



Invitation to Bid

Tennessee Housing Development Agency
Andrew Jackson Building – Third Floor
502 Deaderick Street
Nashville, TN 37243
www.thda.org

ITB No: 31620-00713

Invitation to Bid Release Date: **August 1, 2022**

Bid Receipt Deadline: **September 1, 2022**

Buyer Information: Emily Kelley

Phone Number: 615-815-2063

Buyer's E-Mail Address: ekelley@thda.org

Title: Volunteer Mortgage Loan Servicing - Single Family Mortgage Statements, 1098 Tax Forms, Borrower Notices, and other documents

Contract Start Date: November 1, 2022

Contract End Date: October 31, 2027

INSTRUCTIONS FOR BIDDERS:

- Read the entire Invitation to Bid ("ITB"), including all terms and conditions and specifications.
- The ITB will be sent to prospective bidders via email from Buyer and also posted on the THDA.org website.
- The response to this ITB (the "Bid") is to be manually signed in ink or electronically signed in the space below by the vendor who responds to this ITB (the "Bidder"). The Tennessee Housing Development Agency ("THDA") shall be entitled to rely on such signature as the signature of an employee, officer or agent of the Bidder who is legally authorized to contractually bind the Bidder.
- Bid Submissions
 - If the Bid is submitted via email to the Buyer, the submission should consist of two (2) or more separate attachments. One (1) attachment should contain the "Bid Price Sheet" ONLY. The remaining one (1) or more attachments should contain the "Bid Response Requirements".
 - Should the Bidder elect, at their expense, to submit the Bid via an express courier service using a proprietary envelope provided by the courier service, the envelope should contain two (2) sealed envelopes. The external front of the first envelope should be clearly marked with the text "**Bid Enclosed - Do not Open**" and the ITB Number listed at the top of this form. The external front of the second envelope should be clearly marked with the text "**Bid Price Sheet Enclosed - Do not Open**" and the ITB Number. The preferred submission format for the courier option would be on two (2) separate USB Flash Drives. An original paper version is also acceptable.
- The Bid must be received at THDA's central office on or before the date and hour designated for the bid opening or the Bid may be rejected. It is the responsibility of the prospective bidder to ensure the Bid is received on time, taking in to account potential delivery delays.
- Upon submitting the Bid, the Bidder agrees to be bound by the Standard Terms and Conditions contained in Section A of the ITB.
- Exceptions to terms and conditions and/or those proposed by the Bidder which may vary from the ITB may render the Bid unresponsive and subject the Bid to rejection.
- A Contract for the Product / Service Specifications listed in Section B of the ITB (the "Contract") will be awarded by THDA to the best valued responsive and responsible Bidder(s) whose Bid meets the requirements and criteria set forth in the ITB.

A. STANDARD TERMS AND CONDITIONS

1. The Bidder who responds to this ITB proposes to furnish and deliver any and all of the supplies; services, and/or other commodities named in this ITB, and for which Bidder has set prices in this Bid for THDA.
2. By the Bidder's written signature on this Bid, the Bidder guarantees and certifies that all items included in the Bid meet or exceed any and all THDA specifications covering such items. Bidder further agrees, if awarded a contract as a result of this Bid, to deliver such commodities, service or merchandise which meet or exceed the specifications.
3. The inclusion in the Bid of a limitation of remedies clause or a limitation of liabilities clause shall be cause for rejection. The inclusion in the Bid of language requiring indemnification by THDA or the choice of law of a state other than the State of Tennessee shall be cause for rejection.
4. It is understood and agreed that all bids (including those not selected) may be made available to the public on request upon completion of the ITB process and award of a Contract.
5. It is understood and agreed that the Bid shall constitute a binding offer which is subject to the Standard Terms and Conditions contained in the ITB, which when accepted in writing by THDA ("Notice of Intent to Award Contract"), will constitute a valid binding contract between THDA and the Bidder submitting such Bid ("Contractor"). If additional documents are required, including but not limited to Master Service Agreements, Service Level Agreements, Statement of Work or Purchase Order, the Standard Terms and Conditions of the ITB shall govern in the event of a discrepancy or ambiguity regarding THDA's rights or the Contractor's duties.
6. It is understood and agreed that THDA has not committed itself to undertake the work set forth in this ITB. THDA reserves the right to reject any bid for any reason, or to enter into discussions or negotiations with any bidders, or act in any manner, which in the sole discretion of THDA, is deemed to be in the best interest of THDA. THDA reserves the right to make those decisions after receipt of any or all bids. THDA's decision on these matters is final.
7. It is understood and agreed that rights, duties and obligations of Contractor may not be assigned, sub-contracted, transferred, or otherwise conveyed without the express written consent of THDA.
8. No person on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal and/or Tennessee State constitutional and/or statutory law shall be excluded from participation in, or denied benefits of, or be otherwise subjected to discrimination in the performance of the Contract or in the employment practices of the Contractor. The Contractor shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to employees and applicants, notices of non-discrimination.
9. Purchases of goods by THDA are exempt from Tennessee sales and use taxes, and THDA is generally exempt from Federal excise tax. Contractor is subject to Tennessee sales and use tax on all materials and supplies used in the performance of the Contract, whether such materials and supplies are purchased by the Contractor, produced by the Contractor, or provided to the Contractor by THDA, pursuant to Tenn. Code Ann. § 67-6-209. The Contractor agrees to pay all taxes incurred in the performance of the Contract.
10. Prohibition of Illegal Immigrants: The requirements of Tenn. Code Ann. § 12-3-309, addressing the use of illegal immigrants in the performance of any contract to supply goods and/or services to the State of Tennessee, shall be a material provision of the Contract, up to and including the termination of the Contract.
11. The Contract start and end dates as noted above shall indicate the dates in which purchase orders may be extended to the Contractor under the terms of the Contract. Purchase orders submitted to the Contractor on or before the close of business on the end date of the Contract shall be completed under the terms of the Contract.
12. The Contractor shall invoice THDA only after completion of the work described in the purchase order/Contract, and as required below prior to payment.
The Contractor shall submit an invoice, with all necessary supporting documentation to:

Tennessee Housing Development Agency
Attn: Accounts Payable
Andrew Jackson Building, Third Floor,
502 Deaderick Street
Nashville, TN 37243-0900

Such invoice shall clearly and accurately detail the following required information:

Invoice Number (Assigned by Contractor)
Invoice date
Contract number (assigned by THDA)
Contractor Name
Contractor Federal Employer Identification Number or Social Security Number
Contractor Contact (Name, Phone, Fax, E-Mail address, to contact with billing questions)
Description of delivered item or service,
Amount due for each line item
Total Amount Due

The Contractor understands and agrees that the invoice shall:

Include only charges for service described in the Contract or purchase order and in accordance with payment terms and conditions set forth in the Contract or purchase order;
Not include any future work but will only be submitted for completed service;
Not include any travel or out-of-pocket expenses; and
Not include sales tax or shipping charges (unless otherwise stipulated in the contract or purchase order).

13. Payment Terms: Payments shall be made on or before 45 days following THDA's receipt of an accurate invoice from Contractor.
14. Contractor's Qualification: Contract shall upon request of THDA, provide satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of the Product/Service Specifications in Section B. of the ITB. THDA reserves the right to make the final determination as to the Contractor's ability to perform.
15. Cancellation:
Termination for Convenience: THDA may terminate the Contract without cause. Said termination shall not be deemed a breach of contract by THDA. THDA shall give the Contractor at least thirty (30) days written notice before the effective cancellation date. The Contractor shall be entitled to receive compensation for goods shipped or services satisfactorily completed as of the cancellation date, but in no event shall THDA be liable to the Contractor for compensation for any goods or services which have not been rendered. Upon such termination, the Contractor shall have no right to any actual, general, special, incidental or consequential damages, or any other claims whatsoever of any description or amount.
Termination for Cause: If the Contractor fails to fulfill its obligations under the Contract in a timely or proper manner, or if the Contractor violates any terms of the Contract, THDA shall have the right to immediately terminate the Contract upon written notice to the Contractor. THDA shall have the right to withhold payment 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 the Contract by the Contractor.
16. Modification and Amendment: The Contract may be modified only by a written amendment signed by THDA and Contractor.
17. Conflicts of Interest: The Contractor warrants that no part of the Contractor's compensation shall be paid directly or indirectly to an employee or official of the State 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 under this Contract. The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six (6) months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee.

