



Solicitation

Tennessee Housing Development Agency
404 James Robertson Parkway, Suite 1200
Nashville, TN 37243 -0900 www.thda.org

Solicitation No: 2010-S1003

Asset Management Function for American Recovery and Reinvestment Act Programs

Solicitation Summary: Tennessee Housing Development Agency (THDA) is seeking proposals from qualified entities to provide asset management services for multifamily housing projects funded with programs authorized by the American Recovery and Reinvestment Act (ARRA) of 2009. The asset management services provided will be in accordance with all applicable program rules, regulations and policies issued by THDA.

Contract Start Date: May 1, 2010	Contract End Date: May 1, 2013
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Instructions for Bidders:

1. INTRODUCTION

The Tennessee Housing Development Agency (THDA) intends to award a contract for Asset management Function for American Recovery and Reinvestment Act Programs.

2. SCOPE OF SERVICE, CONTRACT PERIOD, TERMS AND CONDITIONS

The *Pro Forma* Contract (Attachment 1) represents the contract document that the contractor selected by THDA must sign. It specifically details THDA's required:

- Scope of Services and Deliverables (Section A);
- Contract Period (Section B);
- Payment Terms (Section C); and
- Terms and Conditions (Sections D & E).

3. PROCUREMENT SCHEDULE

THDA reserves the right, at its sole discretion, to adjust the procurement schedule as necessary. The following table represents the best estimate of the schedule that will be followed.

EVENT	TIME (Central Time)	DATE
1. THDA Issues Solicitation		March 15, 2010
2. Written "Questions & Comments" Deadline	2:00 p.m.	March 17, 2010
3. THDA Response to Written "Questions & Comments"		March 19, 2010
4. Proposal Deadline	2:00 p.m.	March 31, 2010

EVENT	TIME (Central Time)	DATE
5. THDA Completion of Technical Proposal Evaluations		April 5, 2010
6. THDA Opening & Scoring of Cost Proposals	2:00 p.m.	April 5, 2010
7. THDA Evaluation Notice Released and RFP Files Opened for Public Inspection	2:00 p.m.	April 8, 2010
8. Contract Signing		April 9, 2010
9. Contractor Contract Signature Deadline	2:00 p.m.	April 16, 2010
THDA reserves the right, at its sole discretion, to amend or cancel this solicitation at any time.		

4. SOLICITATION RESPONSE

4.1 **Response Contents.** A response to this solicitation must be comprised of two parts, General and Technical Proposal and Cost Offer, exactly as detailed below.

4.1.1 General and Technical Proposal - The General and Technical Proposal portion of the Solicitation must be submitted in written form as specified in Solicitation Attachment 2a.

4.1.2 Cost Proposal Offer - The Cost Proposal Offer portion of the Solicitation Response must be in the form of a completed, exact copy of the Cost Proposal Offer document (Attachment 3).

NOTICE: The Cost Proposal Offer must incorporate ALL costs for services under the contract for the total contract period, and it must record the proposed price of the subject service exactly as required by the Cost Proposal Offer document and must NOT record any other rates, amounts, or information.

4.1.3 Order of Documents: - The Proposal shall be assembled in the following order:

- 1) Optional Cover Sheet on Proposer Letterhead
- 2) General and Technical Proposal
- 3) Cost Proposal Offer

4.2 **Response Delivery.** No later than the SOLICITATION RESPONSE DEADLINE detailed in Procurement Schedule above, a potential contractor must deliver to THDA ALL documentation required for both the Contractor Qualification Evidence and the Cost Offer components of the Solicitation Response. The complete Solicitation Response must be delivered to:

Raymond Gray
Solicitation Coordinator
404 James Robertson Parkway, Suite 1200
Nashville, TN 37243-0900
615-815-2217
rgray@thda.org

Proposals may be submitted through electronic mail provided that all of the following requirements are met:

- The proposal is submitted in one single file in Adobe PDF format
- The proposal is sent only to the Solicitation Coordinator at the electronic mail (e-mail) address listed above. The use of a “CC” or a “BCC” in the submission may result in the proposal being deemed non-responsive.
- The proposal is received by the deadline as stated in the Procurement Schedule above.

5. EVALUATION CATEGORIES & MAXIMUM POINTS

THDA will consider qualifications, experience, technical approach, and cost in the evaluation of proposals and award points in each of the categories detailed below (up to the maximum evaluation points indicated) to each apparently responsive proposal.

