilled nursing in level of care. Approximately 90 percent of the country's assisted living services are paid for with private funds, although some states have adopted Medicaid waiver programs. Might also be referred to as Personal Care, Board and Care, Residential Care, Boarding Home, etc.,

Amenities in assisted living typically include:

- Three meals a day served in a common dining area
- Housekeeping services
- Transportation
- 24-hour security

- Exercise and wellness programs
- Personal laundry services
- Social and recreational activities

Personal care in assisted living typically includes:

- Staff available to respond to both scheduled and unscheduled needs
- Assistance with eating, bathing, dressing, toileting, and walking
- Access to health and medical services, such as physical therapy and hospice
- Emergency call systems for each resident's apartment
- Medication management
- Care for residents with cognitive impairments

Independent Living:

Multi-unit senior housing development that may provide supportive services such as meals, housekeeping, social activities, and transportation (Congregate Housing, Supportive Housing, Retirement Community). Independent Living typically encourages socialization by provision of meals in a central dining area and scheduled social programs.

Senior Apartment:

Age-restricted multiunit housing with self-contained living units for older adults who are fully able to care for themselves. Usually no additional services such as meals or transportation are provided.

D. Beneficiary Income Limits

- For HOME rental projects, at least 90% of benefiting households must have incomes that are no more than 60% of the HUD-adjusted median family income for the area
- For HOME rental projects with five or more assisted units, at least 20% of the units must be occupied by families with incomes that do not exceed 50% of AMI
- For all HOME funded projects, all benefiting households must have income that does not exceed 80% of AMI
- The development will serve seniors (age 62+) earning 30-60% of the area median income (AMI).

The 2016 HOME Income Limits are:

U.S. DEPARTMENT OF HUD 04/13/2016		----- 2016 ADJUSTED HOME INCOME LIMITS -----							
STATE: LOUISIANA									
PROGRAM		1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
New Orleans-Metairie, LA HUD Metro FMR Area									
	30% LIMITS	12600	14400	16200	18000	19450	20900	22350	23800
	VERY LOW INCOME	21000	24000	27000	30000	32400	34800	37200	39600
	60% LIMITS	25200	28800	32400	36000	38880	41760	44640	47520
	LOW INCOME	33600	38400	43200	48000	51850	55700	59550	63400

E. Rent Limits

- Projects utilizing HOME funds must not exceed the high rent limits listed below
- The Final FY 2016 Fair Market Rent range in Jefferson Parish would range from

U.S. DEPARTMENT OF HUD 04/2016
STATE: LOUISIANA

PROGRAM	EFFICIENCY	2016 HOME PROGRAM RENTS					
		1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
New Orleans-Metairie, LA HUD Metro FMR Area							
LOW HOME RENT LIMIT	542	581	697	805	898	991	1083
HIGH HOME RENT LIMIT	669	777	934	1070	1174	1277	1380
For Information Only:							
FAIR MARKET RENT	669	787	963	1219	1464	1684	1903
50% RENT LIMIT	542	581	697	805	898	991	1083
65% RENT LIMIT	724	777	934	1070	1174	1277	1380

For all HOME projects, the maximum allowable rent is the HUD calculated High HOME Rent Limit and/or Low HOME Rent Limit.

- Additional rent subsidies may be available to reduce rents further

F. Maximum Funding

- The minimum amount of HOME assistance that may be invested per unit is \$1,000.00. The maximum limit for HOME per-unit assistance is determined by HUD. HOME funds shall be targeted to the specific number of affordable units and the use of CDBG funds require that at least 51% of the units in a project be income eligible. Entities are expected to leverage other resources to the greatest extent possible.

G. Eligible Applicants

- Entities should demonstrate affordable housing experience or have clear capacity for the undertaking and the proposed financing structure.
 - The successful Developer shall abide by the rent requirements as established by the HOME requirements, and shall not exceed the High HOME Rent Limit allowed by the HOME program.
 - The successful Developer shall establish tenant eligibility and have a procedure for re-examinations of eligibility.
 - The successful Developer shall have a procedure to verify asset income.
 - The successful entity will be required to leverage no less than a 1:1 leverage to receive federal funding.

- Partnerships or joint ventures are acceptable as a way to ensure an experienced team with sufficient capacity.

