

CONTRACT #16
RFS # 316.20-00169
Edison # 36299

**Tennessee Housing
Development Agency (THDA)**

VENDOR:
**Community Housing Partners
Corporation**

Ralph M. Perrey, Executive Director



June 8, 2016

Fiscal Review Committee
c/o Leni Chick, Contract & Audit Coordinator

VIA EMAIL: leni.chick@capitol.tn.gov

Re: MEMORANDUM: Exception Request to be added to the July 13, 2016 Agenda
Amendment #5 to Contract #36299 for
Weatherization Assistance Program (WAP) Technical Assistance and Training

Dear Committee Members:

THDA respectfully requests an exception so we may be added to the July 13, 2016, FRC meeting agenda so that I may be able to present Amendment #5 to the FRC for its review.

The effective date of executed Amendment 5 is June 30, 2016, less than 60 days from today, otherwise the contract would have expired on June 30, 2016. THDA believes it is in the best interest of the State to not let the contract expire and to preserve the Contractor's obligations and the State's rights under the Contract.

Amendment #5 exercises the final renewal option of the competitive and increases the maximum liability by \$130,000 to get the City of Memphis up and running to participate in the WAP program. There are no changes to the scope of services.

One of the reasons this amendment is late is that last month the City of Memphis agreed to be a WAP sub-grantee. THDA has been trying to find a Memphis based sub-grantee for this program for the last year and a half. Under this contract, per the WAP guidelines and the DoE, the City of Memphis would receive the required training and technical assistance services.

I hope the FRC will approve this exception request and allow me the opportunity to present Amendment #5 for the committee's review at its July 13, 2016 meeting.

Please accept my appreciation for the Committee's consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read "R. M. Perrey", is written over a horizontal blue line that extends to the right.

Ralph M. Perrey
Executive Director

Ralph M. Perrey, Executive Director



June 7, 2016

Fiscal Review Committee
c/o Leni Chick, Contract & Audit Coordinator

VIA EMAIL: leni.chick@capitol.tn.gov

Re: Amendment #5 to Contract #36299 for
Weatherization Assistance Program (WAP) Technical Assistance and Training

Dear Committee Members:

May this serve as the **Summary Letter** required pursuant to the FRC Revised Checklist. THDA presents Amendment #5 to the FRC for review because the increase in maximum liability reflected exceeds \$250,000 and extends the contract term of an additional year.

Amendment #5 exercises the final renewal option of the competitive contract (which the FRC reviewed and approved in the Amendment #4 in April of 2015) and increases the maximum liability by \$130,000 to get the City of Memphis up and running to participate in the WAP program. There are no changes to the scope of services.

The effective date of the fully executed Amendment 5 is June 30, 2015, less than 60 days from today. The reason this amendment is late is that THDA finally secured a Memphis area sub-grantee last month. Memphis is one of the most economically disadvantaged and energy cost burdened areas of the State. THDA has been trying to find a Memphis based sub-grantee for this program for the last year and a half. The City of Memphis has agreed to participate in the program which will require the training and technical assistance services of the Community Housing Partners Corporation under this contract per the WAP guidelines and the DoE. Therefore THDA believes it is in the best interest of the State and THDA to be bound to this contract.

Please find for your review and consideration the following:

- Supplemental Documentation Form
- Contract Amendment Cover Sheet and signed Amendment #5
- Supporting Documentation:
 - Amendments #1, #2, #3, and #4 Stamped
 - Contract #36299 Stamped
 - RFP #31620-00169

Please accept my appreciation for the Committee's consideration.

Sincerely,

A handwritten signature in blue ink that reads "Ralph M. Perrey". The signature is stylized and includes a long horizontal flourish extending to the right.

Ralph M. Perrey
Executive Director

Supplemental Documentation Required for
Fiscal Review Committee

*Contact Name:	Debra Murray	*Contact Phone:	615-815-2053		
*Presenter's name(s):	Ralph M. Perrey, Executive Director				
Edison Contract Number: <i>(if applicable)</i>	36299	RFS Number: <i>(if applicable)</i>	31620-00169		
*Original or Proposed Contract Begin Date:	04/09/2013	*Current or Proposed End Date:	Current: 6/30/2016 Proposed: 6/30/2017		
Current Request Amendment Number: <i>(if applicable)</i>	5				
Proposed Amendment Effective Date: <i>(if applicable)</i>	6/30/2016				
*Department Submitting:	Tennessee Housing Development Agency				
*Division:	Community Programs: WAP				
*Date Submitted:	6/7/2016				
*Submitted Within Sixty (60) days:	No				
<i>If not, explain:</i>	Addition of Memphis WAP in May 2016				
*Contract Vendor Name:	Community Housing Partners Corporation				
*Current or Proposed Maximum Liability:	\$660,495.00				
*Estimated Total Spend for Commodities:	N/A				
*Current or Proposed Contract Allocation by Fiscal Year: <i>(as Shown on Most Current Fully Executed Contract Summary Sheet)</i>					
FY: 2013	FY: 2014	FY: 2015	FY: 2016	FY 2017	FY
\$0	\$ 48,818	\$ 137,889	\$ 117,344	\$ 356,444	\$
*Current Total Expenditures by Fiscal Year of Contract: <i>(attach backup documentation from Edison)</i>					
FY: 2013	FY: 2014	FY: 2015	FY: 2016	FY	FY
\$0	\$ 48,818	\$ 137,889	\$ 117,344	\$	\$
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:		N/A			
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:		N/A			
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:		N/A			

Supplemental Documentation Required for
Fiscal Review Committee

*Contract Funding Source/Amount:			
State:		Federal:	\$660,495.00
<i>Interdepartmental:</i>		<i>Other:</i>	
If “ <i>other</i> ” please define:			
If “ <i>interdepartmental</i> ” please define:			
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>	
6/30/14 Amendment 1		Extend end date to 12/31/14 and address change	
12/31/14 Amendment 2		Extend end date to 6/30/15	
5/1/15 Amendment 3		Increase maximum liability due to Federal Funding	
6/30/15 Amendment 4		Renewal and increase of maximum liability	
Method of Original Award: <i>(if applicable)</i>		RFP	
*What were the projected costs of the service for the entire term of the contract prior to contract award? How was this cost determined?		\$200,000 for April 1, 2013-June 30, 2014 Percent of program funds allowed for technical assistance and training.	
*List number of other potential vendors who could provide this good or service; efforts to identify other competitive procurement alternatives; and the reason(s) a sole-source contract is in the best interest of the State.		Through an RFP in 2013 the contractor was selected, contractor has performed the services as required. THDA respectfully maintains this is not a sole-source contract as it was the result of a competitive RFP. Under procurement rules a contract may be extended so long as it does not exceed 60 months. This renewal would result in a contract term of 51 months.	
Provide information on the circumstances and status of any disciplinary action taken or pending against the vendor during the past 5 years with state agencies/departments, professional organizations, or through any legal action.		No disciplinary action identified.	
Provide any information regarding the due diligence that the Department has taken to ensure that the vendor is not or has not been involved in any circumstances related to illegal activity, including but not limited to fraud.		THDA Due Diligence includes SAM status review of vendor which is Active with no exclusions and no delinquent federal debt. The Vendor a certified WAP training center in good standing with DoE	

PAYMENTS FOR CONTRACT #36299

Remit Vndr = 0000163727

Unit = 31620

Date From = 2010-01-01

Date To = 2016-06-06

Unr	Voucher	Invoice	Remit Vndr	Name	Gross Amt	Reference	Pymnt Date	Method	Message
31620	00409700	Tenn003	0000163727	New River Center For Energy Re	5,952.00	0003069201	9/27/2013	CHK	contract# 36299 Tenn TA/QCI
31620	00484709	Tenn004	0000163727	New River Center For Energy Re	496.00	0003504284	6/20/2014	CHK	Tenn004 Contract#36299
31620	00484710	Tenn005	0000163727	New River Center For Energy Re	496.00	0003504284	6/20/2014	CHK	Tenn TA/QCI Contract#36299
31620	00484712	Tenn006	0000163727	New River Center For Energy Re	248.00	0003504284	6/20/2014	CHK	Tenn TA/QCI Contract#36299
31620	00484713	Tenn007	0000163727	New River Center For Energy Re	124.00	0003504284	6/20/2014	CHK	Tenn TA/QCI Contract#36299
31620	00484714	Tenn008	0000163727	New River Center For Energy Re	124.00	0003504284	6/20/2014	CHK	Tenn TA/QCI Contract#36299
31620	00484800	Tenn009	0000163727	New River Center For Energy Re	124.00	0003505592	6/23/2014	CHK	Tenn TA/QCI Contract#36299
31620	00484715	Tenn010	0000163727	New River Center For Energy Re	124.00	0003504284	6/20/2014	CHK	Tenn TA/QCI Contract#36299
31620	00484716	Tenn011	0000163727	New River Center For Energy Re	124.00	0003504284	6/20/2014	CHK	Tenn TA/QCI Contract#36299
31620	00484717	Tenn012	0000163727	New River Center For Energy Re	248.00	0003505592	6/23/2014	CHK	Tenn TA/QCI Contract#36299
31620	00484718	Tenn013	0000163727	New River Center For Energy Re	248.00	0003504284	6/20/2014	CHK	Tenn TA/QCI Contract#36299
31620	00484719	Tenn014	0000163727	New River Center For Energy Re	124.00	0003504284	6/20/2014	CHK	Tenn TA/QCI Contract#36299
31620	00425404	Tenn015	0000163727	New River Center For Energy Re	2,976.00	0003175947	12/2/2013	CHK	Tenn TA/QCI, contract #36299
31620	00425405	Tenn016	0000163727	New River Center For Energy Re	3,296.00	0003175947	12/2/2013	CHK	Tenn TA/QCI, Contract #36299
31620	00442159	Tenn017	0000163727	New River Center For Energy Re	2,996.00	0003267097	1/29/2014	CHK	Tenn TA/QCI Contract #36299
31620	00449646	Tenn018	0000163727	New River Center For Energy Re	6,448.00	0003284972	2/7/2014	CHK	Tenn TA/QCI Contract #36299
31620	00449647	Tenn019	0000163727	New River Center For Energy Re	124.00	0003283292	2/6/2014	CHK	Tenn TA/QCI Contract #36299
31620	00449648	Tenn020	0000163727	New River Center For Energy Re	124.00	0003283292	2/6/2014	CHK	Tenn TA/QCI Contract #36299
31620	00449649	Tenn021	0000163727	New River Center For Energy Re	1,498.00	0003283292	2/6/2014	CHK	Tenn TA/QCI Contract #36299
31620	00458520	Tenn022	0000163727	New River Center For Energy Re	4,209.00	0003368810	4/1/2014	CHK	Tenn TA/QCI Contract #36299
31620	00467978	Tenn023	0000163727	New River Center For Energy Re	9,137.00	0003392911	4/14/2014	CHK	Tenn TA/QCI Contract #36299
31620	00467977	Tenn024	0000163727	New River Center For Energy Re	2,356.00	0003392911	4/14/2014	CHK	Tenn TA/QCI Contract #36299
31620	00484681	TENN025	0000163727	New River Center For Energy Re	4,494.00	0003505592	6/23/2014	CHK	Tenn TA/QCI Contract # 36299
31620	00484680	TENN026	0000163727	New River Center For Energy Re	2,728.00	0003505592	6/23/2014	CHK	Tenn TA/QCI, contract #36299
31620	00501063	TENN027	0000163727	New River Center For Energy Re	2,356.00	0003596219	8/15/2014	CHK	Tenn TA/QCI, Contract #36299
31620	00509027	Tenn029	0000163727	New River Center For Energy Re	19,130.00	0003642391	9/16/2014	CHK	Tenn TA/QCI Contract #36299
31620	00517307	Tenn030	0000163727	New River Center For Energy Re	5,541.00	0003681992	10/10/2014	CHK	Tenn TA/QCI Contract #36299
31620	00517308	Tenn031	0000163727	New River Center For Energy Re	5,704.00	0003681992	10/10/2014	CHK	Tenn TA/QCI Contract #36299
31620	00526739	Tenn032	0000163727	New River Center For Energy Re	2,996.00	0003762967	12/2/2014	CHK	Tenn TA/QCI, Contract #36299
31620	00526740	Tenn033	0000163727	New River Center For Energy Re	3,348.00	0003762967	12/2/2014	CHK	Tenn TA/QCI, Contract #36299
31620	00526741	Tenn034	0000163727	New River Center For Energy Re	6,200.00	0003762967	12/2/2014	CHK	Tenn TA/QCI, Contract #36299
31620	00534521	Tenn035	0000163727	New River Center For Energy Re	11,222.00	0003785115	12/16/2014	CHK	Tenn TA/QCI, Contract #36299
31620	00552565	Tenn036	0000163727	New River Center For Energy Re	3,334.00	0003886143	2/23/2015	CHK	THDA Invoice # Tenn036
31620	00595161	Tenn037	0000163727	New River Center For Energy Re	2,450.00	0004087828	6/26/2015	CHK	Tenn TA/QCI Contract #36299
31620	00595166	TENN038	0000163727	New River Center For Energy Re	12,400.00	0004087828	6/29/2015	CHK	Tenn TA/QCI Contract #36299
31620	00570013	Tenn039	0000163727	New River Center For Energy Re	5,208.00	0003970611	4/20/2015	CHK	Tenn TA/QCI Contract #36299
31620	00578066	Tenn040	0000163727	New River Center For Energy Re	3,224.00	0004001439	4/30/2015	CHK	Tenn TA/QCI Contract #36299
31620	00578998	Tenn041	0000163727	New River Center For Energy Re	3,224.00	0004023640	5/15/2015	CHK	Tenn TA/QCI Contract #36299
31620	00578999	Tenn042	0000163727	New River Center For Energy Re	2,232.00	0004027197	5/15/2015	CHK	Tenn TA/QCI Contract #36299
31620	00586822	Tenn043	0000163727	New River Center For Energy Re	3,224.00	0004049470	5/31/2015	CHK	Tenn TA/QCI Contract #36299
31620	00586821	Tenn044	0000163727	New River Center For Energy Re	2,232.00	0004049470	5/31/2015	CHK	Tenn TA/QCI Contract #36299
31620	00586823	Tenn045	0000163727	New River Center For Energy Re	12,250.00	0004049470	6/3/2015	CHK	Tenn TA/QCI Contract #36299
31620	00595169	Tenn046	0000163727	New River Center For Energy Re	1,750.00	0004083127	6/23/2015	CHK	Tenn TA/QCI Contract #36299
31620	00595172	Tenn047	0000163727	New River Center For Energy Re	6,650.00	0004087828	6/23/2015	CHK	Tenn TA/QCI Contract #36299
31620	00595170	Tenn048	0000163727	New River Center For Energy Re	2,850.00	0004087828	6/23/2015	CHK	Tenn TA/QCI Contract #36299
31620	00595173	Tenn049	0000163727	New River Center For Energy Re	7,440.00	0004087828	6/23/2015	CHK	Tenn TA/QCI Contract #36299
31620	00595171	Tenn050	0000163727	New River Center For Energy Re	524.00	0004083127	6/25/2015	CHK	Tenn TA/QCI Contract #36299
31620	00595189	Tenn051	0000163727	New River Center For Energy Re	3,400.00	0004094123	7/10/2015	CHK	Tenn TA/QCI Contract #36299
31620	00603344	Tenn052	0000163727	New River Center For Energy Re	3,720.00	0004135959	7/29/2015	CHK	Tenn TA/QCI Contract #36299
31620	00604277	Tenn053	0000163727	New River Center For Energy Re	744.00	0004150416	8/18/2015	CHK	Tenn TA/QCI Contract #36299
31620	00611737	Tenn054	0000163727	New River Center For Energy Re	17,360.00	0004174466	8/27/2015	CHK	Tenn TA/QCI Contract #36299
31620	00620147	Tenn055	0000163727	New River Center For Energy Re	17,360.00	0004224226	9/29/2015	CHK	Tenn TA/QCI Contract #36299
31620	00620925	Tenn056	0000163727	New River Center For Energy Re	3,720.00	0004240474	10/14/2015	CHK	Tenn TA/QCI Contract #36299
31620	00621004	Tenn057	0000163727	New River Center For Energy Re	17,360.00	0004245411	10/14/2015	CHK	Tenn TA/QCI Contract #36299
31620	00621005	Tenn058	0000163727	New River Center For Energy Re	5,992.00	0004248835	10/15/2015	CHK	Tenn TA/QCI Contract #36299
31620	00635807	Tenn059	0000163727	New River Center For Energy Re	4,792.00	0004293627	11/16/2015	CHK	Tenn TA/QCI Contract #36299
31620	00635970	Tenn060	0000163727	New River Center For Energy Re	3,720.00	0004304365	12/1/2015	CHK	Tenn TA/QCI Contract #36299
31620	00651778	TENN061	0000163727	New River Center For Energy Re	8,680.00	0004398706	1/31/2016	CHK	Tenn TA/QCI Contract #36299
31620	00659552	TENN062	0000163727	New River Center For Energy Re	1,750.00	0004426851	2/29/2016	CHK	Tenn TA/QCI Contract #36299
31620	00660182	TENN063	0000163727	New River Center For Energy Re	6,680.00	0004453409	3/24/2016	CHK	Tenn TA/QCI Contract #36299
31620	00667607	TENN064	0000163727	New River Center For Energy Re	2,976.00	0004486747	4/5/2016	CHK	Tenn TA/QCI Contract #36299
31620	00667894	TENN065	0000163727	New River Center For Energy Re	6,592.00	0004486747	3/31/2016	CHK	Tenn TA/QCI Contract #36299
31620	00675654	TENN066	0000163727	New River Center For Energy Re	4,960.00	0004523274	4/30/2016	CHK	Tenn TA/QCI Contract #36299
31620	00676090	TENN067	0000163727	New River Center For Energy Re	2,480.00	0004539277	5/11/2016	CHK	Tenn TA/QCI Contract #36299
31620	00675653	TENN068	0000163727	New River Center For Energy Re	3,058.00	0004523274	4/30/2016	CHK	Tenn TA/QCI Contract #36299
31620	00561272	TNFM3022015	0000163727	New River Center For Energy Re	12,400.00	000930158	3/24/2015	CHK	Invoice # TNFM3022015