EVALUATION CATEGORY	MAXIMUM POINTS POSSIBLE
General and Technical Qualifications, Experience, and Approach (refer to Solicitation Attachment 2A)	70
Cost Proposal (refer to Solicitation Attachment 3)	30

6. EVALUATION PROCESS

The proposal evaluation process is designed to award the contract resulting from this Solicitation not necessarily to the Proposer offering the lowest cost, but rather to the responsive and responsible Proposer offering the best combination of attributes based upon the evaluation criteria. (“Responsive Proposer” is defined as a Proposer that has submitted a proposal that conforms in all material respects to the Solicitation. “Responsible Proposer” is defined as a Proposer that has the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.)

The Proposal Evaluation Team (consisting of three or more THDA employees) will independently evaluate each General and Technical Proposal against the evaluation criteria in this Solicitation, and will score each in accordance with the criteria as contained in the General and Technical Proposal (Attachment 2). The Solicitation Coordinator will calculate the average of the Proposal Evaluation Team member scores for the Solicitation Attachment 2.

THDA reserves the right to contact any Proposer for clarification on a Proposal.

The Proposal Evaluation Team will review the General and Technical Proposal records and any other available information pertinent to whether or not each Proposer is responsive and responsible. If the Proposal Evaluation Team identifies any Proposer that appears not to meet the responsive and responsible thresholds such that the team would not recommend the Proposer for Cost Proposal evaluation and potential contract award, the team members will fully document such determination and forward to the Solicitation Coordinator.

After the evaluation of the General and Technical Proposals have been completed, the Solicitation Coordinator will review the Cost Proposal of each apparently responsive and responsible Proposer

as determined from the Proposal Evaluation Team, and will calculate and record each Cost Proposal score in accordance with Solicitation Attachment 3.

7. CONTRACT AWARD PROCESS

The Solicitation Coordinator will calculate the sum of the General and Technical Proposal section score and the Cost Proposal score, and along with any other relevant information that might be available and pertinent to the contract award, determine the apparent and best-evaluated proposal.

The recommendation of the Solicitation Coordinator will be forwarded to THDA's Chief Financial Officer for review and approval.

THDA reserves the right to make an award without further discussion of any proposal.

THDA will issue an Evaluation Notice identifying the apparent best-evaluated proposal.

The Proposer identified as offering the apparent best-evaluation Proposal must sign a contract drawn by THDA pursuant to this Solicitation. The contract shall be substantially the same as the Solicitation Attachment 1, *Pro Forma* Contract. The Proposer must sign said contract no later than the Contract Signature by Contractor Deadline detailed in the Procurement Schedule above. If the Proposer fails to provide the signed contract by the deadline, THDA may determine that the Proposer is non-responsive to this Solicitation and reject the proposal.

8. DISCLOSURE OF SOLICITATION RESPONSE CONTENTS

All materials submitted to THDA in response to this solicitation become the property of the Tennessee Housing Development Agency. Selection for award does not affect this right. Upon completion of the evaluations, indicated by the Award Notification (refer to the Procurement Schedule), the full contents and associated documents submitted in response to this solicitation will be open for review by the public. By submitting a response to this solicitation, a potential contractor acknowledges and accepts that the full contents and associated documents submitted in response to this solicitation will become open to public inspection.

9. MANDATORY REQUIREMENTS

- A. The proposal must be delivered to THDA no later than the Proposal Deadline specified in the Procurement Schedule listed above.
- B. A Proposer must not submit alternative proposals.
- C. A Proposer must not submit multiple proposals in different forms (as a prime and a sub-contractor, if applicable)

10. QUESTIONS REGARDING THIS SOLICITATION

Potential proposal may submit questions in writing to THDA either by a) mail (express mail accepted) and b) email to the Solicitation Coordinator. THDA will respond by email and by posting the questions and answers on our website.

**CONTRACT
BETWEEN TENNESSEE HOUSING DEVELOPMENT AGENCY
AND
CONTRACTOR NAME**

This Contract, by and between Tennessee Housing Development Agency, hereinafter referred to as "THDA" and CONTRACTOR LEGAL ENTITY NAME, hereinafter referred to as the "Contractor," is for the provision of Asset Management Function for American Recovery and Reinvestment Act (ARRA) Programs , as further defined in the "SCOPE OF SERVICES."

The Contractor is A/AN INDIVIDUAL, FOR-PROFIT CORPORATION, NON-PROFIT CORPORATION, SPECIAL PURPOSE CORPORATION OR ASSOCIATION, PARTNERSHIP, JOINT VENTURE, OR LIMITED LIABILITY COMPANY.