H. Evidence of Site Control

Preference will be given to projects in which the applicant can demonstrate site control in the following order:

- Deed to property demonstrating fee simple ownership

- Ground lease with a term that is at least as long as the term of the loan
- Purchase Contract with a minimum 12 month term beyond the date of the application

J. Financial Feasibility

Community Development staff will determine the financial feasibility of each project and will underwrite using the methods listed below: including

- Review of income and expense assumptions
- Assessment of rents and whether they are reasonably targeted to the market, within affordability guidelines
- Review of a 15-year pro forma, which shows the ability to support debt
- Review of resources and leveraging of funds

K. Loan Structure

For rental housing, the HOME funds will be provided as a deferred, no interest loan for the term of the affordability period. It will be forgiven as long as the property is used for affordable rental housing. If the property is sold, or no longer used for affordable rental housing during the affordability period, 100% of the loan must be repaid to the Parish.

Compliance with the HOME requirements that the property be used for affordable housing will be included in the terms of the loan documents. A deed of trust will secure the note for the appropriate affordability period.

2.1 Requirements for Eligible Project

A. Residential Rental Use Only

The proposed Project should provide affordable transitional senior housing alternatives to include independent living, senior apartments, or assisted living. Mixed-Use projects (e.g., projects that include uses other than residential rental or combination of the allowable senior housing alternatives) are not eligible under this RFP.

B. Senior Housing Market Study

The Respondents must conduct, at Respondents sole expense, a market study of the Parish of Jefferson's senior housing needs. The results of this Senior Housing Market Study must substantiate the Respondent's proposal to the RFP. Respondent must provide information in the Proposal that clearly identifies the methodologies used to reach the recommendations and conclusions in Senior Housing Market Study, specifically as it relates to:

1. Market Area Definition.
2. Local Economy and Employment.
3. Demographic Characteristics.
4. Competitive Environment.
5. Affordability Analysis, Demand Analysis, Capture Rates, and Penetration Rates; Study must include an estimate of comparable market rents (i.e., the rents that

the proposed project could command in the absence of rent and income restrictions).

6. Local perspective of Senior Rental Housing Market (including, yet not limited to, rent and occupancy information) and other senior housing alternatives.
7. Analysis/Conclusions. The Senior Housing Market Study must be prepared by an experienced market analyst. The Study must have been completed or updated within one-hundred twenty (120) days of the submission date of Respondent's response to the RFP. A previously completed market study can be used to satisfy the submission requirements of this RFP, provided the Study is properly updated. In no event will the City accept a Senior Housing Market Study that was initially prepared more than six months prior to Respondent's submission date to this RFP. Respondent shall include a complete copy of the Senior Housing Market Study (including any updates, if applicable) with their proposal to the RFP. The Study, including any updates, must also contain the contact information (name, physical address, phone number and e-mail address) for all parties responsible for information provided.

C. Project Readiness Requirement

1. Letters of Intent (acceptable to Parish) for all non-federal sources of funding. Letters of Intent must be dated no more than 90 days prior to the date on which the Proposal is received by the parish and must extend at least 90 days past the anticipated Council approval of Proposal.
2. The Parish reserves the right to require updated Letters of Intent as it deems necessary.
3. Conditions contained in Letters of Intent shall be subject to determination by Parish as to reasonableness. The Parish may reject any Letter of Intent (and deem the application deficient) if, in the sole discretion of the parish, any condition is outside of market requirements and/or is unlikely to be satisfied.
4. Each Letter of Intent from Respondent's lender or other source of funds must acknowledge and permit the use of federal funds, i.e. CDBG and/or HOME funds, must consent to the form of, execution and delivery of the Parish's Development Agreement, and must agree that the loan will be made subject to the Parish's Development Agreement.
5. A Project that will utilize Low Income Housing Tax Credits (LIHTCs) must have a LIHTC reservation. In lieu of the LIHTC reservation, the parish reserves the right to allow a syndication / investor commitment acceptable to City.
6. Other Compliance Requirements. In addition to requirements discussed in this Section, selected Developer must meet the CDBG and HOME regulatory compliance requirements contained in the Parish's Development Agreement and any subsequent CDBG and/or HOME related agreements. These requirements include (without limitation) Davis-Bacon prevailing wage requirements (for properties of 8 or more units), Section 504 accessibility requirements, CDBG-DR reporting requirements (if applicable), Section 3 requirements, affirmative marketing requirements and such other requirements contained herein.
7. Non-compliance in Federal or Other Agency Programs. Developers (including Developer's team members) cited for non-compliance in federal housing

programs or in a project/program administered by Parish shall not be eligible to respond to the RFP unless or until such non-compliance is cleared to the satisfaction of Parish in its sole discretion.

8. Duration of Requirements. All requirements will be applicable for the duration of the Parish Development Agreement.

2.2 Period of Agreement

The term of contract(s) executed under this RFP will run from the date of contract execution through June 30, 2017, or until contract completion, whichever occurs first. JPCD may extend the term of an agreement for up to two (2) additional years. This extension option is contingent upon successful performance of the program and services provided, and upon availability of funds.