Maximum Liabili 530495
Remaining 226,444.00

304,051.00 TOTAL PAYMENTS a/o 11/18/15
48,818.00 FY 2014 PAYMENTS
128,889.00 FY 2015 PAYMENTS
126,344.00 FY 2016 PAYMENTS a/o 6/7/16

Amendment Request

This request form is not required for amendments to grant contracts. Route a completed request, as one file in PDF format, via e-mail attachment sent to: Agsprs.Agsprs@tn.gov

APPROVED

CHIEF PROCUREMENT OFFICER

DATE

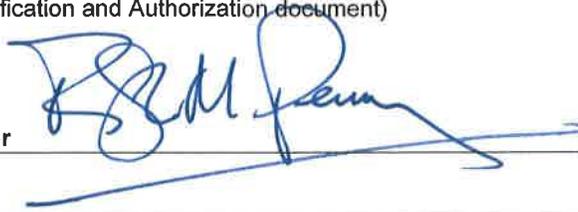
Agency request tracking #	36299-5
1. Procuring Agency	Tennessee Housing Development Agency (THDA)
2. Contractor	Community Housing Partners Corporation (Vendor #163727)
3. Edison contract ID #	36299
4. Proposed amendment #	5
5. Contract's Effective Date (Amendment Effective Date)	04/01/2013 (6/30/2016)
6. Current end date	06/30/2016
7. Proposed end date	06/30/2017
8. Current Maximum Liability or Estimated Liability	\$ 530,495.00
9. Proposed Maximum Liability or Estimated Liability	\$ 660,495.00
10. Office for Information Resources Pre-Approval Endorsement Request – information technology service (N/A to THDA)	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached
11. eHealth Pre-Approval Endorsement Request – health-related professional, pharmaceutical, laboratory, or imaging	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached
12. Human Resources Pre-Approval Endorsement Request – state employee training service	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached
13. Explain why the proposed amendment is needed	THDA is exercising the last renewal option and increasing the maximum liability by \$130,000 (Federal HUD Funds) to cover an increase in volume of these services due to a new FY 2017 WAP project in Memphis.
14. If the amendment involves a change in Scope, describe efforts to identify reasonable, competitive, procurement alternatives to amending the contract.	N/A No change in Scope

Agency request tracking #

36299-5

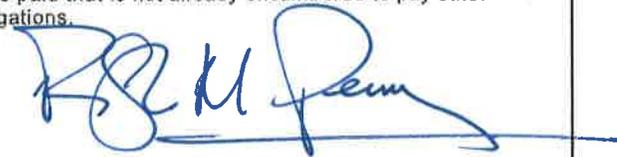
Signature of Agency head or authorized designee, title of signatory, and date (the authorized designee may sign his or her own name if indicated on the Signature Certification and Authorization document)

Ralph M. Perrey, Executive Director

A handwritten signature in blue ink, appearing to read "R M Perrey", is written over a horizontal line. The signature is stylized and cursive.



CONTRACT AMENDMENT COVER SHEET

Agency Tracking # 31620-00169	Edison ID 36299	Contract # 36299	Amendment # 5		
Contractor Legal Entity Name Community Housing Partners Corporation			Edison Vendor ID 163727		
Amendment Purpose & Effect(s) Exercise renewal option and Increase maximum liability by \$130,000 to cover Memphis ramp up.					
Amendment Changes Contract End Date: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		End Date: 6/30/2017			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$ 130,000 Increase		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2014		48,818.00			48,818.00
2015		137,889.00			137,889.00
2016		117,344.00			117,344.000
2017		356,444.00			356,444.00
TOTAL:		660,495.00			660,495.00
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO				<i>CPO USE</i>	
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations. 					
Speed Chart (optional)	Account Code (optional)				

**AMENDMENT FIVE
OF CONTRACT 36299**

This Amendment is made and entered by and between the State of Tennessee, Tennessee Housing Development Agency (THDA), hereinafter referred to as the "State" and Community Housing Partners Corporation, d/b/a CHP Energy Solutions Research & Training, hereinafter referred to as the "Contractor." For good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

1. Contract section **B.** is deleted in its entirety and replaced with the following:

B. TERM OF CONTRACT:

B.1. Initial Term. This Contract shall be effective for the period beginning April 1, 2013, and ending on June 30, 2017. The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

2. Contract section **C.1.** is deleted in its entirety and replaced with the following:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Six Hundred Sixty Thousand Four Hundred and Ninety Five Dollars (\$660,495.00). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor 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.

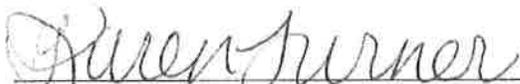
The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State 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. The State 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.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective June 30, 2016. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

COMMUNITY HOUSING PARTNERS CORPORATION:

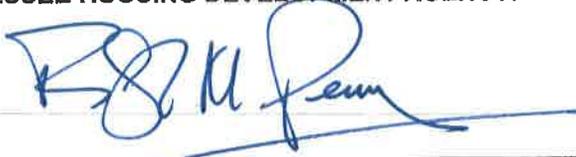


ANDY HALL, CHIEF ADMINISTRATIVE OFFICER
KAREN TURNER, CBDO



DATE

TENNESSEE HOUSING DEVELOPMENT AGENCY:

A handwritten signature in blue ink, appearing to read "R M Perrey", written over a horizontal line.

6/7/16

RALPH M. PERREY, EXECUTIVE DIRECTOR

DATE

ATC#: 36299 (Amendment #5) – Training, Technical Assistance and Inspections for the Weatherization Assistance Program - Edison #: 163727

Contract Start Date: April 9, 2013

System Expiration Date: June 30, 2016 [Proposed: June 30, 2017 via Amendment #5]

Maximum Liability: \$530,495.00 currently [Proposed: \$660,495.00 via Amendment #5]

Estimated Annual Volume: \$350,000 (FY 2017)

Spend to Date: \$304,051.00 TOTAL (All Federal DOE Funding)

\$48,818.00 FY 2014

\$137,889.00 FY 2015

\$117,344.00 FY 2016 (a/o 6/1/16)

Original Number of Renewals: 2 Renewal options added via Amendment #3

Renewals Remaining: 0 [Amendment #5 exercises the last renewal options]

Background: Contractor provides technical assistance and training for the DOE funded Weatherization Assistance Program in Tennessee’s 4 geographical regions [West TN (Region 1), Middle TN (Region 2), South East TN (Region 3), and North East TN (Region 4)]. Contractor is required to have program experience and technical expertise to perform the quality inspections of all completed units, provide feedback on results of inspections, and continue to monitor any findings of deficiencies until all work has been correctly completed. Contractor also provides technical assistance to THDA and/or sub-grantee agencies.

Request: Approval of Amendment #5 which exercises final option to renew for an additional 12 months (July 1, 2016- June 30, 2017), increases maximum liability by \$130,000 for Memphis WAP TA.

Competitively Procured: Yes

of Invitations Sent: 8

of Bids Received: 2

Vendor Name and Location:

Community Housing Partners Corporation dba New River Center For Energy Research and Training
550 Industrial Dr. NE, Christiansburg, VA 24073

Main User Agencies: Tennessee Housing Development Agency

Contract Line Items: 9

Service Description	Amount (per compensable increment)
Technical Assistance Per Hour*	\$124.00 per hour
Region 1 Inspection of Units Per Unit	\$ 899.00 per unit
Region 1 Re-inspection of Failed Units Per Unit	\$449.00 per unit
Region 2 Inspection of Units Per Unit	\$ 749.00 per unit
Region 2 Re-inspection of Failed Units Per Unit	\$449.00 per unit
Region 3 Inspection of Units Per Unit	\$ 749.00 per unit
Region 3 Re-inspection of Failed Units Per Unit	\$449.00 per unit
Region 4 Inspection of Units Per Unit	\$ 499.00 per unit
Region 4 Re-inspection of Failed Units Per Unit	\$299.00 per unit



**GENERAL ASSEMBLY OF THE STATE OF TENNESSEE
FISCAL REVIEW COMMITTEE**

320 Sixth Avenue, North – 8th Floor
NASHVILLE, TENNESSEE 37243-0057
615-741-2564

**Rep. Mark White, Chairman
Representatives**

Brenda Gilmore Johnny Shaw
Susan Lynn David Shepard
Pat Marsh Ron Travis
Bill Sanderson Tim Wirgau
Charles Sargent, *ex officio*
Speaker Beth Harwell, *ex officio*

**Sen. Bill Ketron, Vice-Chairman
Senators**

Sara Kyle Reginald Tate
Doug Overbey Ken Yager
Steve Southerland
Randy McNally, *ex officio*
Lt. Governor Ron Ramsey, *ex officio*

M E M O R A N D U M

TO: Mike Perry, Chief Procurement Officer
 Department of General Services

FROM: Representative Mark White, Chairman
 Senator Bill Ketron, Vice-Chairman

DATE: May 13, 2015

SUBJECT: Contract Comments
 (Fiscal Review Committee Meeting 5/12/2015)

MW
BK

After review, the Fiscal Review Committee vote to recommend approval of the attached Consent Calendar – May Agency Term Contracts.

cc: Shannon Howell, Interim Assistant Chief Procurement Officer

ATC#: 36299 (Amendment #4) – Training, Technical Assistance and Inspections for the Weatherization Assistance Program - Edison #: 36299

Contract Start Date: April 9, 2013

System Expiration Date: June 30, 2015 [Proposed: June 30, 2016 via Amendment #4]

Maximum Liability: \$230,495.00 currently [Proposed: \$530,495.00 via Amendment #4]

Estimated Annual Volume: \$300,000 (FY 2016)

Spend to Date: \$126,257.00 TOTAL (All Federal DOE Funding)

\$48,818.00 FY 2014

\$77,439.00 FY 2015 as of 4/23/15

Original Number of Renewals: 2 Renewal options added via Amendment #3

Renewals Remaining: 2 [Amendment #4 exercises 1 of 2 renewal options]

Background: Contractor provides technical assistance and training for the DOE funded Weatherization Assistance Program in Tennessee’s 4 geographical regions [West TN (Region 1), Middle TN (Region 2), South East TN (Region 3), and North East TN (Region 4)]. Contractor is required to have program experience and technical expertise to perform the quality inspections of all completed units, provide feedback on results of inspections, and continue to monitor any findings of deficiencies until all work has been correctly completed. Contractor also provides technical assistance to THDA and/or sub-grantee agencies.

Request: Approval of Amendment #4 which exercises option to renew for an additional 12 months (July 1, 2015- June 30, 2016), increases maximum liability for the additional 12 months by \$300,000, and maintains the remaining option to renew (July 1, 2016 - June 30, 2017)

Competitively Procured: Yes

of Invitations Sent: 8

of Bids Received: 2

Vendor Name and Location:

Community Housing Partners Corporation dba New River Center For Energy Research and Training
550 Industrial Dr. NE, Christiansburg, VA 24073

Main User Agencies: Tennessee Housing Development Agency

Contract Line Items: 9

Service Description	Amount (per compensable increment)
Technical Assistance Per Hour*	\$124.00 per hour
Region 1 Inspection of Units Per Unit	\$ 899.00 per unit
Region 1 Re-inspection of Failed Units Per Unit	\$449.00 per unit
Region 2 Inspection of Units Per Unit	\$ 749.00 per unit
Region 2 Re-inspection of Failed Units Per Unit	\$449.00 per unit
Region 3 Inspection of Units Per Unit	\$ 749.00 per unit
Region 3 Re-inspection of Failed Units Per Unit	\$449.00 per unit
Region 4 Inspection of Units Per Unit	\$ 499.00 per unit
Region 4 Re-inspection of Failed Units Per Unit	\$299.00 per unit



CONTRACT AMENDMENT COVER SHEET

Agency Tracking # 31620-00169	Edison ID 36299	Contract # 36299	Amendment # 4 (Revised)
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Contractor Legal Entity Name Community Housing Partners Corporation	Edison Vendor ID 163727
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Amendment Purpose & Effect(s)
To exercise renewal option for an additional 12 month, increases maximum liability to cover option, and maintains the remaining renewal option. (NO CHANGE IN SCOPE OF SERVICES)

Amendment Changes Contract End Date: YES NO **End Date:** 6/30/2016

TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A): **\$ 300,000 Increase**

Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2014		48,818.00			48,818.00
2015		181,677.00			181,677.00
2016		300,000.00			300,000.00
2017					
TOTAL:		530,495.00			530,495.00

American Recovery and Reinvestment Act (ARRA) Funding: YES NO

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

Trout R. Pugh

CPO USE

Speed Chart (optional)	Account Code (optional)
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AMENDMENT FOUR OF CONTRACT 36299

This Amendment is made and entered by and between the State of Tennessee, Tennessee Housing Development Agency (THDA), hereinafter referred to as the "State" and Community Housing Partners Corporation, d/b/a CHP Energy Solutions Research & Training, hereinafter referred to as the "Contractor." For good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

1. Contract section B. is deleted in its entirety and replaced with the following:

B. TERM OF CONTRACT:

- B.1. Initial Term. This Contract shall be effective for the period beginning April 1, 2013, and ending on June 30, 2016. The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.
 - B.2. Renewal Option. This Contract may be renewed upon satisfactory competition of the Term. The State reserves the right to execute up to one (1) renewal option under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.
2. Contract section C.1. is deleted in its entirety and replaced with the following:
 - C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Five Hundred Thirty Thousand Four Hundred and Ninety Five Dollars (\$530,495.00). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor 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 the State. 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 the State 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. The State 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.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective June 30, 2015. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.