18. State and Federal Compliance: The Contractor shall comply with all applicable local, state and federal laws and regulations in the provision of goods or services under the Contract.
19. Records: The Contractor shall maintain documentation for all charges under the resulting Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) 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.
20. Monitoring: The Contractor's activities conducted and records maintained pursuant to the Contract shall be subject to monitoring and evaluation by THDA, the Comptroller of the Treasury, or their duly appointed representatives.
21. Progress Reports: The Contractor shall submit brief, periodic, progress reports to THDA as requested.
22. Strict Performance: Failure by any party to this Contract to require, in any one or more cases, 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 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.
23. Independent Contractor: The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party 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 are not employees or agents of the other Party.
24. Patient Protection and Affordable Care Act: The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify THDA and hold it harmless for any costs to THDA arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.
25. HIPAA Compliance: THDA and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Contract.
 - a. Contractor warrants to THDA that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.
 - b. Contractor warrants that it will cooperate with THDA, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.
 - c. THDA and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep THDA and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
 - d. The Contractor will indemnify THDA and hold it harmless for any violation by the Contractor or

its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by THDA because of the violation.

26. Tennessee Consolidated Retirement System: Subject to statutory exceptions contained in Tenn. Code Ann. §§ 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 under Tenn. Code Ann. §§ 8-35-101, *et seq.*, 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, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.
27. Tennessee Department of Revenue Registration: The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.
28. Governing Law: The Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under the Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the THDA or its employees arising under the Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 through 9-8-407
29. Limitation of THDA’s Liability: THDA shall have no liability except as specifically provided in the Contract. In no event will THDA indemnify Contractor or be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under the Contract or otherwise. THDA’s total liability under Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed payments made for services rendered under the Contract. This limitation of liability is cumulative and not per incident.
30. Hold Harmless: The Contractor agrees to indemnify and hold harmless the State of Tennessee and THDA as well as its officers, agents, directors, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to the Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for THDA and all court costs to enforce the terms of the Contract.
In the event of any suit or claim, THDA and the Contractor shall give each other immediate notice and provide all necessary assistance to respond. The failure of THDA to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent THDA in any legal matter, as the right to represent THDA is governed by Tenn. Code Ann. § 8-6-106.
31. Personally Identifiable Information. While performing its obligations under this Contract, Contractor may have access to Personally Identifiable Information held by THDA (“PII”). For the purposes of this Contract, “PII” includes “Nonpublic Personal Information” as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time (“GLBA”) and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating

to disclosure or use of personal information (“Privacy Laws”). Contractor agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Contractor shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Contractor and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Contractor shall immediately notify State: (1) of any disclosure or use of any PII by Contractor or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to Contractor or its employees, agents and representatives where the purpose of such disclosure is not known to Contractor or its employees, agents and representatives. The State reserves the right to review Contractor's policies and procedures used to maintain the security and confidentiality of PII and Contractor shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Contractor is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Contractor shall immediately return to the State any and all PII which it has received under this Contract and shall destroy all records of such PII.

The Contractor shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Contractor (“Unauthorized Disclosure”) that come to the Contractor's attention. Any such report shall be made by the Contractor within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Contractor. Contractor shall take all necessary measures to halt any further Unauthorized Disclosures. The Contractor, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Contractor shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Contract.

32. Technology Professional Liability (Errors & Omissions)/Cyber Liability Insurance

- 1) The Contractor shall maintain technology professional liability (errors & omissions)/cyber liability insurance appropriate to the Contractor's profession in an amount not less than five million dollars (\$5,000,000) per occurrence or claim and five million dollars (\$5,000,000) annual aggregate, covering all acts, claims, errors, omissions, negligence, infringement of intellectual property (including copyright, patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, information theft, damage to destruction of or alteration of electronic information, breach of privacy perils, wrongful disclosure and release of private information, collection, or other negligence in the handling of confidential information, and including coverage for related regulatory fines, defenses, and penalties.
- 2) Such coverage shall include data breach response expenses, in an amount not less than five million dollars (\$5,000,000) and payable whether incurred by the State or Contractor, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services and expenses in the performance of services for the State or on behalf of the State hereunder.

33. The Contractor shall ensure that all Confidential THDA data is housed in the continental United States, inclusive of backup data.

34. The Contractor shall encrypt Confidential THDA Data at rest and in transit using the current version of Federal Information Processing Standard (“FIPS”) 140-2 validated encryption technologies.