If the scope of work as described in Section 2.1 of this RFP pertains to an emergency pre-placed contract, as defined in Section 2-917 of the Jefferson Parish Code of Ordinances, and if Jefferson Parish has not entered into a new contract for the same scope of work prior to May 1st of the year in which this agreement is set to expire, then this contract shall be automatically extended until the end of the calendar year of the same year that this contract is set to expire.

2.3 Cost Proposal (Price Schedule)

Cost proposals must be submitted in separate sealed envelopes which will remain sealed until such time after the evaluation committee makes its evaluation of the proposals on all factors and criteria state in the RFP. The cost proposals shall not be included in the evaluation criteria. Cost shall be worth twenty-five percent (25%) of the total points assigned. Evaluation of cost shall take place after technical evaluation has been completed. Proposers should reference Sections 1.31 and 3.1 for more information on scoring of proposals.

Pricing must be submitted on the Cost Proposal (Price Schedule) furnished in **Attachment "B", Federal Funds Requested**. All proposed pricing shall be inclusive of all additional costs and expenses, including shipment. Prices submitted shall remain firm for the term of the contract, unless otherwise negotiated.

2.4 Deliverables

The deliverables listed in this section are the minimum desired from the successful Proposer. Every proposer should describe what deliverables will be provided per their proposal, and how the proposed deliverables will be provided.

2.5 Location

As federal funding is being used in connection with private funding, the site should be of sufficient size to provide a minimum of 30 one-bedroom units. A site located within District 3 for the Parish of Jefferson is preferable as this district has the majority of the low-to-moderate income individuals that are in need of affordable rental housing. Also, the proposed site should be relatively free of environmental constraints and must have access to public water.

Please note that while JPCD is interested in providing municipal support for an affordable senior housing community that is developed and operated by a private entity, JPCD is seeking a developer with demonstrated site control within the Parish of Jefferson to develop and manage the senior affordable housing complex. JPCD will provide support for the project to the extent possible; however JPCD will not be directly involved in the development, ownership or operation of the project. The residential development should generally include affordable senior housing communities along with off-street parking, landscaped areas, community space, outdoor recreation space and stormwater detention facilities.

2.6 Financial Profile

Firms are requested to submit documentation from the past 3 years demonstrating firm's financial stability. Documentation may include audited financial statements including balance sheets, income statements, documentation regarding retained earnings, assets, liabilities, etc.

Proposer must include information demonstrating the proposer's financial stability and ability to obtain and maintain bonding and insurance requirements in order to be eligible to be assigned a higher score. Proposals which lack the description of the company's financial status or the required certification of bonding and insurance requirements may be assigned a lower score

2.7 Proposal Elements

Each proposer shall address how the firm will achieve/meet the scope of work as stated in Section 2.1. Technical approach shall detail the following:

1. The Developer should also prepare a general description of the proposed development to confirm that the Developer is familiar with the project desired by JPCD including number and size of residential units, parking spaces, amenities, stormwater basin, etc. In addition, the Developer should provide cost estimates for the total project and show availability or capability of securing the financing necessary to cover the cost of the project. A narrative should be provided that includes the respondent's intended approach to the scope of work. Anticipated

sources of funding should be specified, with a pro forma statement. A contact person and phone number, fax number and email for the respondent are required.

2. A statement concerning proposer's understanding and experience with low/moderate income split, very low income requirements, affirmative marketing, controls on affordability, etc.

3. A statement of the respondent's qualifications and experience that demonstrates knowledge of the law and regulations governing these types of developments and conveys experience in construction and development. The respondent shall submit proof of not less than ten (10) years of experience in construction. The statement should identify the name and location of each development constructed.

4. A statement regarding the organization of the respondent, identification of the Developer's team and the proposed organization of key personnel by name, title, and reporting relationship. This section should name the project manager and other key people to be assigned to this project.

5. Current financial statement as required by financing entity. See Section 2.6 of this RFP.

6. Three references which should state the nature of the relationship to the respondent and the name, telephone number, fax number and address of the person at the reference who is most familiar with the work performed.

7. Demonstrated site control of a property within the Parish of Jefferson of a sufficient size, location and access to utilities to support a project as described in this RFP.