Contractor Federal Employer Identification or Social Security Number: ID NUMBER

Contractor Place of Incorporation or Organization: LOCATION

A. SCOPE OF SERVICES:

A.1. The Contractor shall provide all service and deliverables as required, described, and detailed by this Scope of Services and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere in this Contract.

A.2. Summary and Background Information

A.2.a. THDA is seeking a qualified individual and /or company to serve as asset manager for project's receiving awards of ARRA funding. The selected individual/company will have extensive experience providing the required services specifically as provided by investors in projects funded through the Low Income Housing Credit Program and be equipped to perform the following:

A.2.b. •Manage and enforce subsidy recapture and ownership/management performance requirements through liens, mortgages, partnership agreements, recapture or by other methods deemed appropriate by THDA.

- Review initial tenant qualification file; review lease up progress reports.

- Review and monitor lease-up reserves.

- Receive and review monthly reports, e.g. occupancy level, reportable incidents.

- Review quarterly reports, e.g. income statement, balance sheet, certificates of insurance.

- Monitor debt service.

- Prepare and present a quarterly portfolio performance report to THDA using methods described by THDA, including any on-line systems.
- Manage operating reserve and replacement reserves, including approval of expenditures.
- Prepare annually an Annual Budget Analysis, Cash Flow Trend Analysis – Cash Flow, a Reserve Burn Rate Analysis, Operating Costs Analysis, and other special reports.
- Review draft audits prepared by independent auditors; ensure delivery of audits to THDA.
- Conduct site inspections to ensure property is being maintained in accordance with the Uniform Physical Condition Standards and other THDA guidelines.
- Prepare disposition and/or refinancing analyses, as needed.

B. CONTRACT TERM:

This Contract shall be effective for the period commencing on February 1, 2010 and ending on January 31, 2013. THDA shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of THDA under this Contract exceed WRITTEN DOLLAR AMOUNT (\$NUMBER). The payment rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by THDA. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless THDA requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in Section C.3. THDA is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. Compensation Firm. The payment rates and the maximum liability of THDA under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

- C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by THDA in a total amount not to exceed the Contract Maximum Liability established in Section C.1.

- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in Section A.

- b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	Amount (per compensable increment)
Asset Management for ARRA Programs	\$ NUMBER Paid in annual installments

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.

C.5. Invoice Requirements. The Contractor shall invoice THDA only for completed increments of service and for the amount stipulated in Section C.3, above, and as required below prior to any payment.

- a. The Contractor shall submit invoices no more often than monthly, with all necessary supporting documentation, to:

404 James Robertson Pkwy, Suite 1200
Nashville, TN 37243

- b. The Contractor agrees that each invoice submitted shall clearly and accurately (all calculations must be extended and totaled correctly) detail the following required information.

- (1) Invoice/Reference Number (assigned by the Contractor);
- (2) Invoice Date;
- (3) Invoice Period (period to which all invoiced charges are applicable);
- (4) Contract Number (assigned by THDA to this Contract);
- (5) Account Name: Tennessee Housing Development Agency, Fiscal Division;
- (6) Account/Customer Number (uniquely assigned by the Contractor to the above-referenced Account Name);
- (7) Contractor Name;
- (8) Contractor Federal Employer Identification Number or Social Security Number (as referenced in this Contract);
- (9) Contractor Contact (name, phone, and/or fax for the individual to contact with billing questions);
- (10) Contractor Remittance Address;
- (11) Complete Itemization of Charges, which shall detail the following:
 - i. Service or Milestone Description (including name /title as applicable) of each service invoiced;
 - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced;
 - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced;
 - iv. Amount Due by Service; and
 - v. Total Amount Due for the invoice period.

- c. The Contractor understands and agrees that an invoice to THDA under this Contract shall:

- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;

- (2) not include any future work but will only be submitted for completed service; and
- (3) not include sales tax or shipping charges.

- d. The Contractor agrees that timeframe for payment (and any discounts) begins when THDA is in receipt of each invoice meeting the minimum requirements above.
- e. The Contractor shall complete and sign a "Substitute W-9 Form" provided to the Contractor by THDA. The taxpayer identification number contained in the Substitute W-9 submitted to THDA shall agree to the Federal Employer Identification Number or Social Security Number referenced in this Contract for the Contractor. The Contractor shall not invoice THDA for services until THDA has received this completed form.

