

**Request For Proposal  
To Build a Deed-Restricted Affordable Home  
On a Vacant City Property**

**THE CITY OF FRANKLIN  
FRANKLIN, TENNESSEE**

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## 1.0 GENERAL SCOPE OF WORK & INTRODUCTION

The City of Franklin (THE CITY) is soliciting proposals for the construction of a new home at the **CORNER OF 409 NATCHEZ STREET AND GRANBURY STREET**. This vacant lot will be awarded to the RFP recipient chosen for the purpose of building affordable housing as described herein. This lot and home will be sold together to a single family with an income at or below the 80% Annual Median Income, and will be priced at a cost not to exceed 35% of the buyer's annual income for principal, interest, taxes, and insurance. This restriction shall run with the land for a period of twenty (20) years from the initial sale of the lot and dwelling unit unless and until modified, amended, waived, or released with the consent of THE CITY as determined by vote of the Board of Mayor and Aldermen. Should the property transfer prior to the completed time period of twenty (20) years, a new deed restriction of twenty (20) years shall commence with the new buyer. Once the home has been built by the RFP recipient and a suitable buyer found, the RFP recipient shall submit all proposed sale of real estate documents to THE CITY for review and approval. The sale documents between the RFP recipient and home buyer shall be reviewed by THE CITY as early as possible in the sale/purchase process and no later than prior to closing of sale, for adherence with the deed restrictions described herein and approval of the documents by THE CITY.

## 2.0 SCOPE OF WORK

The Agency/Organization(s) ("Proposer") selected will be required to successfully meet the following criteria:

- THE CITY has available a vacant lot described as **409 Natchez Street, Map 078G Group B, Ctrl Map 078J, Parcel 02001, and Granbury Street, Map 0789G Group B, Parcel 02000**. The vacant lot will be awarded to the RFP recipient for construction of a home as described herein, the lot and home to then be sold together pursuant to the restrictions, requirements, and terms found both in this RFP and the resulting agreement between the RFP recipient and THE CITY.
- The Proposer will be required to submit for a consolidated plat and record plat upon approval plan.
- The home must be a principal residence; property must be used as the principal residence of buyer. If the property does not continue to be so used, the buyer will be required to repay the difference between the current appraised value and the price paid.
- Deed restrictions will be part of the recorded description of the property transfer at time of sale.
- These restrictive covenants shall be governed by the laws of the State of Tennessee, and where applicable, by the laws of the United States of America.
- Project will include building a new-construction home that will be occupied by a single family with an income at or below 80% Annual Median Income.
- The project will incorporate energy efficient features into the design and construction.
- The new home project will be eligible for waiver of the sewer and tap fees.

- The Proposer will completely and successfully obtain all required permits and begin physical construction or renovation work within 120 days of execution of a written agreement.

## 2.1 THE CITY's Responsibilities

**Approval of Project:** THE CITY must approve the housing project in accordance with the Municipal Code of the City of Franklin prior to the commencement of construction. This is NOT to be confused with obtaining any necessary permits from the City's Department of Building and Neighborhood Services.

## 2.2 Implementation

It is imperative for THE CITY that this project begin expeditiously upon execution of the contract and that the accepted deadlines are met.

## 3.0 PROPOSAL FORMAT AND EVALUATION FACTORS

- ### 3.1
- One (1) original and five (5) copies of the Proposal must be submitted in a sealed envelope to:

The City of Franklin  
Attn: Housing Development Coordinator  
109 3<sup>rd</sup> Avenue South, Suite 135  
Franklin, TN 37064

- ### 3.2
- The submittal shall be arranged in the following format and sequence and will be evaluated using the factors and assigned values listed below.

#### A. Letter of Interest:

Provide cover letter to proposal indicating interest and also identifying the authorized negotiator and who may be contacted by THE CITY during the proposal evaluation process.

#### B. Statement of Experience and Qualifications:

Provide information stating background and experience sufficient to complete the Project within the timeframe described above. The firm participating, as well as specific individuals assigned to the project, together with their qualifications, should be identified.