IN WITNESS WHEREOF,

COMMUNITY HOUSING PARTNERS CORPORATION:



ANDY HALL, CHIEF ADMINISTRATIVE OFFICER

4/28/2015

DATE

TENNESSEE HOUSING DEVELOPMENT AGENCY:



RALPH M. PERREY, EXECUTIVE DIRECTOR

4/29/15

DATE



CONTRACT AMENDMENT COVER SHEET



Agency Tracking # 31620-00169	Edison ID 36299	Contract # 36299	Amendment # 3		
Contractor Legal Entity Name Community Housing Partners Corporation			Edison Vendor ID 163727		
Amendment Purpose & Effect(s) Increase maximum liability due to carry over Federal funding from PY 2013					
Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		End Date: 6/30/2015			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$ 30,495 Increase		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2014		41,844.00			41,844.00
2015		188,651.00			188,651.00
TOTAL:		230,495.00			230,495.00
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			<i>CPO USE</i>		
Speed Chart (optional)		Account Code (optional)			



**AMENDMENT THREE
OF CONTRACT 36299**

This Amendment is made and entered by and between the State of Tennessee, Tennessee Housing Development Agency (THDA), hereinafter referred to as the "State" and Community Housing Partners Corporation, d/b/a CHP Energy Solutions Research & Training, hereinafter referred to as the "Contractor." For good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

1. The following is added as Contract section B.2. Renewal Options:
 - B.2. Renewal Options. This Contract may be renewed upon satisfactory completion of the Term. THDA reserves the right to execute up to two (2) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by THDA, at THDA'S sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.
2. Contract section C.1. is deleted in its entirety and replaced with the following:
 - C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Two Hundred Thirty Thousand Four Hundred and Ninety Five Dollars (\$230,495.00). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor 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 the State. 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 the State 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. The State 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.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective May 1, 2015. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

COMMUNITY HOUSING PARTNERS CORPORATION:

 _____ ANDY HALL, CHIEF ADMINISTRATIVE OFFICER	4/15/2015 _____ DATE
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TENNESSEE HOUSING DEVELOPMENT AGENCY:

Ralph M. Perrey
RALPH M. PERREY, EXECUTIVE DIRECTOR

4/15/15
DATE



CONTRACT AMENDMENT COVER SHEET

Agency Tracking # 31620-00169	Edison ID 36299	Contract # 36299	Amendment # 2		
Contractor Legal Entity Name Community Housing Partners Corporation			Edison Vendor ID 163727		
Amendment Purpose & Effect(s) Extend End Date					
Amendment Changes Contract End Date:		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	End Date: 6/30/2015		
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$ 0		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2013		15,000.00			15,000.00
2014		32,000.00			32,000.00
2015		153,000.00			153,000.00
TOTAL:		200,000.00			200,000.00
American Recovery and Reinvestment Act (ARRA) Funding:				<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations. 11/19/14			CPO USE		
			Speed Chart (optional)		Account Code (optional)



**AMENDMENT TWO
OF CONTRACT 36299**

This Amendment is made and entered by and between the State of Tennessee, Tennessee Housing Development Agency (THDA), hereinafter referred to as the "State" and Community Housing Partners Corporation, d/b/a CHP Energy Solutions Research & Training, hereinafter referred to as the "Contractor." For good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

1. Contract section B. is deleted in its entirety and replaced with the following:

B. CONTRACT PERIOD:

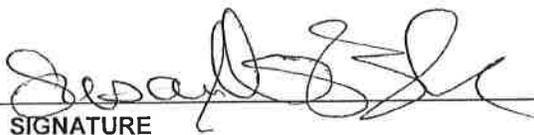
This Contract shall be effective for the period beginning April 1, 2013, and ending on June 30, 2015. The Contractor hereby acknowledges and affirms that the State shall have no obligation for services rendered by the Contractor which were not performed within this specified contract period.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective December 31, 2014. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

COMMUNITY HOUSING PARTNERS CORPORATION:



SIGNATURE

11-18-14

DATE

Susan M. Sisk, Chief Administrative Officer

PRINTED NAME AND TITLE OF SIGNATORY (above)

TENNESSEE HOUSING DEVELOPMENT AGENCY:



RALPH M. PERREY, EXECUTIVE DIRECTOR

11/19/14

DATE



CONTRACT AMENDMENT COVER SHEET

Agency Tracking # 31620-00169	Edison ID 36299	Contract # 36299	Amendment # 1		
Contractor Legal Entity Name Community Housing Partners Corporation			Edison Vendor ID 163727		
Amendment Purpose & Effect(s) Extend End Date and reflect THDA's new address					
Amendment Changes Contract End Date: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		End Date: 12/31/2014			
TOTAL Contract Amount INCREASE or DECREASE <u>per this Amendment</u> (zero if N/A):			\$ 0		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2013		15,000.00			15,000.00
2014		32,000.00			32,000.00
2015		153,000.00			153,000.00
TOTAL:		200,000.00			200,000.00
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			CPO USE		
 06/12/14					
Speed Chart (optional)		Account Code (optional)			



**AMENDMENT ONE
OF CONTRACT 36299**

This Amendment is made and entered by and between the State of Tennessee, Tennessee Housing Development Agency (THDA), hereinafter referred to as the "State" and Community Housing Partners Corporation, d/b/a New River Center for Energy Research and Training, hereinafter referred to as the "Contractor." For good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

1. Contract section **B.** is deleted in its entirety and replaced with the following:

B. CONTRACT PERIOD:

This Contract shall be effective for the period beginning April 1, 2013, and ending on December 31, 2014. The Contractor hereby acknowledges and affirms that the State shall have no obligation for services rendered by the Contractor which were not performed within this specified contract period.

2. Contract section C.5. is deleted in its entirety and replaced with the following:

C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

Tennessee Housing Development Agency
Accounts Payable
Andrew Jackson Building
502 Deaderick Street, 3rd Floor
Nashville, TN 37243

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

- (1) Invoice Number (assigned by the Contractor)
- (2) Invoice Date
- (3) Contract Number (assigned by the State)
- (4) Customer Account Name: Tennessee Housing Development Agency, Accounting
- (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
- (6) Contractor Name
- (7) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this Contract #163727
- (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
- (9) Contractor Remittance Address
- (10) Description of Delivered Service
- (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
- v. Total Amount Due for the invoice period

b. The Contractor understands and agrees that an invoice 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) only be submitted for completed service and shall not include any charge for future work;
- (3) not include sales tax or shipping charges; and
- (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

3. Contract section E.2 is deleted in its entirety and replaced with the following:

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.

The State:

Debra Murray, Director of Operations
Tennessee Housing Development Agency
Andrew Jackson Building
502 Deaderick Street, 3rd Floor
Nashville, TN 37243
615-815-2200
dmurray@thda.org

The Contractor:

Mark Jackson, Vice President -NRCERT
Community Housing Partners Corporation,
d/b/a CHP Energy Solutions Research & Training Center
550 Industrial Drive NE
Christiansburg, VA 24073
mjackson@chpc2.org
504-260-9081
540-260-9084

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

4. The following is added as Contract section E. New Sub-Section E.7.:

E.7. Contractor Name. All references to "Community Housing Partners Corporation, d/b/a New River Center for Energy Research and Training" shall be deleted and replaced with "Community Housing Partners Corporation, d/b/a CHP Energy Solutions Research & Training Center."

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective June 29, 2014. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.



IN WITNESS WHEREOF,

COMMUNITY HOUSING PARTNERS CORPORATION:

Susan M. Sisk 6/4/14
SIGNATURE DATE

Susan M. Sisk, Chief Administrative Officer
PRINTED NAME AND TITLE OF SIGNATORY (above)

TENNESSEE HOUSING DEVELOPMENT AGENCY:

Ralph M. Perrey 6/5/14
RALPH M. PERREY, EXECUTIVE DIRECTOR DATE



CONTRACT

(fee-for-service contract with an individual, business, non-profit, or governmental entity of another state)



Begin Date 04/09/2013	End Date 06/30/2014	Agency Tracking # 31620-00169	Edison Record ID 36299
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Contractor Legal Entity Name Community Housing Partners Corporation	Edison Vendor ID 163727
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Service Caption (one line only)
The provision of technical assistance and training for the Weatherization Assistance Program (WAP)

Subrecipient or Vendor <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Vendor	CFDA #
---	---------------

Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2013		15,000.00			15,000.00
2014		185,000.00			185,000.00
TOTAL:		200,000.00			200,000.00

American Recovery and Reinvestment Act (ARRA) Funding: YES NO

Ownership/Control

African American Asian Hispanic Native American Female
 Person w/Disability Small Business Government NOT Minority/Disadvantaged
 Other:

Selection Method & Process Summary (mark the correct response to confirm the associated summary)

RFP The procurement process was completed in accordance with the approved RFP document and associated regulations.
 Competitive Negotiation The predefined, competitive, impartial, negotiation process was completed in accordance with the associated, approved procedures and evaluation criteria.
 Alternative Competitive Method The predefined, competitive, impartial, procurement process was completed in accordance with the associated, approved procedures and evaluation criteria.
 Non-Competitive Negotiation The non-competitive contractor selection was completed as approved, and the procurement process included a negotiation of best possible terms & price.
 Other The contractor selection was directed by law, court order, settlement agreement, or resulted from the state making the same agreement with all interested parties or all parties in a predetermined "class."

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

JWB
07/22/13

OCR USE - FA

Speed Chart (optional)	Account Code (optional)
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**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
TENNESSEE HOUSING DEVELOPMENT AGENCY
AND
COMMUNITY HOUSING PARTNERS CORPORATION**

This Contract, by and between the State of Tennessee, Tennessee Housing Development Agency (THDA) an instrumentality and political subdivision of the State of Tennessee, hereinafter referred to as the "State" or "THDA" and Community Housing Partners Corporation, d/b/a New River Center for Energy Research and Training, hereinafter referred to as the "Contractor," is for the provision of Technical Assistance and Training for the Weatherization Assistance Program (WAP), as further defined in the "SCOPE OF SERVICES."

The Contractor is a Non-Profit Corporation,
Contractor Place of Incorporation or Organization: State of Virginia
Contractor Edison Registration ID # 163727
Federal ID# 54-1023025
DUNS # 097428841

A. SCOPE OF SERVICES:

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.
- A.2. Purpose: To obtain a vendor who has the program experience and technical expertise necessary, to perform, as our contractor, the required state quality inspections of all completed units, providing feedback on results of said inspections, and continuing to monitor any findings of deficiencies until all work has been correctly completed. In addition, the contractor will provide technical assistance upon request to the THDA and/or sub-grantee agencies, upon request.

Inspection Regions

Region 1 – West Tennessee: The Contractor will provide state inspections for units completed by the following Sub-Grantee agencies (or any subsequent agencies), in the counties as listed:

- Delta Human Resource Agency – Crockett, Dyer, Fayette, Lake, Lauderdale, Obion and Tipton counties
- Shelby County Community Services Agency – Shelby county
- Southwest Human Resource Agency – Benton, Carroll, Chester, Decatur, Gibson, Hardeman, Hardin, Haywood, Henderson, Henry, Madison, McNairy and Weakley counties

Region 2 – Middle Tennessee: The Contractor will provide state inspections for units completed by the following Sub-Grantee agencies (or any subsequent agencies), in the counties as listed:

- Clarksville-Montgomery County Community Action Agency – Montgomery county
- Highland Rim Economic Corporation – Dickson, Houston, Humphreys and Stewart counties
- Metropolitan Development and Housing Agency – Davidson county
- Mid-Cumberland Community Action Agency – Cheatham, Robertson, Rutherford, Sumner, Trousdale, Williamson and Wilson counties
- South Central Human Resource Agency – Bedford, Coffee, Franklin, Giles, Hickman, Lawrence, Lewis, Lincoln, Marshall, Maury, Moore, Perry and Wayne counties

Region 3 – South East Tennessee: The Contractor will provide state inspections for units completed by the following Sub-Grantee agencies (or any subsequent agencies), in the counties as listed:



- Bradley-Cleveland Community Services Agency-Bradley county
- South East Tennessee Human Resource Agency – Bledsoe, Grundy, Hamilton, Marion, McMinn, Meigs, Polk, Rhea and Sequatchie counties
- Upper Cumberland Human Resource Agency – Cannon, Clay, Cumberland, DeKalb, Fentress, Jackson, Macon, Overton, Pickett, Putnam, Smith, Van Buren, Warren and White counties

Region 4 – North East Tennessee: The Contractor will provide state inspections for units completed by the following Sub-Grantee agencies (or any subsequent agencies), in the counties as listed:

- Blount County Community Action Agency, Inc. – Blount county
- East Tennessee Human Resource Agency – Anderson, Campbell, Claiborne, Cocke, Grainger, Hamblen, Jefferson, Monroe, Morgan, Scott, Sevier and Union counties
- Knoxville- Knox County Community Action Agency – Knox, Loudon, and Roane counties
- Upper East Tennessee Human Development Agency – Carter, Greene, Hancock, Hawkins, Johnson, Sullivan, Unicoi and Washington counties.

A.3. Minimum Qualifications:

The Contractor represents and warrants that:

- It has successfully completed the State of Tennessee Weatherization Auditor Certification Training, or was granted grandfather in status as an energy auditor by a local agency administering the DOE Weatherization Assistance Program in Tennessee, **AND**;
- It has successfully completed all required Continuing Education for energy auditors under the Tennessee Weatherization Assistance Program in 2010 and 2011, **AND**;
- It has performed energy audits and post-weatherization inspections for the Tennessee Weatherization Assistance Program for a minimum of 18 months, **OR**;
- It is associated with a current training center that has provided training and technical assistance to a state DOE Weatherization Assistance Program within the last 18 months.
- It has a current BPI (Building Performance Institute) Building Analyst certification.
- It is an EPA Certified Renovator.
- It has proficiency in the use of the Weatherization Assistant audit tool, including the library set up, trouble-shooting, accurate identification of qualifying measures and related incidental repairs, accuracy of estimated costs, and development of detailed work orders.