The Contractor and the Contractor's processing environment containing Confidential THDA data shall

- either (1) be in accordance with at least one of the following security standards: (i) International Standards Organization (“ISO”) 27001; (ii) Federal Risk and Authorization Management Program (“FedRAMP”); or (2) be subject to an annual engagement by a CPA firm in accordance with the standards of the American Institute of Certified Public Accountants (“AICPA”) for a System and Organization Controls for service organizations (“SOC”) Type II audit. The Contractor shall provide proof of current ISO certification or FedRAMP authorization for the Contractor and Subcontractor(s), or provide the State with the Contractor’s and Subcontractor’s annual SOC Type II audit report
35. 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 of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.
36. Heading: Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

B. STATEMENT OF PURPOSE & PRODUCT/SERVICE SPECIFICATIONS:

1. Tennessee Housing Development Agency (“THDA”) is requesting a bid from the qualified vendors (“Bidders”) to provide Monthly Statements, borrower notices and other documents services for THDA’s Volunteer Mortgage Loan Servicing Division.
- Background: THDA offers low-interest loans to qualified low to moderate income borrowers in the three grand divisions of the state of Tennessee. THDA purchases the loan from the originator or the holder of the loan. The funds to make and purchase these loans come from qualified mortgage revenue bonds issued by THDA. The majority of THDA’s portfolio is FHA Insured loans, approximately 86% of the total loans serviced by THDA. The remaining portfolio currently consists of Conventional in-sured, Conventional ininsured, USDA, and VA Guaranty loans. THDA recently began servicing Freddie Mac mortgages and will soon service GNMA mortgages in late 2022.
- THDA began direct servicing loans in November, 2016. The current portfolio count of loans receiving monthly statements is 28,000. Of those approximately 28,000 loans, the number of loans receiving additional monthly notices including late notices, loss mitigation solicitations, and Notice of Defaults averages less than 5,000 regular mail and less than 500 certified mail. Large annual mailings consist of 23,000 Annual Escrow Analysis, 32,000 1098s, 22,000 Annual FHA and PMI notices. THDA has set up Volunteer Mortgage Loan Servicing to handle all aspects of servicing these loans.
2. THDA is seeking bids for a contractor to provide Mortgage statements, 1098 tax documents, borrower notices, and other documents for its mortgage loan servicing customers. Desired services include but are not limited to the following:
- a. Design and produce a monthly statement for mortgage loan customers.
 - b. Process files created by FICS Mortgage Servicer Software.
 - c. Produce statements including, but not limited to, the following information:
 - payment coupon
 - FHA prepayment info
 - PMI annual cancellation disclosure
 - taxes and insurance (T&I) disclosures
 - overage/shortage notices
 - substitute 1098 information
 - name, address or social security number change notice
 - automatic payment draft information
 - insurance and tax information
 - and, other customized pages as determined by THDA.
 - d. Production of monthly statements upon receipt of an electronic file from THDA. Statements are to be produced and mailed within three (3) days of receipt of the electronic file.
 - e. Production of annual statements upon receipt of an electronic file from THDA. Annual statements must be produced and mailed within five (5) days of receipt of the electronic file. Annual

production of 1098/1099s must be processed and mailed no later than January 15th of each year.

- f. Supply PDF bookmarked files of all monthly and year-end information including T&I disclosure and substitute 1098 information utilizing set naming conventions which THDA or THDA's website vendor will load on its website for access by its mortgage loan customers.
- g. Accept additional inserts for mailing from THDA to be included with the monthly statement and must possess the ability to design and manufacture such inserts, within the timeframe required, if so desired by THDA.
- h. Administer NCOA Processing and provide monthly feedback reporting to THDA.
- i. Offer a compliance review of all correspondence to ensure adherence to all CFPB regulations.
- j. Transfer and exchange all files with THDA via a secure FTP site provided for and/or approved by the agency's Information Technology management team.
- k. Permanently delete all document images and raw data files as soon as is reasonably possible after printing and mailing; specifically 1098 tax documents and any others containing PII.

C. AWARD CRITERIA

Award Criteria: The Contract Award shall be made to the best valued responsive and responsible Bidder(s) considering the following:

- Ability to meet and/or exceed all items in Section B Product/Services Specifications [THDA reserves the right to make the final determination as to a bidder's ability to perform.] (Score 50%)
- Professional experience (Score 10%)
- Recommendation by references (Score 10%)
- Cost (Score 25%)
- Other pertinent information submitted (Score 5%)

D. BID RESPONSE SUBMISSIONS

1. Bid Submission Requirements

Attach a document(s) with all of the following information. Please note the ITB reference number noted at the top of this Invitation to Bid should also be noted on the attached document(s).

