ENTERPRISE COMMUNITY PARTNERS, INC.

AMENDED: 10/23/2019 - V2

REQUEST FOR PROPOSALS

HouseATL Funders’ Collective – Pipeline Tracking System

October 2019

Additional Sections added – 10/23/2019:

- Right to Reject
- Small Businesses, Minority-Owned Firms, and Women’s Business Enterprises
- Confidentiality
- Conflict of Interest
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Overview
Enterprise Community Partners, Inc. seeks consultants to create a Pipeline Tracking system to receive developer submissions for Funders’ Collective resources, and to track progress of the HouseATL Funders’ Collective. This should be a web-based database and dashboard, enabling password protected access, which can receive data and merge it into a standardized format.

The goal of this system is to enable efficient receipt and analysis of developer submissions for funding, as well as tracking of pipeline by phase to enable projection of financing needs and tracking towards the 20,000+ unit goal. In addition, this should offer a community facing dashboard to track HouseATL progress towards the 23 recommendations. This pipeline tracker should seek to interface with the City of Atlanta Pipeline Tracking system which will track City of Atlanta funded affordable housing unit production and preservation.

A successful platform will accomplish the following:

- Efficient receipt of developer submissions for funding via the Funders’ Collective
- Alignment with the City of Atlanta Pipeline Tracking System (definitions, data fields, etc.)
- Ability to analyze and evaluate funding requests using an evaluation rubric
- Ability to track and share funding provided by funding type, leveraged resources, impact (affordability), and progress towards HouseATL Goals via both an internal and a publicly facing dashboard.

We seek technical expertise to create the database and dashboard and will provide affordable housing subject matter expertise and source documents via Enterprise staff and partners.

Project Background
Enterprise Community Partners, Inc. (Enterprise) is a proven and powerful nonprofit that improves communities and people’s lives by making well-designed homes affordable. We bring together nationwide know-how, partners, policy leadership and investment to multiply the impact of local affordable housing development. Since 1982, Enterprise has created nearly 380,000 homes and invested $28.9 billion. Our work has touched millions of lives and helped connect people and communities to opportunity nationwide.

HouseATL is a cross-sector group of civic leaders committed to building the political and community will for a comprehensive and coordinated housing affordability action plan in the City of Atlanta.

The HouseATL Funders Collective, one of the four main implementation goals of HouseATL, is the most comprehensive effort to coordinate and align private funding with public sector dollars to more effectively support affordable housing in Atlanta and contribute to the Mayor’s $1 billion dollar promise for affordable housing.

HouseATL identified a goal of 3,000 units annually through new production and preservation over
the next eight years. One of the biggest challenges to addressing affordable housing is the cost and limited resources available. HouseATL, with Enterprise as the lead for implementation, seeks to coordinate different types of funds (public, private, philanthropic) to finance production and preservation of affordable housing. We are creating a unique Funders’ Collective that will coordinate the use of existing and new funding from all sources more efficiently and effectively. Anticipated outcomes include 1) a technology platform to assess, analyze, and finance the pipeline of projects and opportunities ripe for investment and aligned with community priorities and 2) a coordinated and braided (public, private, and philanthropic) investment system to meet our goal of $1 billion in local, flexible resources to build and preserve 20,000+ homes affordable to those earning 0 – 120% of metro Atlanta area’s median income (AMI) over the next 8 – 10 years.

The HouseATL Funders Collective has three committees that help coordinate and braid together an efficient investment system. 1) Pipeline Review Committee: For all housing projects who have a gap in financing, the pipeline review committee will look at the project to determine that all public funding sources have been utilized to their full extent. If not, they would make recommendations to utilize these funds first or how those funds might be better braided. If a gap remains, the Pipeline review committee will recommend to the Investment committee a below market loan or grant out of any pooled or raised funds. 2) The Investment Committee then determines project by project investments and funding. 3) All of this work is overseen by the HouseATL Community Advisory Board, which are influential leaders who review the work of the committees and oversee and independent evaluation of the funding and outcomes. Staff support for both the developers seeking funding and the HouseATL Funders Collective is provided by Enterprise Community Partners.

Scope of Consulting Services

Enterprise Community Partners, on behalf of the HouseATL Funders’ Collective, seeks a consultant to create a Pipeline Tracking system to receive developer submissions for Funders’ Collective resources, and to track progress of the HouseATL Funders’ Collective. This should be a web-based database and dashboard, enabling password protected access, which can receive data and merge it into a standardized format.