8. Developer's experience in meeting schedules on similar projects.

9. Developer's capacity to successfully secure adequate public funding and private capital to finance the project.

B. Attachments, Appendices, Addenda, Exhibits and Certifications

1. All required certifications and appendices must be included and must be signed as appropriate.

2. Required certifications, letters and appendices for a Project that will utilize LIHTC funding or other funding.

3. For a Project in which less than 100% of the units are reserved for households below 80% AMI, an exhibit establishing that the 80% AMI units are comparable to the remaining units and are distributed throughout the project. In such a Project, affordable units may not differ (for example, in size, number of bathrooms, or quality of finishes) from other units within the property having the same number of bedrooms. If no other units within the Project have the same number of bedrooms, the exhibit must demonstrate to parish (in the parish's sole discretion) that the proposed unit sizes, numbers of bathrooms, and finish quality for the affordable units are comparable to the remaining units, taking into account differences in number of bedrooms.

4. A statement regarding any regulatory agreements, use agreements or affordability agreements to which the project will be subject, other than the Project Development Agreement; plus a true and correct copy of each such agreement.

5. Any other exhibits and addenda required pursuant to this RFP.

PART III EVALUATION

3.1 Evaluation Criteria

The proposed evaluation criteria shall be looked upon as standards which measure how well a proposer's approach meets desired performance requirements, and which permit an evaluation of the differences between desired performance characteristics and what the proposer proposes to do.

The Developer selected by Jefferson Parish is expected to negotiate and enter into a Developer's Agreement with Jefferson Parish which will set forth the responsibilities of the respective parties and applicable time frames for accomplishing key objectives.

The Developer is expected to perform, at its sole expense, all necessary predevelopment activities associated with the projects. These include, without limitation; site purchase and inspections, surveys, environmental investigations, preparation of engineered site plans and securing site plan approval and all other agency approvals, preparation of architectural plans including residential building construction documents and the securing of building permits for the project. Plans and specifications are subject to Parish approval to ensure consistency with the design principles of the Parish of Jefferson. In addition, the Developer is responsible for structuring the financing plan for the development, providing the equity and securing the financing needed to complete the project, including construction loans, subsidies, and permanent mortgages. JPCD expects the project to be constructed in one phase.

The Developer is expected to seek housing subsidies from other private and governmental sources including but not limited to Federal and/or State Low Income Housing Tax Credits, Bank funding, etc. The developer may also seek approval for rental assistance programs such as HUD Section 8 rental assistance, at its discretion. JPCD is willing to support the Developer in applications for securing housing subsidies and will provide other assistance to the developer as negotiated in the Developer's Agreement.

The proposed evaluation criteria shall measure how well a proposer's approach meets desired minimum performance standards defined in the RFP, and shall allow for the quantification of the differences between those stated minimum standards and what the proposer intends to do. In accordance with Section 2-895 of the Code of Ordinances for Jefferson Parish a scoring system must be devised and impartially applied to each proposal to assure objectivity and thoroughness in comparative analysis.

Cost shall be worth twenty-five percent (25%) of the total points assigned. Evaluation of cost shall take place after technical evaluation has been completed.

1) TECHNICAL PROPOSAL (Maximum of 75 Points)

“The following criteria shall measure the qualifications, technical capabilities and core competency of the proposers and their submissions.”

- | | |
|--|-----------|
| A. Scope of Services | 20 Points |
| B. Project Schedule | 10 Points |
| C. Specific Experience – financing, construction, maintenance and management of residential or commercial property with preference to serve special populations | 10 Points |
| D. Personnel- experience of management staff, experience maintenance and management of residential or commercial property, with preference to serve special population | 10 Points |
| E. References | 5 Points |
| F. Responsiveness to the RFP | 5 Points |
| G. Certified or applied for certification as minority and/or woman owned business enterprise (M/WBEs) | 5 Points |
| H. Financial Profile of Company | 10 Points |

2) COST PROPOSAL (Maximum of 25 Points)

The proposer with the lowest cost shall receive the highest cost evaluation score.

Other proposers will receive a cost score computed as follows:

$$CS = (LPC/PC * X)$$

Where: CS = Computed cost score for Proposer

LPC = Lowest proposed cost (i.e., Lowest amount of federal funds requested) of all Proposers

PC = Proposer's cost

X = 25% of the total number of points assigned

TOTAL MAXIMUM POINTS FOR THIS RFP

100 Points

PART IV. PERFORMANCE STANDARDS

4.1 Performance Requirements

- **Proposer's timely submission of reports**
- **Proposer's submission of accurate and itemized invoices**
- **Proposer's adherence to project schedule/meet completion date**
- **Proposer's ability to provide key personnel with knowledge and technical expertise**

4.2 Performance Measurement/Evaluation

- **Did the proposer finish ahead of schedule?**
- **Did the proposer respond to Parish correspondence in a timely manner?**
- **Were complaints/problems resolved in a reasonable and cooperative manner?**
- **Was the proposer reasonable and responsive to Parish needs?**
- **Was the final product usable for the purpose intended?**
- **Were changes in key personnel made? How often? With or without notice?**