Include evidence of:

- Staff with experience in housing development
- Housing development and homebuyer program management experience
- Experience in certifying incomes and property standards
- Experience in working with low and moderate income individuals
- Sound internal financial management
- Strong links to the Franklin business and financial communities

#### C. Proposed Scope of Services:

Provide a detailed work plan and timeline to address the "Scope of Services" and meet the deadlines described above. Provide evidence of necessary internal systems to

begin this project as described above. The work plan and goals should include at a minimum: development proforma, timeline, sale price, status and evidence of property control, evidence of appropriate zoning, sources and uses statement, and listing of the development and sales team. To the extent known, architectural plans and elevations should be provided. (40%)

**D. References:**

Please provide the names and telephone numbers of three persons or firms who are familiar with the work of the Proposer (Attachment B). (10%)

**E. If submitting as a non-profit, provide the 501 (c)(3) approval letter from the Internal Revenue Service:**

Proposers without an approval letter at the time of application and extending past the expected completion date are not eligible for funding.

If submitting as a private developer, provide documentation of their State of TN ID and proof of insurance. (30%)

**F. Costs:**

Demonstrate sound financing plan in place to complete the construction and sale of the home within the timeline described in the Scope of Services. (20%)

**3.3 Any proposal may be withdrawn prior to award of the contract(s).**

**3.4 THE CITY reserves the right:**

- A. to waive informalities required herein;
- B. to request additional information;
- C. to supplement, amend, or otherwise modify the terms or schedules set forth herein;
- D. to conduct all investigations and background checks necessary for adequate evaluation; and
- E. to deem that omission of requested information at the time of proposal submittal may result in a “Non-Responsive” evaluation score and deem the respondent’s organization as ineligible.

**4.0 COSTS INCURRED IN RESPONDING**

**4.1** All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify the submittal which may be required by THE CITY shall be the sole responsibility of and shall be borne by Proposer.

**4.2** Each Proposer, by submitting its proposal, waives any claim for liability against THE CITY as to loss, injury, and costs or expenses that may be incurred as a consequence of its response to this document.

## 5.0 INQUIRIES

- 5.1 Questions submitted in writing on Proposer's letterhead and properly signed will be accepted until **Thursday, September 24, 2020 at 4:00 p.m. Central Time**. Responses to written inquiries will be mailed or faxed to Proposer. Direct all questions to:

The Housing Coordinator  
The City of Franklin, City Hall  
109 3<sup>rd</sup> Avenue South  
Franklin, TN 37064  
(FAX: (615) 791-3257)

## 6.0 SUBMISSION DEADLINE

**WEDNESDAY, OCTOBER 7, 2020, no later than 4:00 p.m. Central Time**, submissions are to be delivered to the Building and Neighborhood Services Department, Suite 110, located at 109 3<sup>rd</sup> Avenue South, Franklin, Tennessee 37064.

## 7.0 REJECTION

- 7.1 THE CITY reserves the right to reject any and all submittals and/or to waive any informality in the solicitation process or parts thereof and to re-solicit.
- 7.2 THE CITY does not guarantee that a contract will be awarded as a result of this RFP.

## 8.0 CONTRACT COMPLIANCE STATEMENT

- 8.1 The Proposer shall state its compliance with all applicable rules and regulations of Federal, State, and Local governing entities and that they are not excluded from Federal procurement programs. Proposer must state its compliance with the terms of this RFP (see attachments).
- 8.2 The Proposer must demonstrate that the proposal meets **all** applicable rules, regulations, zoning, permitting, registration, and licensing requirements, whether Local, State, or Federal. It is the responsibility of the Proposer to determine the applicability of any rule, regulation, or other requirement.

## 9.0 TERMS AND CONDITIONS

- A. **Termination.** THE CITY shall have the right to terminate the Agreement at any time.

In the event the Proposer fails to comply with any provision of this Agreement, or if the progress or quality of the work is unsatisfactory, THE CITY may serve written notice upon the Proposer and if the Proposer fails within a period of ten (10) days thereafter to correct failure, THE CITY may terminate the Agreement upon written notice to the Proposer. Upon such termination, the Proposer shall immediately cease its performance of the Agreement and shall deliver to THE CITY all completed or partially completed work.

THE CITY reserves the right to terminate this Agreement for its convenience or in the event it shall abandon or indefinitely postpone the program. Such termination shall be accomplished by written notice delivered to the Proposer. Upon receipt of notice, the Proposer shall immediately cease work and deliver to THE CITY all completed or partially completed work.

- B. Breach of Agreement.** If the Proposer fails to fulfill its obligations under this Agreement in a timely and proper manner or if it shall violate any of the terms of this Agreement, THE CITY shall have the right to immediately terminate such contract. The term “breach of agreement” specifically includes, but is not limited to, failure to comply with any applicable Federal, State, or Local laws or regulations.

Notwithstanding the above, the Proposer shall not be relieved of liability to THE CITY for damages sustained by virtue of any breach by the Proposer.