A.4. Task Requirements

a. **Provide Technical Assistance to the State**

Upon request, the Contractor shall provide technical assistance to The State. Said technical assistance may include, but is not limited to the following:

- o Providing input, drafting technical assistance language, and reviewing drafts for accuracy and clarity, for program and policy memorandums on a technical topics,
- o Updating the Tennessee Weatherization Field Guide,
- o Interpretation of the Weatherization Assistant audit tool,
- o Updating libraries for the Weatherization Assistant audit tool,
- o Providing guidance on specific case situations or technical topics,



- o Interpretation of DOE guidance as related to technical aspects of the program, and;
- o Providing on-site technical support at the request of The State.

b. Inspection/Re-Inspection of Completed Units

- Upon request, perform an on-site inspection of a unit that has been designated as completed and that has passed the local agency's post-weatherization inspection. Said inspection is to include both a review of the pre-energy audit for accuracy and recommended measures in accordance with DOE and Tennessee Weatherization Assistance Program policies and procedures, all necessary diagnostic testing as required by the specific unit, and a review of all installed measures, including a review of any change orders for program compliance, and inspection of change order measures.

Findings are to be shared with both the local agency and the state, and documented, with said documentation to include pictures.

- Prior to performing the on-site inspection, the Contractor is to obtain copies from the client case file regarding the original energy audit, pre-energy diagnostic test results, recommended measures, change orders, and any other documentation as necessary.
- The Contractor must perform the on-site inspection within a maximum of 10 working days from date of request, unless the delay is the fault of the client. If the on-site inspection is delayed due to client related issues, the reason for the delay along with steps taken by the contractor to minimize any delay, must be documented and provided with the final report.
- The Contractor must contact the client in advance to schedule the on-site inspection, at the client's convenience. This contact may be verbal or written, but documentation of advance notice to schedule the on-site inspection must be retained and available upon request.
- The Contractor must provide a written report with inspection results within a maximum of 5 working days from the date the inspection is conducted, utilizing a template provided by the State. Said report must include digital pictures of measures inspected, with annotations for each picture that identifies the specific measure it documented.
- Failure to meet the timeframes as required in the scope of work, or in the submitted proposal, whichever is less, will result in a fiscal penalty of 10% of the inspection fee for that unit per every working day past the due date.
- If an inspection identifies a potentially dangerous situation, the Contractor must make immediate contact with the sub-grantee agency in order to resolve the situation.
- If the unit fails the inspection, the Contractor must provide written documentation regarding the measure(s) that failed, the reason for the failure, and the steps that must be taken to correct the deficiency.
- If the unit fails the initial inspection, the Contractor is to provide technical assistance to the agency staff and/or post-weatherization auditor who performed the inspection. The goal of the technical assistance is to prevent future errors through education.
- If the unit failed the post-weatherization state inspection, the Contractor will conduct an on-site subsequent(s) inspection once the responsible party has corrected any identified deficiencies.



c. General Task Requirements

- The Contractor shall safeguard all client identifying information, and protect the privacy of the client. Information obtained through the performance of the tasks associated with this RFP shall not be shared without the expressed permission of the State. The exception would be: THDA/State or their representatives, the U.S. Department of Energy, or their representatives, the local weatherization agency who was responsible for the unit, the auditor who conducted the pre or post-audit for the sub-grantee agency, or the contractor who was awarded the job.
- The Contractor shall perform duties region-wide.
- The Contractor shall incorporate the guidance from the Tennessee Weatherization Field Guide into the technical guidance and training to be provided.

B. CONTRACT PERIOD:

This Contract shall be effective for the period beginning April 1, 2013, and ending on June 30, 2014. The Contractor hereby acknowledges and affirms that the State shall have no obligation for services rendered by the Contractor which were not performed within this specified contract period.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Two Hundred Thousand Dollars (\$200,000.00). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor 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 the State. 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 the State 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. The State 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 the State 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 the State 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)
Technical Assistance Per Hour*	\$124.00 per hour
Region 1 Inspection of Units Per Unit	\$ 899.00 per unit
Region 1 Re-inspection of Failed Units Per Unit	\$449.00 per unit
Region 2 Inspection of Units Per Unit	\$ 749.00 per unit
Region 2 Re-inspection of Failed Units Per Unit	\$449.00 per unit
Region 3 Inspection of Units Per Unit	\$ 749.00 per unit
Region 3 Re-inspection of Failed Units Per Unit	\$449.00 per unit
Region 4 Inspection of Units Per Unit	\$ 499.00 per unit
Region 4 Re-inspection of Failed Units Per Unit	\$299.00 per unit

*5 hour minimum for Technical Assistance in the Field

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 the State only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

Tennessee Housing Development Agency
Accounts Payable
404 James Robertson Pkwy, Suite 1200
Nashville, TN 37219

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

- (1) Invoice Number (assigned by the Contractor)
- (2) Invoice Date
- (3) Contract Number (assigned by the State)
- (4) Customer Account Name: Tennessee Housing Development Agency, Accounting
- (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
- (6) Contractor Name
- (7) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this Contract #163727
- (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
- (9) Contractor Remittance Address
- (10) Description of Delivered Service
- (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
 - v. Total Amount Due for the invoice period

b. The Contractor understands and agrees that an invoice 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) only be submitted for completed service and shall not include any charge for future work;
 - (3) not include sales tax or shipping charges; and
 - (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.
- 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 the State, 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. The State 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 the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.
- a. The Contractor shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once said form is received by the State, all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH).
 - b. The Contractor shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number detailed by said form must agree with the Contractor's Federal Employer Identification Number or Tennessee Edison Registration ID referenced in this Contract.
- D. STANDARD TERMS AND CONDITIONS:**
- D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State 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, the State 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 the State 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 the State. If such subcontracts are approved by the State, each 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 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 relative to 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 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 months has been, an employee of the State of Tennessee.

- 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 handicap or 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 *Tennessee Code Annotated*, Section 12-4-124, *et seq.*, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to the state 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 the State a completed and signed copy of the document at Attachment A, 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 the State.
 - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of *Tennessee Code Annotated*, Section 12-4-124, *et seq.* 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 the State 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 the State, 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 the State 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 the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.12. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State 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 the State, 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. The State 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 the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State 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.

The State:

Debra Murray, Director of Operations
Tennessee Housing Development Agency
404 James Robertson Pkwy, Suite 1200
Nashville, TN 37243-0900
615-815-2200
dmurray@thda.org

The Contractor:

Mark Jackson, Vice President -NRCERT
Community Housing Partners Corporation,
d/b/a New River Center for Energy Research and Training
550 Industrial Drive NE
Christiansburg, VA 24073
mjackson@chpc2.org



504-260-9081
540-260-9084

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, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. 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 the State 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 the State 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 period of this Contract.
- E.5. Federal Funding Accountability and Transparency Act (FFATA). This Contract requires the Contractor to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Contractor provides information to the State as required. The Contractor shall comply with the following:
- a. Reporting of Total Compensation of the Contractor's Executives.
- (1) The Contractor shall report the names and total compensation of each of its five most highly compensated executives for the Contractor's preceding completed fiscal year, if in the Contractor's preceding fiscal year it received:
- i. 80 percent or more of the Contractor's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.) Executive means officers, managing partners, or any other employees in management positions.
- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
- i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the



fiscal year in accordance with the Statement of Financial Accounting Standards No. 123

(Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

b. The Contractor must report executive total compensation described above to the State by the end of the month during which this Contract is awarded.

c. If this Contract is amended to extend its term, the Contractor must submit an executive total compensation report to the State by the end of the month in which the amendment to this Contract becomes effective.

d. The Contractor will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/> The Contractor's failure to comply with the above requirements is a material breach of this Contract for which the State may terminate this Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Contractor unless and until the Contractor is in full compliance with the above requirements.

E.6. Department of Revenue Registration Requirement The Contractor shall be registered with the Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this Contract.

IN WITNESS WHEREOF,

COMMUNITY HOUSING PARTNERS CORPORATION,
D/B/A NEW RIVER CENTER FOR ENERGY RESEARCH AND TRAINING:

Jaraka Casper 8/11/13

 CONTRACTOR SIGNATURE DATE
JARAKA CASPER PRESIDENT & CEO

 PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

TENNESSEE HOUSING DEVELOPMENT AGENCY:

Ralph M. Perrey JR 8/6/13

 RALPH M. PERREY, EXECUTIVE DIRECTOR DATE



ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	36299
CONTRACTOR LEGAL ENTITY NAME:	Community Housing Partners Corporation d/b/a New River Center for Energy Research and Training
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	54-1023025

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.

Janaka Casper

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.

JANAKA CASPER PRESIDENT & CEO

PRINTED NAME AND TITLE OF SIGNATORY

8/1/13

DATE OF ATTESTATION



**STATE OF TENNESSEE
TENNESSEE HOUSING DEVELOPMENT AGENCY**

**REQUEST FOR PROPOSALS
FOR
TRAINING, TECHNICAL ASSISTANCE AND INSPECTIONS FOR
THE WEATHERIZATION ASSISTANCE PROGRAM**

RFP # 31620-00169

RFP CONTENTS

SECTIONS:

- 1. INTRODUCTION**
- 2. RFP SCHEDULE OF EVENTS**
- 3. PROPOSAL REQUIREMENTS**
- 4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS**
- 5. PROPOSAL EVALUATION & CONTRACT AWARD**

ATTACHMENTS:

- 6.1. Proposal Statement of Certifications & Assurances**
- 6.2. Technical Proposal & Evaluation Guide**
- 6.3. Cost Proposal & Scoring Guide**
- 6.4. Reference Questionnaire**
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- 6.6. *Pro Forma* Contract**

1. INTRODUCTION

The State of Tennessee, Tennessee Housing Development Agency, hereinafter referred to as “the State,” has issued this Request for Proposals (RFP) to define minimum service requirements; solicit proposals; detail proposal requirements; and, outline the State’s process for evaluating proposals and selecting a contractor to provide the needed service.

Through this RFP, the State seeks to buy the best services at the most favorable, competitive prices and to give ALL qualified businesses, including those that are owned by minorities, women, persons with a handicap or disability, and small business enterprises, opportunity to do business with the state as contractors and sub-contractors.

1.1. Statement of Procurement Purpose

The Weatherization Assistance Program was established under Title IV of the Energy Conservation and Production Act and amended by the National Energy Conservation Policy Act, the Energy Security Act, the Human Services Reauthorization Act of 1984, and the State Energy Efficiency Programs Improvement Act of 1990. The program is administered and funded at the federal level by the U.S. Department of Energy (DOE). Administration of Tennessee's Weatherization Assistance Program has been transferred to Tennessee Housing Development Agency. THDA now serves as the Grantee Agency for the current program year and has sub-contracted with a network of local community agencies to provide services in Tennessee's 95 counties, based on availability of funding.

The Weatherization Assistance Program is designed to assist low-income households in reducing their fuel costs while contributing to national energy conservation through increased energy efficiency and consumer education. Households that include young children, elderly or disabled members are given priority for service. Weatherization measures provided will reduce heat loss and energy costs by improving the thermal efficiency of dwelling units occupied by low-income households. Examples of common weatherization measures that may be provided are weather stripping, caulking, and adding of insulation to attics, walls and floors.

Federal regulations require that the State inspect a minimum of five percent (5%) of each agencies reported completed units. The State has the option to inspect a higher percentage, and anticipates doing so, especially for the poorer performing agencies. The previous state agency that administered this program performed the required State Inspections utilizing a mix of specially trained state staff and contracted energy auditors. The Tennessee Housing Development Agency does not currently have staff with the necessary expertise to conduct these inspections, and the reduction in funding and reduced number of units to be weatherized does not make it financially feasible to hire an employee to provide these services.

Purpose: To obtain a vendor (or vendors) who has the program experience and technical expertise necessary, to perform, as our contractor, the required state quality inspections of all completed units, providing feedback on results of said inspections, and continuing to monitor any findings of deficiencies until all work has been correctly completed. In addition, the contractor will provide technical assistance upon request to the THDA and/or sub-grantee agencies, upon request.

Inspection Regions (Please clearly notate the applicable Region on each proposal. If the vendor wishes to submit a bid to provide services in multiple regions, a different proposal will be required for each region).

Region 1 – West Tennessee: The successful proposer will provide state inspections for units completed by the following Sub-Grantee agencies (or any subsequent agencies), in the counties as listed:

- Delta Human Resource Agency – Crockett, Dyer, Fayette, Lake, Lauderdale, Obion and Tipton counties
- Shelby County Community Services Agency – Shelby county
- Southwest Human Resource Agency – Benton, Carroll, Chester, Decatur, Gibson, Hardeman, Hardin, Haywood, Henderson, Henry, Madison, McNairy and Weakley counties

Region 2 – Middle Tennessee: The successful proposer will provide state inspections for units completed by the following Sub-Grantee agencies (or any subsequent agencies), in the counties as listed:

- Clarksville-Montgomery County Community Action Agency – Montgomery county
- Highland Rim Economic Corporation – Dickson, Houston, Humphreys and Stewart counties
- Metropolitan Development and Housing Agency – Davidson county
- Mid-Cumberland Community Action Agency – Cheatham, Robertson, Rutherford, Sumner, Trousdale, Williamson and Wilson counties
- South Central Human Resource Agency – Bedford, Coffee, Franklin, Giles, Hickman, Lawrence, Lewis, Lincoln, Marshall, Maury, Moore, Perry and Wayne counties

Region 3 – South East Tennessee: The successful proposer will provide state inspections for units completed by the following Sub-Grantee agencies (or any subsequent agencies), in the counties as listed:

- Bradley-Cleveland Community Services Agency-Bradley county
- South East Tennessee Human Resource Agency – Bledsoe, Grundy, Hamilton, Marion, McMinn, Meigs, Polk, Rhea and Sequatchie counties
- Upper Cumberland Human Resource Agency – Cannon, Clay, Cumberland, DeKalb, Fentress, Jackson, Macon, Overton, Pickett, Putnam, Smith, Van Buren, Warren and White counties

Region 4 – North East Tennessee: The successful proposer will provide state inspections for units completed by the following Sub-Grantee agencies (or any subsequent agencies), in the counties as listed:

- Blount County Community Action Agency, Inc. – Blount county
- East Tennessee Human Resource Agency – Anderson, Campbell, Claiborne, Cocke, Grainger, Hamblen, Jefferson, Monroe, Morgan, Scott, Sevier and Union counties
- Knoxville- Knox County Community Action Agency – Knox, Loudon, and Roane counties
- Upper East Tennessee Human Development Agency – Carter, Greene, Hancock, Hawkins, Johnson, Sullivan, Unicoi and Washington counties.

Disqualifications: If the potential proposer, any of his/her employees, and/or potential sub-contractors have been employed by, or provided energy audits or performed weatherization work –either as a primary or secondary contractor - for any of the sub-grantee agencies within the specific region(s) on or after July 1, 2012, they are disqualified from bidding for that region(s) and in the event of being awarded the contract, could not contract to perform audits or weatherization installation, nor be on the agency’s approved list of vendors. This would not disqualify the entity from bidding on other regions within the state.