ATTACHMENT "A"

STANDARD INSURANCE REQUIREMENTS - RFP

All required insurance under this proposal shall conform to Jefferson Parish Resolution No. 113646, as applicable. Successful proposers may not commence any work under any ensuing contract unless and until all required insurance and associated evidentiary requirements thereto have been met, along with any additional specifications contained in the RFP. Except as where otherwise precluded by law, the Parish Attorney or his designee, with the concurrence of the Director of Risk Management or his designee, may agree on a case-by-case basis, to deviate from Jefferson Parish's standard insurance requirements, as provided in this Section. Vendors requesting deviation therefrom shall submit such requests in writing, along with compelling substantiation, to the Purchasing Department prior to the RFP's due date. Any changes to the insurance requirements will be reflected in the RFP and addenda. Prior to contract execution and at all times thereafter during the term of such contract, successful proposers must provide and continuously maintain all coverages as required by the foregoing Resolution, and the contract documents. Failure to do so shall be grounds for suspension, discontinuation or termination of the contract.

JEFFERSON PARISH REQUIRED STANDARD INSURANCE

✓ **WORKER'S COMPENSATION INSURANCE**

As required by Louisiana State Statute, exception; Employer's Liability, Section B shall be \$1,000,000 per occurrence when Work is to be over water and involves maritime exposures to cover all employees not covered under the State Worker's Compensation Act, otherwise this limit shall be no less than \$500,000 per occurrence.

Note: If your company is not required by law to carry workmen's compensation insurance, i.e. not a Louisiana company, sole employee of the company, then proposers must request a workmen's compensation insurance declaration affidavit prior to the RFP opening date. This insurance declaration affidavit (in original format) must be fully completed, signed, properly notarized and submitted with the proposal submission.

✓ **COMMERCIAL GENERAL LIABILITY**

Shall provide limits not less than the following: \$1,000,000.00 Combined Single Limit per Occurrence for bodily injury and property damage.

✓ **COMPREHENSIVE AUTOMOBILE LIABILITY**

Bodily injury liability \$1,000,000.00 each person; \$1,000,000.00 each occurrence. Property Damage Liability \$1,000,000.00 each occurrence.

Note: This category may be omitted if proposers do not/will not utilize company vehicles for the project or do not possess company vehicles. Proposer must request an automobile insurance declaration affidavit prior to the RFP opening date. This insurance declaration affidavit (in original format) must be fully completed, signed, properly notarized and submitted with the proposal submission.

DEDUCTIBLES

No insurance required shall include a deductible not greater than \$10,000.00. The cost of the deductible shall be borne by the successful proposer.

NOTE: If the vendor requires a change in deductibles, the request must be submitted in writing to the Purchasing Department prior to the due date of the RFP. Such request shall be reviewed by the Parish Attorney's Office with the concurrence of the Director of Risk Management.

UMBRELLA LIABILITY COVERAGE

An umbrella policy or excess may be used to meet minimum requirements

Attachment B (Cost – Federal Funds Requested)

Project Name:
Company/Organization:
Project Street Address:
Municipality:
TOTAL FEDERAL FUNDS REQUESTED: \$

I attest that all information provided in this application (and related exhibits and attachments) is true and accurate to the best of my knowledge and that I am duly authorized to sign this application. Further, by my signature, I acknowledge that any materially false, fraudulent or misleading statement in this application or the concealment of any material fact related to this application may subject me to criminal penalties under federal or state law.

Signature of Authorized Representative		Date:
Printed Name:	Title:	
Primary Contact Name:	Title	
Address:	City, State, ZIP	
Email Address:	Phone No.	

Attachment C (Application)

2016 Jefferson Parish Affordable Housing Development Project Application

Project Name: _____
Company _____ or _____ Organization: _____

Project Street Address: _____

Municipality: _____

DEVELOPER'S STATEMENT

The undersigned Developer hereby states that all information provided in the response to the RFP is, to the best of their knowledge, true and accurate. If the JPCD discovers that any information entered in the RFP response is false, the JPCD shall be entitled to remove the Developer from consideration, or to cancel their selection and any award that has been granted to the Developer. Further, by completing and submitting this proposal, the undersigned Developer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the JPCD.