- a. Description of the Bidder and its capabilities, specifically the Bidder's capacity to perform the work that likely will be associated with each item of THDA's Product/Service Specifications in Section B. Indicate which services would be performed in-house and which would require sub-contractors.
- b. Description of the Bidder's experience providing similar product/services, particularly to other state housing finance agencies.
- c. Provide evidence of a strong contractor verification and audit program to prevent abuse, theft of personal items, and preservation of personal property.
- d. Provide evidence of an industry-recognized security certification for handling of sensitive electronic information per Standard Terms and Conditions of Section A in this ITB.
- e. Provide evidence of the level of Rush Request service for a quick turn deliverable.
- f. Attest to Service Level monitoring.
- g. Demonstrate how Bidder would actively work to minimize the costs associated with an activity and how Bidder would request permission for over allowable fees prior to work being completed.
- h. Samples of work related to the requested Product/Service Specifications.
- i. Description of Services of how Bidder would deliver the product/service specifications.
- j. Description of current relationship with governmental agencies including name of agency, type of services provided, and length of time servicing in this capacity.
- k. Identify which principals and associates would provide the products/services (identify their responsibilities and appropriate qualifications).

- l. Include 3 Comparable job references. Failure to provide at least three (3) comparable job references with satisfactory quality of service may result in the Bid being considered non-responsive and cause for rejection of the Bid.
- m. Any other information at the discretion of the Bidder that is deemed to assist in an evaluation of the Bidder's service experience and time in business may be attached to the Bid.

2. Bid Price Sheet

Please see attached Price Sheet (Exhibit 1) for pricing methodology. Note that the Price Sheet may be revised at any time with written notice from THDA. It is expected that any additional forms will be priced comparably to any similar form already in production.

By signing below, the Bidder certifies that this Bid complies with all requirements of this Invitation to Bid and further certifies that this Bid is made without collusion or fraud. This Bid must be manually signed in ink below.

Bidder Legal Entity Name: _____

By: _____ (Signature of Bidder)

Name: _____

Title: _____

Bidder Address: _____

City _____ State _____ Zip Code: _____

Phone Number: _____ E-Mail Address: _____

Fax Number: _____

**EXHIBIT 1
PRICE SHEET**

Cost Proposal & Evaluation Guide

Bids exceeding the established fee limits from the relevant regulatory agencies (FHA, VA, FNMA, RHS) for property valuation work will not be accepted. List hourly fee or other proposed fee for services if different from relevant regulatory agencies.

BIDDER SIGNATURE:	
PRINTED NAME & TITLE:	
DATE:	

BIDDER LEGAL ENTITY NAME:								
Cost Item Description	Proposed Cost					THDA Use ONLY		
	Year 1	Year 2	Year 3	Year 4	Year 5	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
Monthly Statements (1 page, front & back, legal, color, detach coupon)	\$ / UNIT	\$ / UNIT	\$ / UNIT	\$ / UNIT	\$ / UNIT		5	
Escrow Analysis (1 page, front & back, letter, color)	\$ / UNIT	\$ / UNIT	\$ / UNIT	\$ / UNIT	\$ / UNIT		5	
Year End 1098-1099	\$ / UNIT	\$ / UNIT	\$ / UNIT	\$ / UNIT	\$ / UNIT		5	
One Page Letter	\$ / UNIT	\$ / UNIT	\$ / UNIT	\$ / UNIT	\$ / UNIT		4	
Initial Set-Up	\$ / UNIT	\$ / UNIT	\$ / UNIT	\$ / UNIT	\$ / UNIT		5	

BIDDER LEGAL ENTITY NAME:								
Cost Item Description	Proposed Cost					THDA Use ONLY		
	Year 1	Year 2	Year 3	Year 4	Year 5	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
Doc Compliance QC	\$ / UNIT	\$ / UNIT	\$ / UNIT	\$ / UNIT	\$ / UNIT		5	
Run Charge	\$ / UNIT	\$ / UNIT	\$ / UNIT	\$ / UNIT	\$ / UNIT		4	
USPS 1oz First Class - Presorted	\$ / UNIT	\$ / UNIT	\$ / UNIT	\$ / UNIT	\$ / UNIT		4	
USPS Certified Mail	\$ / UNIT	\$ / UNIT	\$ / UNIT	\$ / UNIT	\$ / UNIT		4	
PDF Bookmarked Files	\$ / UNIT	\$ / UNIT	\$ / UNIT	\$ / UNIT	\$ / UNIT		5	
NCOA Processing Returned Mail	\$ / UNIT	\$ / UNIT	\$ / UNIT	\$ / UNIT	\$ / UNIT		4	
							SCORE:	
<i>THDA Use – ITB Coordinator Signature, Printed Name & Date:</i>								