C.6. Payment of Invoice. The payment of the invoice by THDA shall not prejudice THDA's right to object to or question any invoice or matter in relation thereto. Such payment by THDA shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by THDA, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

C.8. Deductions. THDA reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any Contract between the Contractor and THDA of Tennessee any amounts which are or shall become due and payable to THDA of Tennessee by the Contractor.

C.9. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by THDA. Once this form has been completed and submitted to THDA by the Contractor all payments to the Contractor, under this or any other Contract the Contractor has with THDA of Tennessee shall be made by Automated Clearing House (ACH). The Contractor shall not invoice THDA for services until the Contractor has completed this form and submitted it to THDA.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. THDA is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.

D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.

D.3. Termination for Convenience. THDA may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by THDA. THDA shall give the Contractor at least thirty days (30) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall THDA be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, THDA shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to THDA for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of THDA. If such subcontracts are approved by THDA, they shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of THDA of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Prohibition of Illegal Immigrants. The requirements of Public Acts of 2006, Chapter Number 878, of THDA of Tennessee, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to THDA of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to THDA a completed and signed copy of the document at Attachment 1, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the Contractor and made available to state officials upon request.
 - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to state officials upon request.

- c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by THDA.
 - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with THDA of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.
- D.9. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by THDA, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.10. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from THDA require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*
- D.11. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by THDA, the Comptroller of the Treasury, or their duly appointed representatives.
- D.12. Progress Reports. The Contractor shall submit brief, periodic, progress reports to THDA as requested.
- D.13. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.14. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being an independent contractor and not an employee of THDA, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.

- D.15. State Liability. THDA shall have no liability except as specifically provided in this Contract.
- D.16. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.17. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.18. Governing Law. This Contract shall be governed by and construed in accordance with the laws of THDA of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of THDA of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against THDA of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.19. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.20. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.21. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

THDA:

Donna Duarte, Director of Program Compliance
Tennessee Housing Development Agency

404 James Robertson Pkwy, Suite 1200
dduarte@thda.org
Telephone # 615-815-2210
FAX # 615-564-2700

The Contractor:

NAME & TITLE OF CONTRACTOR CONTACT PERSON
CONTRACTOR NAME
ADDRESS
EMAIL ADDRESS
Telephone # NUMBER
FAX # NUMBER

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, THDA reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by THDA. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from THDA any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System (TCRS), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established pursuant to *Tennessee Code Annotated*, Title 8, Chapter 35, Part 3 accepts state employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and THDA under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.
- E.5. Voluntary Buyout Program. The Contractor acknowledges and understands that, for a period of two years beginning August 16, 2008, restrictions are imposed on former state employees who received a State of Tennessee Voluntary Buyout Program (VBP) severance payment with regard to contracts with state agencies that participated in the VBP.
- a. THDA will not contract with either a former state employee who received a VBP severance payment or an entity in which a former state employee who received a VBP severance payment or the spouse of such an individual holds a controlling financial interest.
 - b. THDA may contract with an entity with which a former state employee who received a VBP severance payment is an employee or an independent contractor. Notwithstanding the foregoing, the Contractor understands and agrees that there may be unique business

circumstances under which a return to work by a former state employee who received a VBP severance payment as an employee or an independent contractor of a State contractor would not be appropriate, and in such cases THDA may refuse Contractor personnel. Inasmuch, it shall be the responsibility of THDA to review Contractor personnel to identify any such issues.

- c. With reference to either subsection a. or b. above, a contractor may submit a written request for a waiver of the VBP restrictions regarding a former state employee and a contract with a state agency that participated in the VBP. Any such request must be submitted to THDA in the form of the *VBP Contracting Restriction Waiver Request* format available from THDA and the Internet at: www.state.tn.us/finance/rds/ocr/waiver.html. The determination on such a request shall be at the sole discretion of the head of THDA agency that is a Party to this Contract, the Commissioner of Finance and Administration, and the Commissioner of Human Resources.

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE **DATE**

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

TENNESSEE HOUSING DEVELOPMENT AGENCY:

NAME & TITLE **DATE**

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION

GENERAL AND TECHNICAL PROPOSAL & EVALUATION GUIDE

GENERAL AND TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH. The Proposer must address all items (below) and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Proposer must also detail the proposal page number for each item in the appropriate space below.

A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the proposal's response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:

0 = little value 1 = poor 2 = fair 3 = satisfactory 4 = good 5 = excellent

The RFP Coordinator will multiply each item score by the assigned weight with the product being the item's raw weighted score for purposes of calculating the section score as detailed at the end of this table.