If the bidder is unable to successfully demonstrate in their proposal his/her proficiency in the utilization of the Weatherization Assistant Energy Audit Tool the proposal will be disqualified. (See Attachment 6.2. Section A. Item ref. A.6

1.2. **Scope of Service, Contract Period, & Required Terms and Conditions**

The RFP Attachment 6.6., *Pro Forma* Contract details the State’s required:

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

The *pro forma* contract substantially represents the contract document that the successful Proposer must sign.

1.3. **Nondiscrimination**

No person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of a Contract pursuant to this RFP or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Contractor pursuant to this RFP shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

1.4. **RFP Communications**

- 1.4.1. The State has assigned the following RFP identification number that must be referenced in all communications regarding this RFP:

RFP # 31620-00169

- 1.4.2. **Unauthorized contact about this RFP with employees or officials of the State of Tennessee except as detailed below may result in disqualification from consideration under this procurement process.**

- 1.4.2.1. Potential proposers must direct communications relating to this RFP to the following person designated as the RFP Coordinator:

Debra Murray
Tennessee Housing Development Agency
404 James Robertson Pkwy, Suite 1200
Nashville, TN 37243-0900
615-815-2200
dmurray@thda.org

- 1.4.2.2. Notwithstanding the foregoing, potential proposers may contact:

- a. staff of the Governor's Office of Diversity Business Enterprise for assistance available to minority-owned, women-owned, and small businesses as well as general, public information relating to this RFP; and
- b. the following individual designated by the State to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and associated federal regulations:

Bruce Balcom
Tennessee Housing Development Agency
404 James Robertson Pkwy, Suite 1200
Nashville, TN 37243-0900
615-815-2200
bbalcom@thda.org

- 1.4.3. Only the State's official, written responses and communications will be binding with regard to this RFP. The State will consider oral communications of any type to be unofficial and non-binding.
- 1.4.4. Potential proposers must ensure that the State receives all written comments, including questions and requests for clarification, no later than the Written Comments Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.4.5. Proposers must assume the risk of the method of dispatching any communication or proposal to the State. The State assumes no responsibility for delays or delivery failures resulting from the method of dispatch. Actual or digital "postmarking" of a communication or proposal to the State by a specified deadline date will not substitute for the State's actual receipt of a communication or proposal.
- 1.4.6. The State will convey all official responses and communications related to this RFP to the potential proposers from whom the State has received a Notice of Intent to Propose (refer to RFP Section 1.7).
- 1.4.7. The State reserves the right to determine, at its sole discretion, the method of conveying official, written responses and communications related to this RFP. Such written communications may be transmitted by mail, hand-delivery, facsimile, electronic mail, Internet posting, or any other means deemed reasonable by the State.

1.4.8. The State reserves the right to determine, at its sole discretion, the appropriate and adequate responses to written comments, questions, and requests related to this RFP. The State's official, written responses will constitute an amendment of this RFP.

1.4.9. Any data or factual information provided by the State (in this RFP, an RFP amendment or any other communication relating to this RFP) is for informational purposes only. The State will make reasonable efforts to ensure the accuracy of such data or information, however it is within the discretion of Proposers to independently verify any information before relying thereon.

1.5. **Assistance to Proposers With a Handicap or Disability**

Potential proposers with a handicap or disability may receive accommodation relating to the communication of this RFP and participating in the RFP process. Potential proposers may contact the RFP Coordinator to request such reasonable accommodation no later than the Disability Accommodation Request Deadline detailed in the RFP Section 2, Schedule of Events.

1.6. **Proposer Required Review & Waiver of Objections**

1.6.1. Each potential proposer must carefully review this RFP, including but not limited to, attachments, the RFP Attachment 6.6., *Pro Forma* Contract, and any amendments, for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively called "questions and comments").

1.6.2. Any potential proposer having questions and comments concerning this RFP must provide such in writing to the State no later than the Written Comments Deadline detailed in the RFP Section 2, Schedule of Events.

1.6.3. Protests based on any objection shall be considered waived and invalid if the objection has not been brought to the attention of the State, in writing, by the Written Comments Deadline.

1.7. **Notice of Intent to Propose**

Before the Notice of Intent to Propose Deadline detailed in the RFP Section 2, Schedule of Events, potential proposers should submit to the RFP Coordinator a Notice of Intent to Propose (in the form of a simple e-mail or other written communication). Such notice should include the following information:

- the business or individual's name (as appropriate)
- a contact person's name and title
- the contact person's mailing address, telephone number, facsimile number, and e-mail address

A Notice of Intent to Propose creates no obligation and is not a prerequisite for making a proposal, however, it is necessary to ensure receipt of any RFP amendments or other notices and communications relating to this RFP.

1.8. **Proposal Deadline**

A Proposer must ensure that the State receives a proposal no later than the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events. A proposal must respond, as required, to this RFP (including its attachments) as may be amended. The State will not accept late proposals, and a Proposer's failure to submit a proposal before the deadline will result in disqualification of the proposal.

2. RFP SCHEDULE OF EVENTS

2.1. The following RFP Schedule of Events represents the State's best estimate for this RFP.

EVENT	TIME (central time zone)	DATE (all dates are state business days)
1. RFP Issued		February 15, 2013
2. Disability Accommodation Request Deadline	2:00 p.m.	February 21, 2013
3. Notice of Intent to Propose Deadline	2:00 p.m.	February 25, 2013
4. Written "Questions & Comments" Deadline	2:00 p.m.	February 28, 2013
5. State Response to Written "Questions & Comments"		March 5, 2013
6. Proposal Deadline	2:00 p.m.	March 12, 2013
7. State Completion of Technical Proposal Evaluations		March 20, 2013
8. State Opening & Scoring of Cost Proposals	2:00 p.m.	March 21, 2013
9. State Evaluation Notice Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	March 25, 2013
10. Contract Signing		March 28, 2013
11. Contractor Contract Signature Deadline	2:00 p.m.	April 1, 2013

2.2. **The State reserves the right, at its sole discretion, to adjust the RFP Schedule of Events as it deems necessary.** Any adjustment of the Schedule of Events shall constitute an RFP amendment, and the State will communicate such to potential proposers from whom the State has received a Notice of Intent to Propose (refer to section 1.7).

3. PROPOSAL REQUIREMENTS

3.1. Proposal Form

A response to this RFP must consist of two parts, a Technical Proposal and a Cost Proposal.

- 3.1.1. **Technical Proposal.** The RFP Attachment 6.2., Technical Proposal & Evaluation Guide details specific requirements for making a Technical Proposal in response to this RFP. The guide includes mandatory requirement items, general qualifications and experience items, and technical qualifications, experience, and approach items all of which must be addressed with a written response and, in some instances, additional documentation.

NOTICE: A technical proposal must not include any pricing or cost information. If any pricing or cost information amounts of any type (even pricing relating to other projects) is included in any part of the technical proposal, the state will deem the proposal to be non-responsive and reject it.

- 3.1.1.1. A Proposer must use the RFP Attachment 6.2., Technical Proposal & Evaluation Guide to organize, reference, and draft the Technical Proposal by duplicating the attachment, adding appropriate proposal page numbers as required, and using the guide as a table of contents covering the Technical Proposal.
- 3.1.1.2. A proposal should be economically prepared, with emphasis on completeness and clarity. A proposal, as well as any reference material presented, must be written in English and must be written on standard 8 ½" x 11" pages (although oversized exhibits are permissible). All proposal pages must be numbered.
- 3.1.1.3. All information and documentation included in a Technical Proposal should respond to or address a specific requirement detailed in the RFP Attachment 6.2., Technical Proposal & Evaluation Guide. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will not contribute to evaluations.
- 3.1.1.4. The State may determine a proposal to be non-responsive and reject it if:
- a. the Proposer fails to organize and properly reference the Technical Proposal as required by this RFP and the RFP Attachment 6.2., Technical Proposal & Evaluation Guide; or
 - b. the Technical Proposal document does not appropriately respond to, address, or meet all of the requirements and proposal items detailed in the RFP Attachment 6.2., Technical Proposal & Evaluation Guide.

- 3.1.2. **Cost Proposal.** A Cost Proposal must be recorded on an exact duplicate of the RFP Attachment 6.3., Cost Proposal & Scoring Guide.

NOTICE: If a proposer fails to submit a cost proposal exactly as required, the state will deem the proposal to be non-responsive and reject it.

- 3.1.2.1. A Proposer must only record the proposed cost exactly as required by the RFP Attachment 6.3., Cost Proposal & Scoring Guide and must NOT record any other rates, amounts, or information.
- 3.1.2.2. The proposed cost shall incorporate ALL costs for services under the contract for the total contract period.

3.1.2.3. A Proposer must sign and date the Cost Proposal.

3.1.2.4. A Proposer must submit the Cost Proposal to the State in a sealed package separate from the Technical proposal (as detailed in RFP Sections 3.2.3., *et seq.*).

3.2. Proposal Delivery

A Proposer must deliver a proposal in response to this RFP as detailed below. The State will not accept a proposal delivered by any other method.

3.2.1. A Proposer must ensure that both the original Technical Proposal and Cost Proposal documents meet all form and content requirements detailed within this RFP for such proposals including but not limited to required signatures.

3.2.2. A Proposer must submit original Technical Proposal and Cost Proposal documents and copies as specified below.

3.2.2.1. One (1) original Technical Proposal paper document labeled:

“RFP # 31620-00169 REGION # (1,2,3, or 4) TECHNICAL PROPOSAL ORIGINAL”

and Three (3) copies of the Technical Proposal each in the form of one (1) digital document in “PDF” format properly recorded on its own otherwise blank, standard CD-R recordable disc labeled:

“RFP # 31620-00169 REGION # (1,2,3, or 4) TECHNICAL PROPOSAL COPY”

The digital copies should not include copies of sealed customer references, however any other discrepancy between the paper Technical Proposal document and any digital copies may result in the State rejecting the proposal as non-responsive.

3.2.2.2. One (1) original Cost Proposal paper document labeled:

“RFP # 31620-00169 REGION [# 1,2,3, or 4] COST PROPOSAL ORIGINAL”

and one (1) copy in the form of a digital document in “PDF/XLS” format properly recorded on separate, blank, standard CD-R recordable disc labeled:

“RFP # 31620-00169 REGION # [1,2,3, or 4] COST PROPOSAL COPY”

In the event of a discrepancy between the original Cost Proposal document and the digital copy, the original, signed document will take precedence.

3.2.3. A Proposer must separate, seal, package, and label the documents and discs for delivery as follows.

3.2.3.1. The Technical Proposal original document and copy discs must be placed in a sealed package that is clearly labeled:

“DO NOT OPEN... RFP # 31620-00169 REGION # [1,2,3, or 4] TECHNICAL PROPOSAL FROM [PROPOSER LEGAL ENTITY NAME]”

3.2.3.2. The Cost Proposal original document and copy disc must be placed in a separate, sealed package that is clearly labeled:

“DO NOT OPEN... RFP # 31620-00169 REGION # [1,2,3, or 4] COST PROPOSAL FROM [PROPOSER LEGAL ENTITY NAME]”

- 3.2.3.3. The separately, sealed Technical Proposal and Cost Proposal components may be enclosed in a larger package for mailing or delivery, provided that the outermost package is clearly labeled:

“RFP # 31620-00169 REGION # [1,2,3, or 4] SEALED TECHNICAL PROPOSAL & SEALED COST PROPOSAL FROM [PROPOSER LEGAL ENTITY NAME]”

- 3.2.4. A Proposer must ensure that the State receives a proposal in response to this RFP no later than the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events at the following address.

Debra Murray
Tennessee Housing Development Agency
404 James Robertson Pkwy, Suite 1200,
Nashville, TN 37243-0900

3.3. Proposal & Proposer Prohibitions

- 3.3.1. A proposal must not include the Proposer’s own contract terms and conditions. If a proposal contains such terms and conditions, the State, at its sole discretion, may determine the proposal to be a non-responsive counteroffer and reject it.
- 3.3.2. A proposal must not restrict the rights of the State or otherwise qualify either the offer to deliver services as required by this RFP or the Cost Proposal. If a proposal restricts the rights of the State or otherwise qualifies either the offer to deliver services as required by this RFP or the Cost Proposal, the State, at its sole discretion, may determine the proposal to be a non-responsive counteroffer and reject it.
- 3.3.3. A proposal must not propose alternate services (*i.e.*, offer services different from those requested and required by this RFP). The State will consider a proposal of alternate services to be non-responsive and reject it.
- 3.3.4. A Cost Proposal must not result from any collusion between Proposers. The State will reject any Cost Proposal that was not prepared independently without collusion, consultation, communication, or agreement with any other Proposer. Regardless of the time of detection, the State will consider any such actions to be grounds for proposal rejection or contract termination.
- 3.3.5. A Proposer must not provide, for consideration in this RFP process or subsequent contract negotiations, incorrect information that the Proposer knew or should have known was materially incorrect. If the State determines that a Proposer has provided such incorrect information, the State will deem the Proposer’s proposal non-responsive and reject it.
- 3.3.6. A Proposer must not submit more than one Technical Proposal and one Cost Proposal in response to this RFP. If a Proposer submits more than one Technical Proposal or more than one Cost Proposal, the State will deem all of the proposals non-responsive and reject them.
- 3.3.7. A Proposer must not submit a proposal as a prime contractor while also permitting one or more other Proposers to offer the Proposer as a subcontractor in their own proposals. Such may result in the disqualification of all Proposers knowingly involved. This restriction does not, however, prohibit different Proposers from offering the same subcontractor as a part of their proposals (provided that the subcontractor does not also submit a proposal as a prime contractor).
- 3.3.8. A Proposer must not be (and the State will not award a contract to):
- a. an individual who is, or within the past six months has been, an employee of the State of Tennessee or who is a volunteer member of a State board or commission that votes for, lets out, overlooks, or any manner superintends the services being procured in this RFP;

- b. a company, corporation, or any other contracting entity in which an ownership of two percent (2%) or more is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee (this will not apply either to financial interests that have been placed into a "blind trust" arrangement pursuant to which the employee does not have knowledge of the retention or disposition of such interests or to the ownership of publicly traded stocks or bonds where such ownership constitutes less than 2% of the total outstanding amount of the stocks or bonds of the issuing entity);
- c. a company, corporation, or any other contracting entity which employs an individual who is, or within the past six months has been, an employee of the State of Tennessee in a position that would allow the direct or indirect use or disclosure of information, which was obtained through or in connection with his or her employment and not made available to the general public, for the purpose of furthering the private interest or personal profit of any person; or,
- d. any individual, company, or other entity involved in assisting the State in the development, formulation, or drafting of this RFP or its scope of services (such person or entity being deemed by the State as having information that would afford an unfair advantage over other Proposers).

For the purposes of applying the requirements of this RFP subsection 3.3.8., the State will deem an individual to be an employee of the State of Tennessee until such time as all compensation for salary, termination pay, and annual leave has been paid, but the term "employee of the State of Tennessee" shall not include individuals performing volunteer services for the State of Tennessee.

3.4. **Proposal Errors & Revisions**

A Proposer is liable for any and all proposal errors or omissions. A Proposer will not be allowed to alter or revise proposal documents after the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events unless such is formally requested, in writing, by the State.