- C. Modification of Agreement.** Such Agreement may be modified only by written amendment executed by all parties.

- D. Partnerships/Joint Ventures.** Such Agreement shall not in any way be construed or intended to create a partnership or joint venture between the parties or among any of the parties. None of the parties of such Agreement shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.

- E. Waiver.** No waiver of any provision of such Agreement shall affect the right of THE CITY thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

- F. Gratuities and Kickbacks.**

a) **Gratuities.** It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore.

b) **Kickback.** It shall be a breach of ethical standards for any payment gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor of higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

- G. Indemnification.** The Proposer shall agree to indemnify and hold THE CITY, its officers, agents, and/or employees harmless from and against any and all lawsuits,

damages, and expenses, including court costs and attorney's fees, by reason of any claim and/or liability imposed, claimed, and/or threatened against THE CITY, its officials, agents, and/or employees for damages because of bodily injury, death, and/or property damages arising out of or in consequence of the performance of services under this Agreement to the extent that such bodily injuries, death, and/or property damages are attributable to the negligence of the Proposer and/or the Proposer's servants, agents and/or employees.

- H. Assignment-Consent Required.** The provisions of such Agreement shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Such Agreement nor any of the rights and obligations of the Proposer hereunder shall not be assigned, subcontracted, or transferred in whole or in part without the prior written consent of THE CITY. Any such assignment transfer or subcontract shall not release the Proposer from its obligation hereunder. Any approved assignee shall assume each and every obligation of the Proposer hereunder, and THE CITY may contract with or reimburse any such assignee without waiving any of its rights against the Proposer.
- I. Entire Agreement.** Such Agreement shall set forth the entire Agreement between the parties with respect to the subject matter hereof, and shall govern the respective duties and obligations of the parties until and unless a more formal Agreement is entered into between the parties.
- J. Force Majeure.** No party to such Agreement shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by any act of God, force majeure, storm, fire, casualty, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar nature beyond its control.

## **10.0 MISCELLANEOUS PROVISIONS**

The Proposer and THE CITY shall mutually agree as follows:

- A. Ownership of Documents.** Data obtained under the terms of this Agreement shall be delivered to and become the property of THE CITY. Basic notes, charts, computations, and other data prepared or obtained under this Agreement shall be made available, upon request, to THE CITY without restriction or limitation on their use.
- B. Reuse of Documents.** All documents furnished by the Proposer pursuant to this Agreement are instruments of his/her services with respect to the Project.
- C. Progress.** The Proposer shall prepare progress schedules for the work and shall submit monthly progress reports based on such schedules to THE CITY.
- D. Personnel.** The Proposer represents that it has or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with THE CITY. All services required hereunder will be performed by the Proposer or under its supervision, and all personnel

engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform services.

- E. Claims and Disputes Pertaining to Salary Rates.** Claims and disputes pertaining to salary rates or to classifications of architects, draftsmen, technical engineers, and technicians performing work under this Agreement shall be promptly reported in writing by the Proposer to THE CITY for the latter decision which shall be final.
- F. Interest of Other Local Public Officials.** No member of the governing body of the locality in which the area of the Project is situated and no other public official of such locality who exercises any functions or responsibilities in the review or approval of the carrying out of the Project to which this Agreement pertains shall have any personal interest, direct or indirect, in their Agreement.
- G. Proposer's Endorsement.** The Proposer's endorsement shall be placed on the final report cost estimates; such endorsement shall also cover all other data and documents furnished by the Proposer to THE CITY.
- H. Control.** All work by the Proposer is to be performed in a manner satisfactory to THE CITY and in accordance with established customs practices and procedures and in conformance with THE CITY modernization, energy conservation, and cost effectiveness standards. The decision of THE CITY is to control in all questions regarding the work covered hereunder. The Proposer is to periodically request sufficient conferences to insure the Proposer is doing the work in a satisfactory manner and that all locations and work are made in accordance with the wishes of THE CITY.
- I. Access to Records.** The Proposer shall maintain books, records, documents, and other evidence directly pertinent to performance of work under this Agreement in accordance with accepted professional practice and appropriate accounting procedures and practices. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards and formally established audit regulations, procedures, and guidelines of the reviewing or audit agency.

## **11.0 ACCOUNTING RECORDS**

Without limiting its liability hereunder, the Proposer shall maintain books, records, documents, and other evidence directly pertinent to performance of work under this Agreement in accordance with accepted professional practice and appropriate accounting procedures and practices. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards and formally established audit regulations, procedures, and guidelines of the reviewing or audit agency.