PROPOSER LEGAL ENTITY NAME:					
Proposal Page # (Proposer completes)	Item Ref.	General and Technical Qualifications, Experience & Approach Items	Score	Item Weight	Raw Weighted Score
	A.1.	Detail the following: <ul style="list-style-type: none"> • The legal entity name of the Proposer • The Proposer's form of business (i.e. individual, sole proprietor, corporation, non-profit corporation, partnership, Limited Liability Company). • The Proposer's mailing address, telephone numbers (including toll-free numbers), facsimile numbers, and e-mail address • The address of the Proposer's principal place of business, if different from the Proposer's mailing address • The name, direct telephone number, e-mail address, and facsimile number of the person that THDA should contact about the proposal. • The number of years the Proposer has been in business • The number of years the Proposer has been performing the services required by the Solicitation • Identification of key individuals assigned to work with THDA including the Proposer's qualifications and experience in providing the services desired. Furnish resumes for each individual identified including references and phone numbers. 		45	

PROPOSER LEGAL ENTITY NAME:					
Proposal Page # (Proposer completes)	Item Ref.	General and Technical Qualifications, Experience & Approach Items	Score	Item Weight	Raw Weighted Score
	A.1.	Provide a narrative that describes the process that the Proposer will use to perform the Asset Management Function for American Recovery and Reinvestment Act Programs as required under the pro forma contract in Sections A.1.a-A.2.b.		30	
<i>The RFP Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.</i>			Total Raw Weighted Score: <i>(sum of Raw Weighted Scores above)</i>		
$\frac{\text{Total Raw Weighted Score}}{\text{Maximum Possible Raw Weighted Score}} \times 75 = \text{SCORE:}$ <i>(i.e., 5 x the sum of item weights above)</i>					
THDA Use – Evaluator Identification:					
THDA Use – RFP Coordinator Signature, Printed Name & Date:					

Proposal Response Format:

The General and Technical Proposal shall be submitted on 8.5 x 11 inch paper. Each page should have a header that denotes the page number of the proposal, along with the total number of pages in the General and Technical Proposal.

The use of a cover-page on Letterhead is acceptable. The use of a letterhead on the General and Technical Proposal is discouraged, but will be acceptable for the first page only of the proposal.

Each page of the General and Technical Proposal shall be in the format below:

[Header – to appear on all pages of the General and Technical Proposal]

Page of Total pages

Solicitation No: 2010-S1003

PROPOSER LEGAL ENTITY NAME:	
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[End of Header information]

Item A.1. PROPOSER SHALL INSERT THEIR RESPONSE HERE. A HANGING INDENT FORMAT SHALL BE USED FOR THE PROPOSER’S RESPONSE. THE REPOSENSE SHALL BE SINGLE-SPACED, WITH DOUBLE-SPACING BETWEEN PARAGRAPHS.

Item A.2. CONTINUE AS NECESSARY

COST PROPOSAL & SCORING GUIDE

NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED

COST PROPOSAL SCHEDULE— The proposed cost, detailed below, shall indicate the proposed price for the entire scope of service including all services defined in the Scope of Services of the RFP Attachment 6.6., *Pro Forma* Contract for the total contract period. The proposed cost and the submitted technical proposal associated with this cost shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the Proposer and THDA. All monetary amounts shall be in U.S. currency and limited to two (2) places to the right of the decimal point.

NOTICE: This document must be signed, in the space below, by an individual empowered to bind the proposing entity to the provisions of this Solicitation and any contract awarded pursuant to it. If said individual is not the *President* or *Chief Executive Officer*, this document must attach evidence showing the individual’s authority to legally bind the proposing entity.

PROPOSER SIGNATURE:	
PRINTED NAME & TITLE:	
DATE:	

PROPOSER LEGAL ENTITY NAME:			
Cost Item Description	Proposed Cost	Weight	Weighted Cost
Asset Management Function for American Recovery and Reinvestment Act Programs (as defined in A.1-A.1.b.	\$	25	
<i>The RFP Coordinator will use this sum and the formula below to calculate the COST PROPOSAL SCORE. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.</i>		Evaluation Cost Amount: <i>(sum of all weighted cost amounts above)</i>	
Lowest Evaluation Cost Amount from <u>all</u> Proposals <hr/> Evaluation Cost Amount Being evaluated	X 25 <i>(maximum section score)</i>	= SCORE:	
<i>THDA Use – RFP Coordinator Signature, Printed Name & Date:</i>			