The goal of this system is to enable efficient receipt and analysis of developer submissions for funding, as well as tracking of pipeline by phase to enable projection of financing needs and tracking towards the 20,000+ unit goal. In addition, this should offer a community facing dashboard to track HouseATL progress towards the 23 recommendations.

The consultant should develop a system which can achieve the following:

1. **Project Submission System:**
   Development of standardized project submission tools to enable compilation and analysis. Functionality to allow for upload of project submissions for funding including the following items:
   a. Project Overview Narrative and Images
b. Development and Operating Budgets

c. Sources and Uses Statement

d. Rent Schedule

Document types may include .xls, .csv, .pdf, doc, .jpg or other.

2. **Compilation, Standardization and Cleaning of Data**

   Automatic compilation of project details into a standardized database to enable analysis and review.

   a. Automatic cleaning of project data into a standardized pipeline
   b. Identification of Public and Proprietary Data to determine Public and Password Protected Views
   c. Naming Conventions
   d. Address Confirmations
   e. Unit Counts
   f. Project Timelines and Phases
   g. Funding Sources – Type, Source, Amount, Terms

3. **Project Screening**

   a. The ability to incorporate a project screening tool into the system which will evaluate deals on a set of standard criteria.
      i. Geography
      ii. Affordability
      iii. Feasibility
      iv. Experience

4. **Analysis**

   Tracking of project pipeline in Table, Map, and Graph/Chart format to enable analysis of Funders' Collective progress and resource needs. Analysis should be accessible in a dashboard format.

   a. Ability to run queries to answer pre-defined and user-defined questions
   b. Automated Queries with exportable results
   c. Visualization of data points and query results via graphs and charts
   d. GIS Mapping of all Pipeline Projects
   e. Exportable Data – tables, charts - .csv and PDF

5. **Data Access**

   • Password Protected Backend Access
• Varied levels of data access
• Registration Required

Application Materials
Responses should include the following materials:

a. Cover letter on company letterhead; in this letter, please indicate if your firm is a Small or Minority Business Enterprise or a Women-Owned Business Enterprise.

b. Narrative (no more than 5 pages) on your firm’s qualifications and your proposed approach, including the process and deliverables you think are necessary to achieve the stated goals. Please indicate how often and when you plan to meet with Enterprise and in what format.

c. This contract is anticipated to be a fixed price contract. Please submit a project budget based upon key deliverables and milestones which includes the following details:
   i. Staffing Costs
   ii. Consultant Costs
   iii. Technology Costs
   iv. Materials Costs
   v. Other Costs (please detail)

d. Resumes and bios for each individual on the team, including information about experience with similar projects and professional qualifications

e. List and description of three past projects which are similar in nature to this proposal

f. Attach samples (or provide links to) of these completed past projects (no more than three)

g. Based on the past projects, attach current contact information of clients for whom similar services were provided (no more than three)

Selection Criteria
Consultants will be evaluated on the following characteristics:

a. Demonstrated expertise as evidenced by professional certifications, accreditations, or industry recognition, quality of submitted work samples, past relevant experience, etc. 25%

b. Strength of approach (Does the proposal demonstrate an understanding of the stated goals?) 30%

c. Ability to produce quality materials as evidenced by submitted samples. 20%

d. Reasonableness of budget. 25%

In addition, we may contact references to confirm quality of work and a history of responsiveness and good communication skills.
**Right to Reject**
Enterprise reserves the right, in its sole discretion, to reject any and all responses received in response to this RFP. A contract for the accepted response will be based upon the factors described in this RFP.

**Small Businesses, Minority-Owned Firms, and Women’s Business Enterprises**
Enterprise will make efforts to utilize small businesses, minority-owned firms, and women’s business enterprises.

**Confidentiality**
If the applicant deems any materials submitted to be proprietary or confidential, the applicant must indicate as such in the relevant section(s) of the response.

**Submission Instructions**
Please submit all information requested above to Sara Haas at shaas@enterprisecommunity.org by 11:59 p.m. on Friday, November 22nd.