3.5. **Proposal Withdrawal**

A Proposer may withdraw a submitted proposal at any time before the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events by submitting a written request signed by an authorized Proposer representative. After withdrawing a proposal, a Proposer may submit another proposal at any time before the Proposal Deadline.

3.6. **Proposal of Additional Services**

If a proposal offers services in addition to those required by and described in this RFP, the State, at its sole discretion, may add such services to the contract awarded as a result of this RFP. Notwithstanding the foregoing, a Proposer must not propose any additional cost amount(s) or rate(s) for additional services. Regardless of any additional services offered in a proposal, the Proposer's Cost Proposal must only record the proposed cost as required in this RFP and must not record any other rates, amounts, or information.

NOTICE: If a Proposer fails to submit a Cost Proposal exactly as required, the State will deem the proposal non-responsive and reject it.

3.7. **Proposal Preparation Costs**

The State will not pay any costs associated with the preparation, submittal, or presentation of any proposal.

4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS

4.1. RFP Amendment

The State reserves the right to amend this RFP at any time, provided that it is amended in writing. However, prior to any such amendment, the State will consider whether it would negatively impact the ability of potential proposers to meet the proposal deadline and revise the RFP Schedule of Events if deemed appropriate. If an RFP amendment is issued, the State will convey it to potential proposers who submitted a Notice of Intent to Propose (refer to RFP Section 1.7). A proposal must respond, as required, to the final RFP (including its attachments) as may be amended.

4.2. RFP Cancellation

The State reserves the right, at its sole discretion, to cancel or to cancel and reissue this RFP in accordance with applicable laws and regulations.

4.3. State Right of Rejection

4.3.1. Subject to applicable laws and regulations, the State reserves the right to reject, at its sole discretion, any and all proposals.

4.3.2. The State may deem as non-responsive and reject any proposal that does not comply with all terms, conditions, and performance requirements of this RFP. Notwithstanding the foregoing, the State reserves the right to waive, at its sole discretion, a proposal's minor variances from full compliance with this RFP. If the State waives variances in a proposal, such waiver shall not modify the RFP requirements or excuse the Proposer from full compliance with such, and the State may hold any resulting Contractor to strict compliance with this RFP.

4.4. Assignment & Subcontracting

4.4.1. The Contractor may not subcontract, transfer, or assign any portion of the Contract awarded as a result of this RFP without prior approval of the State. The State reserves the right to refuse approval, at its sole discretion, of any subcontract, transfer, or assignment.

4.4.2. If a Proposer intends to use subcontractors, the proposal in response to this RFP must specifically identify the scope and portions of the work each subcontractor will perform (refer to RFP Attachment 6.2., Section B, General Qualifications & Experience Item B.14.).

4.4.3. Subcontractors identified within a proposal in response to this RFP will be deemed as approved by the State unless the State expressly disapproves one or more of the proposed subcontractors prior to signing the Contract.

4.4.4. The Contractor resulting from this RFP may only substitute another subcontractor for a proposed subcontractor at the discretion of the State and with the State's prior, written approval.

4.4.5. Notwithstanding any State approval relating to subcontracts, the Contractor resulting from this RFP will be the prime contractor and will be responsible for all work under the Contract.

4.5. Right to Refuse Personnel

The State reserves the right to refuse, at its sole discretion and notwithstanding any prior approval, any personnel of the prime contractor or a subcontractor providing service in the performance of a contract resulting from this RFP. The State will document in writing the reason(s) for any rejection of personnel.

4.6. Insurance

At any time, the State may require the Contractor resulting from this RFP to provide a valid, Certificate of Insurance indicating current insurance coverage meeting minimum requirements as may be specified by

this RFP. A failure to provide said documentation will be considered a material breach and grounds for contract termination.

4.7. **Licensure**

- 4.7.1. All persons, agencies, firms, or other entities that provide legal or financial opinions, which a Proposer provides for consideration and evaluation by the State as a part of a proposal in response to this RFP, shall be properly licensed to render such opinions.
- 4.7.2. Before the Contract resulting from this RFP is signed, the apparent successful Proposer (and Proposer employees and subcontractors, as applicable) must hold all necessary, appropriate business and professional licenses to provide service as required. The State may require any Proposer to submit evidence of proper licensure.

4.8. **Disclosure of Proposal Contents**

- 4.8.1. Each proposal and all materials submitted to the State in response to this RFP become the property of the State of Tennessee. Selection or rejection of a proposal does not affect this right. By submitting a proposal, a Proposer acknowledges and accepts that the full proposal contents and associated documents will become open to public inspection in accordance with the laws of the State of Tennessee.
- 4.8.2. The State will hold all proposal information, including both technical and cost information, in confidence during the evaluation process. Notwithstanding the foregoing, a list of actual Proposers submitting timely proposals may be available to the public, upon request, after technical proposals are opened.
- 4.8.3. Upon completion of proposal evaluations, indicated by public release of an Evaluation Notice, the proposals and associated materials will be open for review by the public in accordance with *Tennessee Code Annotated*, Section 10-7-504(a)(7).

4.9. **Contract Approval and Contract Payments**

- 4.9.1. This RFP and its contractor selection processes do not obligate the State and do not create rights, interests, or claims of entitlement in either the Proposer with the apparent best-evaluated proposal or any other Proposer. State obligations pursuant to a contract award shall commence only after the contract is signed by the State agency head and the Contractor and after the Contract is approved by all other state officials as required by applicable laws and regulations.
- 4.9.2. No payment will be obligated or made until the relevant Contract is approved as required by applicable statutes and rules of the State of Tennessee.
 - 4.9.2.1. The State shall not be liable for payment of any type associated with the Contract resulting from this RFP (or any amendment thereof) or responsible for any work done by the Contractor, even work done in good faith and even if the Contractor is orally directed to proceed with the delivery of services, if it occurs before the Contract start date or after the Contract end date.
 - 4.9.2.2. All payments relating to this procurement will be made in accordance with the Payment Terms and Conditions of the Contract resulting from this RFP (refer to RFP Attachment 6.6., *Pro Forma* Contract, Section C).
 - 4.9.2.3. If any provision of the Contract provides direct funding or reimbursement for the competitive purchase of services or items to be delivered to the State as a component of contract performance or otherwise provides for the reimbursement of specified, actual costs, the State will employ all reasonable means and will require all such documentation that it deems necessary to ensure that such purchases were competitive and costs were reasonable, necessary, and actual. The Contractor shall provide reasonable assistance and access related to such review. Further, the State shall not

remit, as funding or reimbursement pursuant to such provisions, any amount(s) which it determines did not result from a reasonably competitive purchase or do not represent reasonable, necessary, and actual costs.

4.10. **Contractor Performance**

The Contractor resulting from this RFP will be responsible for the completion of all service set out in this RFP (including attachments) as may be amended. All service is subject to inspection and evaluation by the State. The State will employ all reasonable means to ensure that service is progressing and being performed in compliance with the Contract, and the Contractor must cooperate with such efforts.

4.11. **Contract Amendment**

During the course of a Contract pursuant to this RFP, the State may request the Contractor to perform additional work within the general scope of the Contract and this RFP, but beyond the specified scope of service, and for which the Contractor may be compensated. In such instances, the State will provide the Contractor a written description of the additional work. The Contractor must respond to the State with a time schedule for accomplishing the additional work and a price for the additional work based on the rates included in the Contractor's proposal to this RFP. If the State and the Contractor reach an agreement regarding the work and associated compensation, such agreement must be effected by means of a Contract Amendment. Further, any such amendment requiring additional work must be signed by both the State agency head and the Contractor and must be approved by other state officials as required by applicable statutes and rules of the State of Tennessee. The Contractor must not commence additional work until the State has issued a written Contract Amendment with all required approvals.

4.12. **Severability**

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, said decision will not affect the validity of the remaining RFP terms and provisions, and the rights and obligations of the State and Proposers will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

5. PROPOSAL EVALUATION & CONTRACT AWARD

5.1. Evaluation Categories & Maximum Points

The State 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 Qualifications & Experience (refer to RFP Attachment 6.2., Section B)	30
Technical Qualifications, Experience & Approach (refer to RFP Attachment 6.2., Section C)	40
Cost Proposal (refer to RFP Attachment 6.3.)	30

5.2. Evaluation Process

The proposal evaluation process is designed to award the contract resulting from this RFP 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 RFP. “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.)

5.2.1. **Technical Proposal Evaluation.** The RFP Coordinator and the Proposal Evaluation Team (consisting of three or more State employees) will use the RFP Attachment 6.2., Technical Proposal & Evaluation Guide to manage the Technical Proposal Evaluation and maintain evaluation records.

- 5.2.1.1. The State reserves the right, at its sole discretion, to request Proposer clarification of a Technical Proposal or to conduct clarification discussions with any or all Proposers. Any such clarification or discussion will be limited to specific sections of the proposal identified by the State. The subject Proposer must put any resulting clarification in writing as may be required and in accordance with any deadline imposed by the State.
- 5.2.1.2. The RFP Coordinator will review each Technical Proposal to determine compliance with RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section A—Mandatory Requirements. If the RFP Coordinator determines that a proposal may have failed to meet one or more of the mandatory requirements, the Proposal Evaluation Team will review the proposal and document the team’s determination of whether:
 - a. the proposal adequately meets requirements for further evaluation;
 - b. the State will request clarifications or corrections for consideration prior to further evaluation; or,
 - c. the State will determine the proposal non-responsive to the RFP and reject it.
- 5.2.1.3. Proposal Evaluation Team members will independently evaluate each Technical Proposal (that appears responsive to the RFP) against the evaluation criteria in this RFP, rather than against other proposals and will score each in accordance with the RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section B and Section C.
- 5.2.1.4. For each proposal evaluated, the RFP Coordinator will calculate the average of the Proposal Evaluation Team member scores for RFP Attachment 6.2., Technical

Proposal & Evaluation Guide, Section B and for Section C, and record each average as the proposal score for the respective Technical Proposal section.

5.2.1.5. Before Cost Proposals are opened, the Proposal Evaluation Team will review the Technical Proposal Evaluation record 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 the determination.

5.2.2. **Cost Proposal Evaluation.** The RFP Coordinator will open for evaluation the Cost Proposal of each apparently responsive and responsible Proposer that the Proposal Evaluation Team has effectively recommended for potential contract award and will calculate and record each Cost Proposal score in accordance with the RFP Attachment 6.3., Cost Proposal & Scoring Guide.

5.2.3. **Total Proposal Score.** The RFP Coordinator will calculate the sum of the Technical Proposal section scores and the Cost Proposal score and record the resulting number as the total score for the subject Proposal (refer to RFP Attachment 6.5., Proposal Score Summary Matrix).

5.3. Contract Award Process

5.3.1 The RFP Coordinator will submit the Proposal Evaluation Team determinations and proposal scores to the head of the contracting agency for consideration along with any other relevant information that might be available and pertinent to contract award.

5.3.2. The contracting agency head will determine the apparent best-evaluated proposals. Contracts will be awarded for each of the 4 Regions identified in 1.1. (To effect a contract award to a Proposer other than the one receiving the highest evaluation process score, the head of the contracting agency must provide written justification and obtain the written approval of the Commissioner of Finance and Administration and the Comptroller of the Treasury.)

5.3.3. The State reserves the right to make an award without further discussion of any proposal.

5.3.4. The State will issue an Evaluation Notice identifying the apparent best-evaluated proposals and make the RFP files available for public inspection at the time and date specified in the RFP Section 2, Schedule of Events.

NOTICE: The Evaluation Notice shall not create rights, interests, or claims of entitlement in either the Proposer(s) with apparent best-evaluated proposal(s) or any other Proposer.

5.3.5. The Proposer(s) identified as offering the apparent best-evaluated proposal(s) must sign a contract drawn by the State pursuant to this RFP. The contract shall be substantially the same as the RFP Attachment 6.6., *Pro Forma* Contract. The Proposer(s) must sign said contract no later than the Contract Signature by Contractor Deadline detailed in the RFP Section 2, Schedule of Events. If the Proposer(s) fails to provide the signed contract by the deadline, the State may determine that the Proposer(s) is non-responsive to this RFP and reject the proposal.

5.3.6. Notwithstanding the foregoing, the State may, at its sole discretion, entertain limited negotiation prior to contract signing and, as a result, revise the *pro forma* contract terms and conditions or performance requirements in the State's best interests, PROVIDED THAT such revision of terms and conditions or performance requirements shall NOT materially affect the basis of proposal evaluations or negatively impact the competitive nature of the RFP and contractor selection process.

5.3.7. If the State determines that a proposal is non-responsive and rejects it after opening Cost Proposals, the RFP Coordinator will re-calculate scores for each remaining responsive Cost Proposal to determine (or re-determine) the apparent best-evaluated proposal.

RFP # 31620-00169 PROPOSAL STATEMENT OF CERTIFICATIONS AND ASSURANCES

The Proposer must sign and complete the Proposal Statement of Certifications and Assurances below as required, and it must be included in the Technical Proposal (as required by RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section A, Item A.1.).

The Proposer does, hereby, expressly affirm, declare, confirm, certify, and assure ALL of the following:

1. The Proposer will comply with all of the provisions and requirements of the RFP.
2. The Proposer will provide all services as defined in the Scope of Services of the RFP Attachment 6.6., *Pro Forma Contract* for the total contract period.
3. The Proposer accepts and agrees to all terms and conditions set out in the RFP Attachment 6.6., *Pro Forma Contract*.
4. The Proposer acknowledges and agrees that a contract resulting from the RFP shall incorporate, by reference, all proposal responses as a part of the contract.
5. The Proposer will comply with:
 - (a) the laws of the State of Tennessee;
 - (b) Title VI of the federal Civil Rights Act of 1964;
 - (c) Title IX of the federal Education Amendments Act of 1972;
 - (d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and,
 - (e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.
6. To the knowledge of the undersigned, the information detailed within the proposal submitted in response to the RFP is accurate.
7. The proposal submitted in response to the RFP was independently prepared, without collusion, under penalty of perjury.
8. No amount 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 Proposer in connection with the RFP or any resulting contract.
9. Both the Technical Proposal and the Cost Proposal submitted in response to the RFP shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP.

By signing this Proposal Statement of Certifications and Assurances, below, the signatory also certifies legal authority to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If the signatory is not the Proposer (if an individual) or the Proposer’s company *President* or *Chief Executive Officer*, this document must attach evidence showing the individual’s authority to bind the proposing entity.

DO NOT SIGN THIS DOCUMENT IF YOU ARE NOT LEGALLY AUTHORIZED TO BIND THE PROPOSING ENTITY

SIGNATURE:

PRINTED NAME & TITLE:

DATE:

PROPOSER LEGAL ENTITY NAME:

PROPOSER FEDERAL EMPLOYER IDENTIFICATION NUMBER (or SSN):

TECHNICAL PROPOSAL & EVALUATION GUIDE

SECTION A: MANDATORY REQUIREMENTS. The Proposer must address all items detailed 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. The RFP Coordinator will review the proposal to determine if the Mandatory Requirement Items are addressed as required and mark each with pass or fail. For each item that is not addressed as required, the Proposal Evaluation Team must review the proposal and attach a written determination. In addition to the Mandatory Requirement Items, the RFP Coordinator will review each proposal for compliance with all RFP requirements.