## **12.0 INSURANCE REQUIREMENTS**

- A. Worker's Compensation Insurance.** Providing coverage in compliance with the laws of the state in which any part of the work is to be performed, and Employer's Liability Coverage in the minimum amount of \$100,000 for each occurrence.

**B. Comprehensive General Liability Insurance.** Bodily injury and property damage combined single limit in the minimum amount of \$1,000,000 for each occurrence, \$1,000,000 aggregates.

**C. Automobile Liability Insurance.** Bodily injury and property damage combined single limit in the minimum amount of \$1,000,000 for each occurrence, \$1,000,000 aggregates.

**D. Professional Liability Insurance.** Single limit in the minimum amount of \$1,000,000 each occurrence, \$1,000,000 aggregate.

### **13.0 LICENSING & BUSINESS REQUIREMENTS**

The Proposer is responsible to comply with all licensing requirements and associated business regulations whether Local, State, or Federal. It is the responsibility of the potential project manager to determine the applicability of any rule, regulation, or other requirement.

### **14.0 EQUAL EMPLOYMENT OPPORTUNITY**

The Proposer shall affirm that it does not subscribe to any personnel policy which permits or allows for discrimination in the employment promotion, demotion, dismissal, or laying off of any individual due to his/her race, creed, color, national origin, age, or gender or physical handicap.

### **15.0 TITLE VI**

The City of Franklin prohibits discrimination in all of its programs and activities on the basis of race, color, or national origin. The Proposer will comply with all statutes and regulations of Title VI of the Civil Rights Act of 1964. No person should be excluded from participation in or be denied the benefit of or be subjected to discrimination under any program or service provided by or affiliated with THE CITY on the basis of non-merit reasons. To file a complaint of discrimination, write or call Mr. Kevin Townsel, Human Resources Director, 109 Third Avenue South, Franklin, TN 37064, phone (615) 550-6720.

### **16.0 ATTACHMENTS TO BE COMPLETED AND SUBMITTED WITH PROPOSAL**

- A.** Proposer Information
- B.** Client References
- C.** Form of Non-Collusive Affidavit
- D.** Certification for Contracts, Grants, Loan, and Cooperative Agreement
- E.** Verification

**ATTACHMENT A**

**PROPOSER INFORMATION**

**Name of Organization**

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**Business Address**

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**Phone Number**

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**Name of Principal Owners**  
**(leave blank if publicly owned)**

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**Number of Years in Business**

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**Location of office that**  
**would service THE CITY**

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Attach any additional information regarding your firm's background that would be useful in assessing your proposal.

**ATTACHMENT B**  
**CLIENT REFERENCES**

On a separate sheet of paper labeled “Attachment B, Client References,” please provide information on three (3) clients for whom similar service has been provided.

Information should include:

- Customer Name, Address
- Nature of Services Provided
- Contact Person
- Phone Number

**ATTACHMENT C**

**FORM OF NON-COLLUSIVE AFFIDAVIT**

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that:

(1) He/She is \_\_\_\_\_ of \_\_\_\_\_, the Vendor that has submitted the attached Proposal:

(2) He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and not collusive or sham; that said vendor has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person to put in a sham bid or to refrain from bidding and has not, in communications or conference, with any person, agreed to fix any overhead, profit or cost element of said bid price, or that of any other bidder, or to secure any advantage against the The City of Franklin or any person interested in the proposed contract; and that all statements in said proposal of bid are true; and;

(4) Any professional fees arrived at during negotiations must be fair and proper and are not to be tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Professional or any of its agents, representatives, owners, employees or parties in interest, including this affidavit.

(Signed) \_\_\_\_\_

\_\_\_\_\_  
Title

Sworn to and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**ATTACHMENT D**

**CERTIFICATION FOR CONTRACTS, GRANTS, LOAN AND COOPERATIVE AGREEMENT**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons, for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with it instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2020

By: \_\_\_\_\_  
(Written Name of Authorized Official)

\_\_\_\_\_  
(Signature of Authorized Official)

Sworn to and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**ATTACHMENT E**

**VERIFICATION**

**The Proposer hereby agrees to provide, upon request, documents verifying the information provided above.**

Under penalty of perjury, I certify that I am the \_\_\_\_\_ (Title) of the Proposer, that I am authorized by the Proposer to execute this affidavit on its behalf, that I have personal knowledge of the certifications made in this affidavit, and that the same are true.

Name  
(signature) \_\_\_\_\_

Name  
(printed) \_\_\_\_\_

State of \_\_\_\_\_ County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_