Please contact Sara Haas with any questions regarding this RFP:

Sara Haas  
Director, Southeast Market  
Enterprise Community Partners, Inc.  
Office: 404.698.4617  
shaas@enterprisecommunity.org

**Schedule**
- RFP Release: October 25, 2019
- RFP Responses Due: November 22, 2019 – 11:59 PM
- RFP Selection: December 2019
- Project Completion and Tracker Launch: April 2020

**Conflict of Interest**
The applicant must disclose, in an attachment to the proposal, any possible conflicts of interest that may result from the award of the contract or the services provided under the contract. Except as otherwise disclosed in the proposal, the applicant affirms that to the best of its knowledge there exists no actual or potential conflict between the applicant, the applicant’s
employees or their families’ business or financial interests (“interests”) and the services provided under the contract. In the event of any change in either interests or the services provided under the contract, the applicant will inform Enterprise regarding possible conflicts of interest, which may arise as a result of such change and agrees that all conflicts shall be resolved to Enterprise’s satisfaction or the applicant may be disqualified from consideration under this RFP. “Conflict of interest” shall include, but not be limited to the following:

1. Giving or offering a gratuity, kickback, money, gift, or anything of value to an Enterprise official, officer, or employee with the intent of receiving a contract from Enterprise or favorable treatment under a contract;
2. Having or acquiring at any point during the RFP process or during the term of the contract, any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with applicant’s performance of its duties and responsibilities to Enterprise under the contract or otherwise create the appearance of impropriety with respect to the award or performance of the contract; or
3. Currently possessing or accepting during the RFP process or the term of the contract anything of value based on an understanding that the actions of the applicant or its affiliates or interests on behalf of Enterprise will be influenced.
STANDARD TERMS & CONDITIONS

1. Confidential Information. “Confidential Information” is information which Enterprise, in its sole determination, regards as confidential or proprietary including, but not limited to: borrower, grantee, or subcontractor/contractor information; information regarding Enterprise’s financial and strategic planning; information regarding Enterprise staffing; and other data, files, and/or other material, whether such information is both tangible and intangible, in writing and orally imparted. Contractor hereby agrees that Contractor shall not disclose or divulge any Confidential Information or any part thereof to any other person or entity or use any Confidential Information for its pecuniary benefit or for any other purpose without the prior written consent of Enterprise. Upon the request of Enterprise, Contractor shall promptly deliver to Enterprise all documents or other materials in its possession, and all copies thereof, constituting or containing Confidential Information. For purposes of this Contract, “Confidential Information” shall not include the following: (1) information which is or becomes publicly available without fault on the part of the party disclosing such information.; (2) information which is already in the recipient’s possession prior to the effective date of the Contract and is not otherwise Confidential Information; (3) is independently developed by the recipient outside the scope of this Contract and without references to Confidential Information; (4) is rightfully obtained from third parties, or (5) is demanded by a valid court order or subpoena or disclosure of which is required under applicable law or regulation, provided, however, that the party served (“Party Served”) with any interrogatory, request for information or documents, subpoena, deposition, civil investigative demand or other process will provide the other party with prompt notice of the requested disclosure, if counsel for the Party Served determines that such notice is permitted by law, so that the other party may seek an appropriate protective order or waive compliance with the provisions of this Contract.

2. Payment. Payments shall not be made without Enterprise’s receipt of a completed W-9 form in accordance with Section 3 below, a Contract signed by all parties and acceptance by Enterprise of the work performed. When submitting invoices, Contractor should use the attached Enterprise Request for Payment form. If Contractor chooses to use Contractor’s own form, each invoice must reference the Contract number, award value and period of performance. Payment will be made within 30 days of receipt of approved invoices containing the aforementioned information. Contractor must also submit all invoices within 60 days of the end of the Contract’s period of performance. Contractor agrees that Enterprise will be under no obligation to pay for any invoice that is not timely submitted and received by Enterprise within the aforementioned 60-day period.

3. W-9 Form / Federal Tax Identification Number. Contractor must provide Enterprise with a signed and completed W-9 Form. Contractor’s name on the W-9 Form must match the name on this Contract, and, the W-9 Form must include Contractor’s Federal Tax Identification number. **PAYMENT WILL NOT BE MADE TO CONTRACTOR WITHOUT ENTERPRISE’S RECEIPT OF A COMPLETED W-9 FORM WHICH COMPLIES WITH THESE REQUIREMENTS.** Payment will be made payable to the name and corresponding Federal Tax Identification number found on the W-9 Form. Contractor agrees to notify Enterprise immediately upon any change of any information submitted on Contractor’s W-9 Form.