PROPOSER LEGAL ENTITY NAME:			
Proposal Page # (Proposer completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		The Proposal must be delivered to the State no later than the Proposal Deadline specified in the RFP Section 2, Schedule of Events.	
		The Technical Proposal and the Cost Proposal documentation must be packaged separately as required (refer to RFP Section 3.2., <i>et. seq.</i>).	
		The Technical Proposal must NOT contain cost or pricing information of any type.	
		The Technical Proposal must NOT contain any restrictions of the rights of the State or other qualification of the proposal.	
		A Proposer must NOT submit alternate proposals.	
		A Proposer must NOT submit multiple proposals in different forms (as a prime and a sub-contractor).	
	A.1.	Provide the Proposal Statement of Certifications and Assurances (RFP Attachment 6.1.) completed and signed by an individual empowered to bind the Proposer to the provisions of this RFP and any resulting contract. The document must be signed without exception or qualification.	
	A.2.	Provide a statement, based upon reasonable inquiry, of whether the Proposer or any individual who shall perform work under the contract has a possible conflict of interest (<i>e.g.</i> , employment by the State of Tennessee) and, if so, the nature of that conflict. NOTE: Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award.	
	A.3.	Provide a current bank reference indicating that the Proposer's business relationship with the financial institution is in positive standing. Such reference must be written in the form of a standard business letter, signed, and dated within the past three (3) months.	
	A.4.	Provide documentation of Proposer's current Building Performance Institute (BPI) Building Analysts certification	
	A.5.	Provide documentation that Proposer is an EPA Certified Renovator	
	A.6.	Demonstrate proficiency in the use of the Weatherization Assistant audit tool, including the library set up, trouble-shooting, accurate identification of qualifying measures and related incidental repairs, accuracy of estimated costs, and development of detailed work orders by providing three (3) energy audits that Proposer has completed within the last 12 months, utilizing the audit tool, and include for each: the electronic WDZ file, written NEAT/MHEA Data Collection Form (including all notes, pictures and combustion analysis print outs), the Recommended Measures, and the Work Order forms	
	A.7.a.	Provide documentation demonstrating successful completion of the State of	

PROPOSER LEGAL ENTITY NAME:

Proposal Page # (Proposer completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
	<p>A.7.b.</p> <p>A.7.c.</p> <p>A.7.d</p>	<p>Tennessee Weatherization Auditor Certification Training, or was granted “grandfathered in” status as an energy auditor by a local agency administering the DOE WAP in Tennessee, <u>AND;</u></p> <p>Provide documentation of successful completion of all Continuing Education requirements for energy auditors under the Tennessee WAP in 2010 and 2011, <u>AND;</u></p> <p>Provide a statement from a local agency (or agencies) demonstrating that Proposer has performed energy audits and post-weatherization inspections for the Tennessee WAP for a minimum of 18 months (statement should include the date Proposer began and ended work for the agency, <u>OR</u></p> <p><u>Provide documentation of Proposer’s experience related to energy audits in association with a current training center that has provided training and technical assistance to a state DOE Weatherization Assistance Program within the last 18 months. [A.7.d. can substitute for ALL of the requirements in A.7.a., A.7.b., and A.7.c.]</u></p>	

State Use – RFP Coordinator Signature, Printed Name & Date:

TECHNICAL PROPOSAL & EVALUATION GUIDE

SECTION B: GENERAL QUALIFICATIONS & EXPERIENCE. The Proposer must address all items detailed 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. Proposal Evaluation Team members will independently evaluate and assign one score for all responses to Section B— General Qualifications & Experience Items.

PROPOSER LEGAL ENTITY NAME:		
Proposal Page # (Proposer completes)	Item Ref.	Section B— General Qualifications & Experience Items
	B.1.	Detail the name, e-mail address, mailing address, telephone number, and facsimile number of the person the State should contact regarding the proposal.
	B.2.	Describe the Proposer’s form of business (<i>i.e.</i> , individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and business location (physical location or domicile).
	B.3.	Detail the number of years the Proposer has been in business.
	B.4.	Briefly describe how long the Proposer has been performing the services required by this RFP.
	B.5.	Describe the Proposer’s number of employees, client base, and location of offices.
	B.6.	Provide a statement of whether there have been any mergers, acquisitions, or sales of the Proposer within the last ten years. If so, include an explanation providing relevant details.
	B.7.	Provide a statement of whether the Proposer or, to the Proposer’s knowledge, any of the Proposer’s employees, agents, independent contractors, or subcontractors, proposed to provide work on a contract pursuant to this RFP, have been convicted of, pled guilty to, or pled <i>nolo contendere</i> to any felony. If so, include an explanation providing relevant details.
	B.8.	Provide a statement of whether, in the last ten years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. If so, include an explanation providing relevant details.
	B.9.	Provide a statement of whether there is any material, pending litigation against the Proposer that the Proposer should reasonably believe could adversely affect its ability to meet contract requirements pursuant to this RFP or is likely to have a material adverse effect on the Proposer’s financial condition. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it would impair the Proposer’s performance in a contract pursuant to this RFP. NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Proposer must be properly licensed to render such opinions. The State may require the Proposer to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders such opinions.
	B.10.	Provide a statement of whether there are any pending or in progress Securities Exchange Commission investigations involving the Proposer. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it will impair the Proposer’s performance in a contract pursuant to this RFP. NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Proposer must be properly licensed to render such opinions. The State may require the Proposer to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders such opinions.

RFP ATTACHMENT 6.2. — SECTION B (continued)

PROPOSER LEGAL ENTITY NAME:		
Proposal Page # (Proposer completes)	Item Ref.	Section B— General Qualifications & Experience Items
	B.11.	Provide a brief, descriptive statement detailing evidence of the Proposer's ability to deliver the services sought under this RFP (e.g., prior experience, training, certifications, resources, program and quality management systems, etc.).
	B.12.	Provide a narrative description of the proposed project team, its members, and organizational structure along with an organizational chart identifying the key people who will be assigned to accomplish the work required by this RFP, illustrating the lines of authority, and designating the individual responsible for the completion of each service component and deliverable of the RFP.
	B.13.	Provide a personnel roster listing the names of key people who the Proposer will assign to perform duties or services required by this RFP along with the estimated number of hours that each individual will devote to that performance. Follow the personnel roster with a resume for each of the people listed. The resumes must detail the individual's title, education, current position with the Proposer, and employment history.
	B.14.	Provide a statement of whether the Proposer intends to use subcontractors to accomplish the work required by this RFP, and if so, detail: <ul style="list-style-type: none"> (a) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each; (b) a description of the scope and portions of the work each subcontractor will perform; <u>and</u> (c) a statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the Proposer's response to this RFP.
	B.15.	Provide documentation of the Proposer's commitment to diversity as represented by its business strategy, business relationships, and workforce— this documentation should detail <u>all</u> of the following: <ul style="list-style-type: none"> (a) a description of the Proposer's existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, persons with a handicap or disability and small business enterprises; (b) a listing of the Proposer's current contracts with business enterprises owned by minorities, women, persons with a handicap or disability and small business enterprises, including the following information: <ul style="list-style-type: none"> (i) contract description and total value (ii) contractor name and ownership characteristics (i.e., ethnicity, sex, disability) (iii) contractor contact and telephone number; (c) an estimate of the level of participation by business enterprises owned by minorities, women, persons with a handicap or disability and small business enterprises in a contract awarded to the Proposer pursuant to this RFP, including the following information: <ul style="list-style-type: none"> (i) participation estimate (expressed as a percent of the total contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics — PERCENTAGES ONLY — DO NOT INCLUDE DOLLAR AMOUNTS) (ii) descriptions of anticipated contracts (iii) names and ownership characteristics (i.e., ethnicity, sex, disability) of anticipated subcontractors and supply contractors anticipated; and (d) the percent of the Proposer's total current employees by ethnicity, sex, and handicap or disability. <p>NOTE: Proposers that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and sub-contractors. Proposal evaluations will recognize the positive qualifications and experience of a Proposer that does business with enterprises owned by minorities, women, persons with a handicap or disability and small business enterprises and that offers a diverse workforce to meet service needs.</p>

RFP ATTACHMENT 6.2. — SECTION B (continued)

PROPOSER LEGAL ENTITY NAME:		
Proposal Page # (Proposer completes)	Item Ref.	Section B— General Qualifications & Experience Items
	B.16.	<p>Provide a statement of whether or not the Proposer has any current contracts with the State of Tennessee or has completed any contracts with the State of Tennessee within the previous 5-year period. If so, provide the following information for all of the current and completed contracts:</p> <ul style="list-style-type: none"> (a) the name, title, telephone number and e-mail address of the State contact knowledgeable about the contract; (b) the procuring State agency name; (c) a brief description of the contract's scope of services; (d) the contract term; and (e) the contract number. <p>NOTES:</p> <ul style="list-style-type: none"> ▪ Current or prior contracts with the State are <u>not</u> a prerequisite and are <u>not</u> required for the maximum evaluation score, and the existence of such contracts with the State will <u>not</u> automatically result in the addition or deduction of evaluation points. ▪ Each evaluator will generally consider the results of inquiries by the State regarding all contracts noted.
	B.17.	<p>Provide customer references from individuals (who are <u>not</u> current or former officials or staff of the State of Tennessee) for projects similar to the services sought under this RFP and which represent:</p> <ul style="list-style-type: none"> ▪ two (2) of the larger accounts currently serviced by the Proposer, <u>and</u> ▪ three (3) completed projects. <p>All references must be provided in the form of standard reference questionnaires that have been fully completed by the individual providing the reference as required. The standard reference questionnaire, which <u>must</u> be used and completed as required, is detailed at RFP Attachment 6.4. References that are not completed as required will be considered non-responsive and will not be considered.</p> <p>The Proposer will be <u>solely</u> responsible for obtaining the fully completed reference questionnaires, and for including them within the Proposer's sealed Technical Proposal. In order to obtain and submit the completed reference questionnaires, as required, follow the process detailed below.</p> <ul style="list-style-type: none"> (a) "Customize" the standard reference questionnaire at RFP Attachment 6.4. by adding the subject Proposer's name, and make exact duplicates for completion by references. (b) Send the customized reference questionnaires to each individual chosen to provide a reference along with a new standard #10 envelope. (c) Instruct the person that will provide a reference for the Proposer to: <ul style="list-style-type: none"> (i) complete the reference questionnaire (on the form provided or prepared, completed, and printed using an exact duplicate of the document); (ii) sign <u>and</u> date the completed, reference questionnaire; (iii) seal the completed, signed, and dated, reference questionnaire within the envelope provided; (iv) sign his or her name in ink across the sealed portion of the envelope; and (v) return the sealed envelope containing the completed reference questionnaire directly to the Proposer (the Proposer may wish to give each reference a deadline, such that the Proposer will be able to collect all required references in time to include them within the sealed Technical Proposal). (d) <u>Do NOT open the sealed references upon receipt.</u> (e) Enclose all <u>sealed</u> reference envelopes within a larger, labeled envelope for inclusion in the Technical Proposal as required. <p>NOTES:</p>

RFP ATTACHMENT 6.2. — SECTION B (continued)

PROPOSER LEGAL ENTITY NAME:		
Proposal Page # (Proposer completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<ul style="list-style-type: none"> ▪ The State will not accept late references or references submitted by any means other than that which is described above, and each reference questionnaire submitted must be completed as required. ▪ The State will not review more than the number of required references indicated above. ▪ While the State will base its reference check on the contents of the sealed reference envelopes included in the Technical Proposal package, the State reserves the right to confirm and clarify information detailed in the completed reference questionnaires, and may consider clarification responses in the evaluation of references. ▪ The State is under <u>no</u> obligation to clarify any reference information.
	B.18.	Current Tennessee General Contractor license not required, but preferred. Documentation is required
	B.19.	Any bidder who has been approved to take the DOE National Accreditation test for the weatherization role of Inspector or Auditor will be given preference. Documentation required
	B.20.	Any bidder who has passed the DOE National Accreditation exam for the weatherization role of Inspector or Auditor will be given additional preference. Documentation required
SCORE (for <u>all</u> Section B—Qualifications & Experience Items above): <i>(maximum possible score = 30)</i>		
<i>State Use – Evaluator Identification:</i>		

TECHNICAL PROPOSAL & EVALUATION GUIDE

SECTION C: 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 the Item Score by the associated Evaluation Factor (indicating the relative emphasis of the item in the overall evaluation). The resulting product will be the item's raw, weighted score for purposes of calculating the section score as indicated.

PROPOSER LEGAL ENTITY NAME:					
Proposal Page # (Proposer completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	C.1.	Provide a narrative that illustrates the Proposer's understanding of the State's requirements and project schedule.		7	
	C.2.	Provide a narrative that illustrates how the Proposer will complete the scope of services, accomplish required objectives, and meet the State's project schedule.		11	
	C.3.	Provide a narrative that illustrates how the Proposer will manage the project, ensure completion of the scope of services, and accomplish required objectives within the State's project schedule.		11	
	C.4.	Provide a narrative that illustrates the Proposer's ability to perform the detailed tasks in A.4. of the Pro-Forma Contract		11	
<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>	
Total Raw Weighted Score <hr style="width: 50%; margin: 0 auto;"/> Maximum Possible Raw Weighted Score <i>(i.e., 5 x the sum of item weights above)</i>			X 40 <i>(maximum possible score)</i>		= SCORE:
<i>State Use – Evaluator Identification:</i>					
<i>State Use – RFP Coordinator Signature, Printed Name & Date:</i>					

COST PROPOSAL & SCORING GUIDE

NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED

COST PROPOSAL SCHEDULE— The Cost Proposal, 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 and for the entire contract period. The Cost Proposal shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract resulting from this RFP. All monetary amounts shall be in U.S. currency and limited to two (2) places to the right of the decimal point.

NOTICE: The Evaluation Factor associated with each cost item is for evaluation purposes only. The evaluation factors do NOT and should NOT be construed as any type of volume guarantee or minimum purchase quantity. The evaluation factors shall NOT create rights, interests, or claims of entitlement in the Proposer.

Notwithstanding the cost items herein, pursuant to the second paragraph of the pro forma contract section C.1. (refer to RFP Attachment 6.6.), "The State 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."

This Cost Proposal must be signed, in the space below, by an individual empowered to bind the proposing entity to the provisions of this RFP 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	State Use Only	
		Evaluation Factor	Evaluation Cost <small>(cost x factor)</small>
Technical Assistance (per hour)	\$ / Per Hour	5	
Inspection of Units (Per Unit Inspected)	\$ / Per Unit	18	
Re-Inspection of Units (Per Unit)	\$ / Per Unit	7	
EVALUATION COST AMOUNT (sum of evaluation costs above):			
The RFP Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.			
$\frac{\text{lowest evaluation cost amount from all proposals}}{\text{evaluation cost amount being evaluated}} \times 30 = \text{SCORE:}$		(maximum section score)	
<i>State Use – RFP Coordinator Signature, Printed Name & Date:</i>			

RFP ATTACHMENT 6.4.

REFERENCE QUESTIONNAIRE

The standard reference questionnaire provided on the following pages of this attachment MUST be completed by all individuals offering a reference for the Proposer.