Signature: _____ Date: _____
(Authorized Representative)

Printed Name: _____ Title: _____
Primary Contact Information Name: _____ Title: _____

Address: _____
City, _____ State, _____ Zip _____ Code: _____

Phone Number: _____ E-Mail Address: _____

A. Project Description

1. Project Summary - Briefly describe the following:

- Describe the form of ownership
- Provide a brief description of development of the site; if it is a rehabilitation project, include a brief description of the scope of work to be performed
- Describe amenities and/or supportive services
- Include a project location map

2. Existing Units: Rental _____ Owner _____

3. Proposed Units: Rental _____ Owner _____

4. Number of Buildings: Existing _____ Proposed _____

5. Type of Project:

- New Construction
- Acquisition
- Rehabilitation
- Acquisition and Rehabilitation

6. Construction Type(s):

- Multifamily
- Townhouse
- Single Family Detached
- Group Home/Institutional
- Other (Please describe) _____

7. Population to be served

- Senior Citizens – aged 55 or older
- Persons with Disabilities
- Persons Experiencing Homeless
- Veterans
- Persons Returning from Prison or Jail
- Persons with Addictions
- Families
- Singles

B. Applicant Experience and Qualifications

1. Type of Organization: _____

2. Number of years in operation:

3. Number of Employees:
Full time: _____
Part time: _____

4. Is the applicant actively involved in the development of housing for low-income households?
Yes ____ No ____

If YES, include:

- A narrative and supporting documentation of the organizations’ housing development efforts, (i.e., attach a copy of its state incorporation letter or certificate, bylaws, articles of incorporation, or charter that states among its purposes the provision of decent affordable housing).
- A description of housing and project-related experience including size and type of project(s)

number of units produced, rehabilitated, owned and/or managed.

If NO, include:

- A narrative and documentation on how it intends to undertake development activities and comply with HUD regulations, and with what resources.
- A copy of the most recent audit report or financial statement for the organization and any other information the applicant wishes to submit to demonstrate its capacity to undertake the proposed project.
- Provide names and experience of senior management, board members, and project partners.

C. Project Details

1. Do you have site control?
Yes ____ (attach evidence of site control) No ____
2. Is there any litigation pending against your organization or project?
Yes ____ No ____
3. Does the property require rezoning/special use permit to accommodate proposed use?
Yes ____ No ____
If yes, has approval been received?
Yes ____ No ____ Anticipated date of approval ____
4. Are adequate utilities available at the site?
Yes ____ No ____
5. Does right-of-way need to be vacated?
Yes ____ No ____
6. Do you have architectural plans and a site plan for the project?
Yes ____ No ____
If yes, please submit one copy
7. Do you have engineering reports detailing property conditions?
Yes ____ No ____
If yes, please submit one copy
8. Has an environmental study of the site been undertaken?
Yes ____ No ____
If yes, please submit one copy

- 9. Has an appraisal been completed on the project?
Yes ____ No ____
If yes, please submit one copy

- 10. Has a market study been completed for the project?
Yes ____ No ____
If yes, please submit one copy

- 11. Has a development schedule been proposed for the project?
Yes ____ No ____
If yes, please submit one copy

- 12. Is the property occupied?
Yes ____ No ____
If yes, please submit a Relocation Plan for the project.

- 13. Has a management plan been completed for the project (rental only)?
Yes ____ No ____
If yes, please submit one copy

D. Financial Details

Please complete the applicable Excel spreadsheets for your proposed project.

- 1. For Rental Projects, complete:
 - a. Rental Project Income
 - b. Rental Project Expenses
 - c. Rental Project Proforma

See attached samples below.

Affordable Housing Project Rental Income

Please complete the following table on the project's income and expenses.

Unit Type	# of Units	# Bed-rooms	# Bath-rooms	Sq Ft per Unit	Monthly Rent	Est. Amount Tenant Paid Utilities (1)	Est. Amount Owner Paid Utilities (2)	Gross Rent (3)

- 1 - Utilities include water, sewer, trash, electric, and gas
- 2 - Rent plus utilities or other tenant charges collected from tenants
- 3 - Gross Rent equals monthly rent plus tenant paid utilities

Affordable Housing Project Rental Expenses

Complete the following table showing annual expenses:

Administrative Expenses	\$
Advertising	
Management	
Acct./Audit	
Legal	
Office Supplies	
Operating Expenses	\$
Elevator	
Fuel (heat)	
Water/Sewer	
Gas	
Trash Removal	
Security	
Insurance	
Property Taxes	
Maintenance Expenses	\$
Decorating	
Repairs	
Extermination	
Ground Expenses	
Replacement Reserves	\$
TOTAL	

Complete the following calculations:

Total Administrative + Operating + Maintenance Costs _____
 Annual Expenses / Number of Units _____
 Annual Expense Per Unit / 12 months _____

Please state the following assumptions for your project:

Annual Rent Increase _____
 Annual Operating Cost Increase _____
 Vacancy Rate – Year 1 _____
 Vacancy Rate – Year 2 and Beyond _____

Affordable Housing Project Rental Proforma

For the cash flow Proforma use the total annual expense amount in calculating the first year's annual expense amount.
Please include narrative of all assumptions used to complete this Proforma below table.