4. Ownership of Deliverables. Contractor hereby agrees and acknowledges that all documents and other Deliverables developed or produced by Contractor under this Contract and the copyrights thereto, are the sole and exclusive property of Enterprise. Contractor must not reproduce, publish or otherwise use the work products or any portion thereof, or allow others to reproduce, publish, or otherwise use the work products or any portion thereof, without the prior written permission of Enterprise.

5. Contractor’s Performance. Enterprise expects Contractor to perform in a high quality manner and in accordance with the standards set by this Contract. If the performance of the Scope of Work or Deliverables does not meet the obligations contained in this Contract and its Scope of Work, Enterprise reserves the right to avail itself of all administrative, contractual, legal and equitable remedies, including, but not limited to, reducing or withholding payment to Contractor, canceling the Contract, and hiring another party to complete the Scope of Work. Contractor will be liable to Enterprise for any additional costs incurred by Enterprise if the all or any portion of the Scope of Work is completed by others.

6. Use of Sub-contractors. If Contractor retains a sub-contractor to perform any portion of the Scope of Work, Contractor must first request approval from Enterprise, which shall not be unreasonably withheld.

7. Return of Documents. Contractor must deliver all records, notes, data, memoranda, models and equipment, of any nature, that are in Contractor’s possession or under Contractor's control and that are Enterprise’s property or relate to Enterprise’s business upon Enterprise’s request or upon the completion of this Contract.

8. Right to Audit/Record Retention. Contractor must keep for a minimum of three (3) years from the end date of the period of performance (a) accurate documentation in connection with the Scope of Work to be performed herein, and (b) a legible set of books of account in accordance with generally accepted accounting principles. Contractor's documentation and books of
account shall be open for inspection by Enterprise or its auditors to assure that the work has been properly performed and that funds are being paid in the proper manner for the work performed.

9. **Benefits/Insurance.** Enterprise is not responsible for any fringe benefits or insurance, including, but not limited to, social security, workers’ compensation, state unemployment, federal and state income tax withholdings, retirement, leave benefits, general liability, automobile, and professional liability, for Contractor or employees of Contractor. Contractor assumes full responsibility for the provision of all such insurances and fringe benefits for Contractor and all of Contractor's employees. Contractor maintains, and must maintain throughout the term of this Contract, commercial general liability insurance, automobile insurance (or hired and non-owned coverage on the commercial general liability insurance policy), miscellaneous professional liability insurance and workers’ compensation insurance each in an amount not less than $1,000,000.00 (except that the coverage for workers’ compensation shall be in accordance with statutory requirements) to cover its activities under this Contract. Contractor must name Enterprise as an “Additional Insured” on its commercial general liability insurance and commercial automobile insurance and name Enterprise as “Certificate holder” on its workers’ compensation coverage. Within 48 hours of Enterprise’s request, Contractor must provide Enterprise with a certificate of insurance evidencing Contractor’s compliance with all the foregoing required coverages.

10. **Relationship of the Parties.** Contractor is not an employee, partner, agent of or joint-venturer with Enterprise for any purpose. Contractor is and will remain an independent contractor in its relationship to Enterprise pursuant to this Contract.

11. **Termination.** Either party may terminate this Contract without cause upon the delivery of written notice to the other party in accordance with the terms of this Contract (“Termination”). In such event, the Contract will terminate thirty (30) days after such written notice was received. Any such Termination by either party shall be subject to an equitable adjustment of the Compensation due. Any such Termination by either party shall also be subject to an equitable reimbursement of Compensation paid prior to Termination for future performance rendered impracticable by Termination of the Contract. All obligations which were to be performed as of the date of Termination are discharged but any right based on prior breach of performance survives.

12. **Cancellation.** Upon the occurrence of a breach hereunder, Enterprise may cancel this Contract upon the delivery of written notice to Contractor in accordance with the terms of this Contract (“Cancellation”) and retain any remedy for breach of the whole Contract or any unperformed balance thereof.

13. **Indemnification.**

   (a) **Indemnification by Contractor.** Contractor will indemnify, defend and hold harmless Enterprise and its affiliates, officers, directors, employees, consultants, advisors and representatives (the “Enterprise Parties”) from and against any and all liability to third parties (including, without limit, all related damage, third party claims, demands, costs, judgments, fees, reasonable attorney’s fees or loss), relating to or arising out of any material breach by Contractor of this Contract, or the gross negligence or willful misconduct of Contractor, its affiliates, officers, directors, employees, consultants, advisors or representatives (the “Contractor Parties”).