The Proposer will be solely responsible for obtaining completed reference questionnaires as required (refer to RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section B, Item B.17.), and for enclosing the sealed reference envelopes within the Proposer's Technical Proposal.

RFP # 31620-00169 PROPOSAL REFERENCE QUESTIONNAIRE

REFERENCE SUBJECT: **PROPOSER NAME** (completed by proposer before reference is requested)

The "reference subject" specified above, intends to submit a proposal to the State of Tennessee in response to the Request for Proposals (RFP) indicated. As a part of such proposal, the reference subject must include a number of completed and sealed reference questionnaires (using this form).

Each individual responding to this reference questionnaire is asked to follow these instructions:

- complete this questionnaire (either using the form provided or an exact duplicate of this document);
 - sign and date the completed questionnaire;
 - seal the completed, signed, and dated questionnaire in a new standard #10 envelope;
 - sign in ink across the sealed portion of the envelope; and
 - return the sealed envelope containing the completed questionnaire directly to the reference subject.
-

(1) What is the name of the individual, company, organization, or entity responding to this reference questionnaire?

(2) Please provide the following information about the individual completing this reference questionnaire on behalf of the above-named individual, company, organization, or entity.

NAME:	
TITLE:	
TELEPHONE #	
E-MAIL ADDRESS:	

(3) What services does /did the reference subject provide to your company or organization?

(4) What is the level of your overall satisfaction with the reference subject as a vendor of the services described above?

Please respond by circling the appropriate number on the scale below.



If you circled 3 or less above, what could the reference subject have done to improve that rating?

- (5) If the services that the reference subject provided to your company or organization are completed, were the services completed in compliance with the terms of the contract, on time, and within budget? If not, please explain.

- (6) If the reference subject is still providing services to your company or organization, are these services being provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.

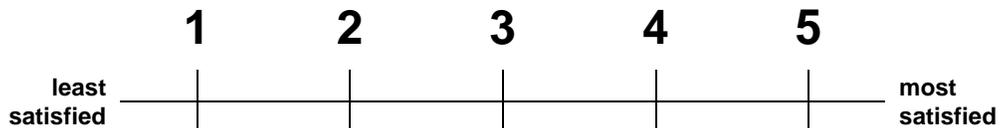
- (7) How satisfied are you with the reference subject's ability to perform based on your expectations and according to the contractual arrangements?

- (8) In what areas of service delivery does /did the reference subject excel?

- (9) In what areas of service delivery does /did the reference subject fall short?

- (10) What is the level of your satisfaction with the reference subject's project management structures, processes, and personnel?

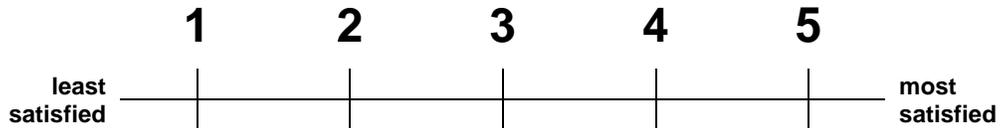
Please respond by circling the appropriate number on the scale below.



What, if any, comments do you have regarding the score selected above?

- (11) Considering the staff assigned by the reference subject to deliver the services described in response to question 3 above, how satisfied are you with the technical abilities, professionalism, and interpersonal skills of the individuals assigned?

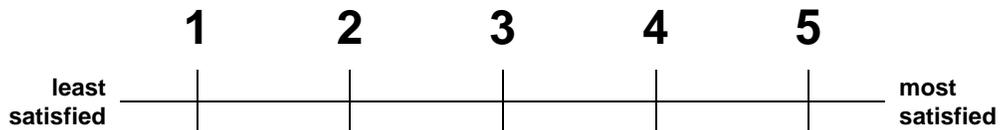
Please respond by circling the appropriate number on the scale below.



What, if any, comments do you have regarding the score selected above?

- (12) Would you contract again with the reference subject for the same or similar services?

Please respond by circling the appropriate number on the scale below.



What, if any, comments do you have regarding the score selected above?

REFERENCE SIGNATURE:

(by the individual completing this request for reference information)

(must be the same as the signature across the envelope seal)

DATE:

PROPOSAL SCORE SUMMARY MATRIX

	<i>PROPOSER NAME</i>		<i>PROPOSER NAME</i>		<i>PROPOSER NAME</i>	
GENERAL QUALIFICATIONS & EXPERIENCE (maximum: 30)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	AVERAGE:		AVERAGE:		AVERAGE:	
TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH (maximum: 40)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	AVERAGE:		AVERAGE:		AVERAGE:	
COST PROPOSAL (maximum: 30)	SCORE:		SCORE:		SCORE:	
TOTAL PROPOSAL EVALUATION SCORE: (maximum: 100)						

RFP Coordinator Signature, Printed Name & Date:

RFP # 31620-00169 *PRO FORMA* CONTRACT

The *pro forma* contract detailed in following pages of this exhibit contains some “blanks” (signified by descriptions in capital letters) that will be completed with appropriate information in the final contract resulting from the RFP.

**PRO FORMA CONTRACT
DRAFTED IN COMPLIANCE WITH CURRENT APPLICABLE MODEL**

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
TENNESSEE HOUSING DEVELOPMENT AGENCY
AND
CONTRACTOR NAME**

This Contract, by and between the State of Tennessee, Tennessee Housing Development Agency, hereinafter referred to as the "State" and **Contractor Legal Entity Name**, hereinafter referred to as the "Contractor," is for the provision of Technical Assistance and Training for the Weatherization Assistance Program (WAP), 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 Place of Incorporation or Organization: **Location**

Contractor Edison Registration ID # **Number**

A. SCOPE OF SERVICES:

A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.

A.2. Purpose: To obtain a vendor (or vendors) who has the program experience and technical expertise necessary, to perform, as our contractor, the required state quality inspections of all completed units, providing feedback on results of said inspections, and continuing to monitor any findings of deficiencies until all work has been correctly completed. In addition, the contractor will provide technical assistance upon request to the THDA and/or sub-grantee agencies, upon request.

Inspection Regions **[Contract will contain only one the following regions]**

Region 1 – West Tennessee: The Contractor will provide state inspections for units completed by the following Sub-Grantee agencies (or any subsequent agencies), in the counties as listed:

- Delta Human Resource Agency – Crockett, Dyer, Fayette, Lake, Lauderdale, Obion and Tipton counties
- Shelby County Community Services Agency – Shelby county
- Southwest Human Resource Agency – Benton, Carroll, Chester, Decatur, Gibson, Hardeman, Hardin, Haywood, Henderson, Henry, Madison, McNairy and Weakley counties

Region 2 – Middle Tennessee: The Contractor will provide state inspections for units completed by the following Sub-Grantee agencies (or any subsequent agencies), in the counties as listed:

- Clarksville-Montgomery County Community Action Agency – Montgomery county
- Highland Rim Economic Corporation – Dickson, Houston, Humphreys and Stewart counties
- Metropolitan Development and Housing Agency – Davidson county
- Mid-Cumberland Community Action Agency – Cheatham, Robertson, Rutherford, Sumner, Trousdale, Williamson and Wilson counties
- South Central Human Resource Agency – Bedford, Coffee, Franklin, Giles, Hickman, Lawrence, Lewis, Lincoln, Marshall, Maury, Moore, Perry and Wayne counties

Region 3 – South East Tennessee: The Contractor will provide state inspections for units completed by the following Sub-Grantee agencies (or any subsequent agencies), in the counties as listed:

- Bradley-Cleveland Community Services Agency-Bradley county
- South East Tennessee Human Resource Agency – Bledsoe, Grundy, Hamilton, Marion, McMinn, Meigs, Polk, Rhea and Sequatchie counties
- Upper Cumberland Human Resource Agency – Cannon, Clay, Cumberland, DeKalb, Fentress, Jackson, Macon, Overton, Pickett, Putnam, Smith, Van Buren, Warren and White counties

Region 4 – North East Tennessee: The Contractor will provide state inspections for units completed by the following Sub-Grantee agencies (or any subsequent agencies), in the counties as listed:

- Blount County Community Action Agency, Inc. – Blount county
- East Tennessee Human Resource Agency – Anderson, Campbell, Claiborne, Cocke, Grainger, Hamblen, Jefferson, Monroe, Morgan, Scott, Sevier and Union counties
- Knoxville- Knox County Community Action Agency – Knox, Loudon, and Roane counties
- Upper East Tennessee Human Development Agency – Carter, Greene, Hancock, Hawkins, Johnson, Sullivan, Unicoi and Washington counties.

A.3. Minimum Qualifications:

The Contractor represents and warrants that:

- It has successfully completed the State of Tennessee Weatherization Auditor Certification Training, or was granted grandfather in status as an energy auditor by a local agency administering the DOE Weatherization Assistance Program in Tennessee, **AND**;
- It has successfully completed all required Continuing Education for energy auditors under the Tennessee Weatherization Assistance Program in 2010 and 2011, **AND**;
- It has performed energy audits and post-weatherization inspections for the Tennessee Weatherization Assistance Program for a minimum of 18 months, **OR**;
- It is associated with a current training center that has provided training and technical assistance to a state DOE Weatherization Assistance Program within the last 18 months.
- It has a current BPI (Building Performance Institute) Building Analyst certification.
- It is an EPA Certified Renovator.
- It has proficiency in the use of the Weatherization Assistant audit tool, including the library set up, trouble-shooting, accurate identification of qualifying measures and related incidental repairs, accuracy of estimated costs, and development of detailed work orders.

A.4. Task Requirements

a. Provide Technical Assistance to the State

Upon request, the Contractor shall provide technical assistance to The State. Said technical assistance may include, but is not limited to the following:

- o Providing input, drafting technical assistance language, and reviewing drafts for accuracy and clarity, for program and policy memorandums on a technical topics,
- o Updating the Tennessee Weatherization Field Guide,
- o Interpretation of the Weatherization Assistant audit tool,
- o Updating libraries for the Weatherization Assistant audit tool,

- o Providing guidance on specific case situations or technical topics,
- o Interpretation of DOE guidance as related to technical aspects of the program, and;
- o Providing on-site technical support at the request of The State.

b. Inspection/Re-Inspection of Completed Units

- Upon request, perform an on-site inspection of a unit that has been designated as completed and that has passed the local agency's post-weatherization inspection. Said inspection is to include both a review of the pre-energy audit for accuracy and recommended measures in accordance with DOE and Tennessee Weatherization Assistance Program policies and procedures, all necessary diagnostic testing as required by the specific unit, and a review of all installed measures, including a review of any change orders for program compliance, and inspection of change order measures.

Findings are to be shared with both the local agency and the state, and documented, with said documentation to include pictures.

- Prior to performing the on-site inspection, the Contractor is to obtain copies from the client case file regarding the original energy audit, pre-energy diagnostic test results, recommended measures, change orders, and any other documentation as necessary.
- The Contractor must perform the on-site inspection within a maximum of 10 working days from date of request, unless the delay is the fault of the client. If the on-site inspection is delayed due to client related issues, the reason for the delay along with steps taken by the contractor to minimize any delay, must be documented and provided with the final report.
- The Contractor must contact the client in advance to schedule the on-site inspection, at the client's convenience. This contact may be verbal or written, but documentation of advance notice to schedule the on-site inspection must be retained and available upon request.
- The Contractor must provide a written report with inspection results within a maximum of 5 working days from the date the inspection is conducted, utilizing a template provided by the State. Said report must include digital pictures of measures inspected, with annotations for each picture that identifies the specific measure it documented.
- Failure to meet the timeframes as required in the scope of work, or in the submitted proposal, whichever is less, will result in a fiscal penalty of 10% of the inspection fee for that unit per every working day past the due date.
- If an inspection identifies a potentially dangerous situation, the Contractor must make immediate contact with the sub-grantee agency in order to resolve the situation.
- If the unit fails the inspection, the Contractor must provide written documentation regarding the measure(s) that failed, the reason for the failure, and the steps that must be taken to correct the deficiency.
- If the unit fails the initial inspection, the Contractor is to provide technical assistance to the agency staff and/or post-weatherization auditor who performed the inspection. The goal of the technical assistance is to prevent future errors through education.
- If the unit failed the post-weatherization state inspection, the Contractor will conduct an on-site subsequent(s) inspection once the responsible party has corrected any identified deficiencies.

c. General Task Requirements

- The Contractor shall safeguard all client identifying information, and protect the privacy of the client. Information obtained through the performance of the tasks associated with this RFP shall not be shared without the expressed permission of the State. The exception would be: THDA/State or their representatives, the U.S. Department of Energy, or their representatives, the local weatherization agency who was responsible for the unit, the auditor who conducted the pre or post-audit for the sub-grantee agency, or the contractor who was awarded the job.
- The Contractor shall perform duties region-wide.
- The Contractor shall incorporate the guidance from the Tennessee Weatherization Field Guide into the technical guidance and training to be provided.

B. CONTRACT PERIOD:

This Contract shall be effective for the period beginning April 1, 2013, and ending on June 30, 2014. The Contractor hereby acknowledges and affirms that the State shall have no obligation for services rendered by the Contractor which were not performed within this specified contract period.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed **Written Dollar Amount (\$Number)**. The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor 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 the State. 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 the State 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. The State 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 the State 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 the State 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)
Technical Assistance (per hour)	\$ Number per hour
Inspection of Units (per unit)	\$ Number per Unit.
Re-inspection of Failed Units Per Unit	\$ Number per Unit.

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 the State only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

Tennessee Housing Development Agency
Accounts Payable
404 James Robertson Pkwy, Suite 1200
Nashville, TN 37219

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

- (1) Invoice Number (assigned by the Contractor)
- (2) Invoice Date
- (3) Contract Number (assigned by the State)
- (4) Customer Account Name: Tennessee Housing Development Agency, Accounting
- (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
- (6) Contractor Name
- (7) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
- (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
- (9) Contractor Remittance Address
- (10) Description of Delivered Service
- (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
 - v. Total Amount Due for the invoice period

b. The Contractor understands and agrees that an invoice 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) only be submitted for completed service and shall not include any charge for future work;
- (3) not include sales tax or shipping charges; and
- (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

- C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.
- 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 the State, 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. The State 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 the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.
- a. The Contractor shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once said form is received by the State, all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH).
 - b. The Contractor shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number detailed by said form must agree with the Contractor's Federal Employer Identification Number or Tennessee Edison Registration ID referenced in this Contract.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State 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, the State 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 the State 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 the State. If such subcontracts are approved by the State, each 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 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 relative to 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 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 months has been, an employee of the State of Tennessee.

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 handicap or 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 *Tennessee Code Annotated*, Section 12-4-124, *et seq.*, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to the state 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 the State a completed and signed copy of the document at Attachment A, 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 the State.

d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of *Tennessee Code Annotated*, Section 12-4-124, *et seq.* 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 the State 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 the State, 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 the State 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 the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.12. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State 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 the State, 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. The State 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 the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State 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.

The State:

Debra Murray, Director of Operations
Tennessee Housing Development Agency
404 James Robertson Pkwy, Suite 1200
Nashville, TN 37243-0900
615-815-2200
dmurray@thda.org

The Contractor:

Contractor Contact Name & Title
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, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. 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 the State 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 the State 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 period of this Contract.

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