YEAR	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Annual Rental Income															
(Vacancy Allowance)															
Gross Rental Income															
Other Annual Income															
(Annual Expenses)															
Net Operating Income (NOI)															
D/S*															
D/S*															
D/S*															
Annual Cash Flow															

*D/S = Annual Debt service, list each lender separately

Request for Proposals #0347

Qualified Developer to build a low income Senior Housing Community

SIGNATURE PAGE

The Jefferson Parish Department of Purchasing is soliciting Request for Proposals (RFP'S) from qualified proposers who are interested in **finance, construct, maintain and manage** low income senior housing communities in Jefferson Parish for the Jefferson Parish Department of Community Development.

Request for Proposals will be received until 4:30 p.m. Local Time on: Friday, September 9, 2016

Acknowledge Receipt of Addenda: Number: _____
Number: _____
Number: _____
Number: _____
Number: _____
Number: _____

Name of Proposer: _____

Address: _____

Phone Number: _____ Fax Number _____

Type Name of Person Authorized to Sign: _____

Title of Person Authorized to Sign: _____

Signature of Person Authorized to Sign: _____

Email Address of Person Authorized to Sign: _____

Date: _____

This RFP signature page must be signed by an authorized Representative of the Company/Firm for proposal to be valid. Signing indicates you have read and comply with the Instructions and Conditions.

CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF

INCORPORATED.

AT THE MEETING OF DIRECTORS OF _____
INCORPORATED, DULY NOTICED AND HELD ON _____,
A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT WAS:

RESOLVED THAT _____, BE AND IS HEREBY APPOINTED, CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-FACT OF THE CORPORATION WITH FULL POWER AND AUTHORITY TO ACT ON BEHALF OF THIS CORPORATION IN ALL NEGOTIATIONS, BIDDING, CONCERNS AND TRANSACTIONS WITH THE PARISH OF JEFFERSON OR ANY OF ITS AGENCIES, DEPARTMENTS, EMPLOYEES OR AGENTS, INCLUDING BUT NOT LIMITED TO, THE EXECUTION OF ALL PROPOSALS, PAPERS, DOCUMENTS, AFFIDAVITS, BONDS, SURETIES, CONTRACTS AND ACTS AND TO RECEIVE ALL PURCHASE ORDERS AND NOTICES ISSUED PURSUANT TO THE PROVISIONS OF ANY SUCH PROPOSAL OR CONTRACT, THIS CORPORATION HEREBY RATIFYING, APPROVING, CONFIRMING, AND ACCEPTING EACH AND EVERY SUCH ACT PERFORMED BY SAID AGENT AND ATTORNEY-IN-FACT.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE
AND CORRECT COPY OF AN EXCERPT OF THE
MINUTES OF THE ABOVE DATED MEETING OF THE
BOARD OF DIRECTORS OF SAID CORPORATION,
AND THE SAME HAS NOT BEEN REVOKED OR
RESCINDED.

SECRETARY-TREASURER

DATE

Request for Proposal Affidavit Instructions

- **Affidavit is supplied as a courtesy to Affiants, but it is the responsibility of the affiant to insure the affidavit they submit to Jefferson Parish complies, in both form and content, with federal, state and Parish laws.**
- **Affidavit must be signed by an authorized representative of the entity or the affidavit will not be accepted.**
- **Affidavit must be notarized or the affidavit will not be accepted.**
- **Notary must sign name, print name, and include bar/notary number, or the affidavit will not be accepted.**
- **Affiant MUST select either A or B when required or the affidavit will not be accepted.**
- **Affiants who select choice A must include an attachment or the affidavit will not be accepted.**
- **If both choice A and B are selected, the affidavit will not be accepted.**
- **Affidavit marked N/A will not be accepted.**
- **It is the responsibility of the Affiant to submit a new affidavit if any additional campaign contributions are made after the affidavit is executed but prior to the time the Council acts on the matter.**
- **Failure to submit or properly execute the RFP Affidavit will result in the proposal being deemed non-responsive in accordance with Sec. 2-895(b) of the Jefferson Parish Code of Ordinances**

Instruction sheet may be omitted when submitting the affidavit

Request for Proposal

AFFIDAVIT

STATE OF _____

PARISH/COUNTY OF _____

BEFORE ME, the undersigned authority, personally came and appeared: _____
_____, (Affiant) who after being by me duly sworn, deposed and said that
he/she is the fully authorized _____ of _____ (Entity),
the party who submitted a proposal in response to RFP Number _____, to the Parish of
Jefferson.