   (b) **Indemnification by Enterprise.** Enterprise will indemnify, defend and hold harmless Contractor and the Contractor Parties from and against any and all liability to third parties (including, without limit, all related damage, third party claims, demands, costs, judgments, fees, reasonable attorney’s fees or loss), relating to or arising out of any material breach by Enterprise of this Agreement, or the Contract, or the gross negligence or willful misconduct of the Enterprise Parties.

14. **Limitation of Liability.**

   (a) **Limitation on Liability Type.** Except for liability relating to a breach of Section 1 of these Standard Terms and Conditions, or for claims relating to a party’s gross negligence or willful misconduct, in no event will Enterprise or Contractor be liable to the other for any indirect, incidental, special or consequential damages.

   (b) **Limitation on Liability Amount.** Except for liability arising from (i) the indemnification obligations set forth in Section 13 above; (ii) the confidentiality provisions in Section 1 above; or (iii) either of the parties’ gross negligence or willful misconduct, the aggregate liability of Enterprise and of Contractor arising in connection with this Contract, however caused, and on any theory of liability, including without limitation contract, strict liability, negligence and/or other tort, shall in no event exceed the Contract Amount that has been paid or payable to Contractor by Enterprise during the twelve (12) months immediately preceding the first event giving rise to such liability.

Effective 06/06/2016
15. **Personally Identifiable Information.** Subcontractor represents that it has implemented and maintains reasonable security procedures and practices that are: (i) appropriate to the nature of the Personal Information, as defined under the Maryland Personal Information Protection Act disclosed under this Contract; and (ii) reasonably designed to help protect the Personally Identifiable Information from unauthorized access, use, modification, disclosure, or destruction.

16. **Amendment.** Any Amendment to the provisions of this Contract must be in writing and executed by both parties. Administrative changes or corrections that do not affect the rights and obligations of Contractor may be made unilaterally by Enterprise with notice to, but without consent of, Contractor.

17. **Delegation; Assignment.** Contractor shall not delegate any duties or assign any rights under this Contract without the prior written approval of Enterprise. A delegation of performance will not relieve Contractor of any duty to perform or any liability for breach of this Contract.

18. **Governing Law; Venue.** This Contract must be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of Maryland exclusive of its conflicts of law rules. Contractor agrees that any litigation must be brought and prosecuted in any District or Circuit Court of Maryland, as appropriate, or Federal District Court, with venue in the United States Court for the District of Maryland, Baltimore Division and Contractor consents to the in personam jurisdiction of such courts. Contractor irrevocably waives any objection to, and any right of immunity from, the jurisdiction of such courts or the execution of judgments resulting therefrom, on the grounds of venue or the convenience of the forum.

19. **Nonwaiver.** The failure of Enterprise in any instance to insist upon a strict performance of the terms of this Contract or to exercise any option hereunder must not be construed as a waiver or relinquishment for the future of such term or option.

20. **Notice.** Any notice which either party desires to provide the other party under the terms of this Contract must be sufficiently given, in writing and delivered to the party’s address in this Contract or such other address as either party may specify in writing (i) by electronic mail, return receipt requested, or (ii) overnight courier or certified or registered first class mail, return receipt requested and postage prepaid, at such other party’s principal place of business at the address set forth on the Contract. If by electronic mail, delivery shall be deemed effective when sent in accordance with the above provisions. If by overnight courier, delivery shall be deemed effective one (1) business day after dispatch in accordance with the above provisions. If by mail, delivery shall be deemed effective three (3) business days after mailing in accordance with the above provisions.

21. **Authorizing Action, Parties Bound.** The execution, delivery and performance by Contractor are within Contractor’s powers and have been duly authorized by all necessary action. The terms and provisions of this Contract are binding upon the parties hereto, their legal representatives, successors and assigns.

22. **Severability.** If any provision of this Contract or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions of this Contract that can be given effect without the invalid provision, and to this end the other provisions are deemed to be severable.

23. **Entire Contract.** No statement, promises or inducements made by any party hereto, or agent of either party hereto, which is not contained in this Contract, will be valid or binding; and this Contract may not be enlarged, modified or altered except in writing and signed by the parties.