Affiant further said:

Campaign Contribution Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A _____ Attached hereto is a list of all campaign contributions, including the date and amount of each contribution, made to current or former elected officials of the Parish of Jefferson by Entity, Affiant, and/or officers, directors and owners, including employees, owning 25% or more of the Entity during the two-year period immediately preceding the date of this affidavit or the current term of the elected official, whichever is greater. Further, Entity, Affiant, and/or Entity Owners have not made any contributions to or in support of current or former members of the Jefferson Parish Council or the Jefferson Parish President through or in the name of another person or legal entity, either directly or indirectly.

Choice B _____ there are **NO** campaign contributions made which would require disclosure under Choice A of this section.

Affiant further said:

Debt Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A _____ Attached hereto is a list of all debts owed by the affiant to any elected or appointed official of the Parish of Jefferson, and any and all debts owed by any elected or appointed official of the Parish to the Affiant.

Choice B _____ There are **NO** debts which would require disclosure under Choice A of this section.

Affiant further said:

Solicitation of Campaign Contribution Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A _____ Attached hereto is a list of all elected officials of the Parish of Jefferson, whether still holding office at the time of the affidavit or not, where the elected official, individually, either by **telephone or by personal contact**, solicited a campaign contribution or other monetary consideration from the Entity, including the Entity's officers, directors and owners, and employees owning twenty-five percent (25%) or more of the Entity, during the two-year period immediately preceding the date the affidavit is signed. Further, to the extent known to the Affiant, the date of any such solicitation is included on the attached list.

Choice B _____ there are **NO** solicitations for campaign contributions which would require disclosure under Choice A of this section.

Affiant further said:

That Affiant has employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course of their duties for Affiant; and

That no part of the contract price received by Affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project were in the regular course of their duties for Affiant.

Affiant further said:

Subcontractor Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A _____ Affiant further said that attached is a listing of all subcontractors, excluding full time employees, who may assist in providing professional services for the aforementioned RFP.

Choice B _____ There are **NO** subcontractors which would require disclosure under Choice A of this section.

Signature of Affiant

Printed Name of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME

ON THE _____ DAY OF _____, 20__.

Notary Public

Printed Name of Notary

Notary/Bar Roll Number

My commission expires _____.

Anti-Lobbying Form

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, _____, hereby certify on
(name and title of bidder's official)

behalf of _____ that:
(name of bidder)

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying, " in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ day of _____, _____.

By _____
(signature of authorized official)

(title of authorized official)

Debarment/Suspension Form

DEBARMENT/SUSPENSION CERTIFICATION

Debarment:

Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and <https://acquisition.gov/far/index.html> see section 52.209-6.

Your signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(Name and Title of bidder's official)

(Name of bidder/company)

(Address)

(Address)

PHONE _____ FAX _____

EMAIL _____

Signature _____ Date

REQUEST FOR PROPOSAL
RFP 0347

Jefferson Parish Department of Purchasing is soliciting Request for Proposals (RFPs) from qualified firms to provide **Financing, construction, maintenance and management of low income Senior Housing Communities** for the Jefferson Parish Department Community Development.

Solicit applications from qualified and interested Developers relating to the financing, construction, maintenance and management of a low income Senior Housing Community.

All proposals will be evaluated on criteria such as vendor's technical proposal, qualifications and experience, financial profile and proposal responsiveness and other criteria more specifically defined in the RFP document. The maximum total points for each proposal are set at 100 points

PRE-Proposal Conference: Not required

REQUEST FOR PROPOSALS WILL BE RECEIVED IN THE:
JEFFERSON PARISH PURCHASING DEPARTMENT
GENERAL GOVERNMENT BUILDING
200 DERBIGNY STREET, SUITE 4400
GRETNA, LA 70053

UNTIL **4:30 P.M.** LOCAL TIME ON **SEPTEMBER 9, 2016**

The Jefferson Parish Council reserves the right to accept or reject any and all proposals, in whole or part, pursuant to the law.

A copy of the RFP is available gratis from: <http://purchasing.jeffparish.net> or
Jefferson Parish Purchasing Department
General Government Building
200 Derbigny Street, Suite 4400
Gretna, LA 70053
(504)-364-2678

Brenda J. Campos
Director
Purchasing Department

Jenifer Lotz
Chief Buyer
Purchasing Department

ADV: The Times Picayune: August 10, 17 and 24, 2016