AUSTIN PEAY STATE UNIVERSITY
Procurement Services
505 York Street
P.O. Box 4638
Clarksville, Tennessee 37040
Telephone (931) 221-7573
waltonp@apsu.edu

INVITATION TO BID (ITB) - ELECTONIC

1. FILE NUMBER: ITB 27-003

2. DUE DATE – NO LATER THAN: Wednesday, December 16, 2026, at 4:30 (Central Time).

3. FOR THE PURCHASE OF: APSU Owned Rental Property Management

4. FOR DELIVERY TO: Austin Peay State University, Clarksville, Tennessee

5. I (We) propose to furnish the goods and/or services specified herein, at the price(s) quoted opposite each item listed in this Intent to Bid.

6. It is understood and agreed that this quotation shall constitute an offer to sell which when accepted in writing by Austin Peay State University's Procurement and Contract Services, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and APSU**.**

7. Institution is exempt from state, federal, and local taxes; do not include taxes in quotation. Quote F.O.B., Austin Peay, Clarksville, Tennessee. Minimum terms: Net 30 days. Prepayment not allowed.

8. **IMPORTANT**: This quotation must be manually signed by Seller's person with proper signature authority. Failure to sign and submit **signature** on this document will result in **REJECTION** of your quotation. **Acceptable signatures: Digitally verified & wet (scanned). Not acceptable: Computer generated (Word etc.) Quotation must be received in the Procurement and Contract Services by the designated time or bid will be REJECTED. Electronic bids will be accepted and are encouraged☐.**

9. These prices ☐ will be extended ☐ will not be extended to other state institutions of higher education.

10. If accepted within 30 days of bid opening (above), the undersigned offers and agrees to honor this quotation.

(Name of Corporation, Firm or Person)	(Number of Days to Make Delivery)
(Mailing Address – PO Box or Street)	(Email)
(City, State, ZIP Code)	(Telephone/Fax Numbers)
(Authorized Signature for the Bidder)	(Date Signed)
(Typed or Printed Name and Title of Person Signing)	(F.O.B. Point) Austin Peay State University, Clarksville, TN

QUOTATION CERTIFICATION FORM
THIS FORM MUST BE RETURNED WITH THE INTENT TO BID

I certify that this quotation is not made in connection with any other bidder submitting a quotation for the same commodity(s) and this quotation is in all other respects fair and without collusion, raid or conflict of interest.

I additionally certify, by signature below and submission of this quotation, that neither my principals nor I are presently disbarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

The (Proposer/Bidder/Vendor) certifies, by signature below and submission of this (proposal/bid) that neither I nor my principals are presently disbarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal department or agency.

Pursuant to TCA Code 12-4-120, all solicitations for goods and services must require contractors to be registered with the Department of Revenue for the collection of Tennessee sales and use tax.

Concerning the certification above, if you are unable to certify to any of the statements in that certifications, an explanation must be attached to your quotation.

I further certify that I received, as part of this bid document, Austin Peay's Minimum Bid Terms and Conditions

_____
Authorized Signature for Bidder

Typed Name: _____ Title: _____

TYPE OF BUSINESS: (Check Only One)

☐Agriculture, Forestry or Fishing
☐Mining
☐Construction Services
☐Wholesale Trade
☐Retail Trade
☐Service Industry
☐Manufacturing

ANNUAL SALES: (Check Only One)

☐Less than $499,999
☐$500,000 through $999,999
☐$1,000,000 through $1,499,999
☐$1,500,000 or More

BUSINESS OWNERSHIP: (Check Only One)

☐Non-Minority
☐Government
☐Non-Profit
☐Disabled
☐Service Disable-Veteran
☐Minority*
☐Woman
☐Small
☐Other

OWNERSHIP ETHNICITY (Check Only One)

☐African American
☐Asian American
☐Native American
☐Hispanic American
☐Caucasian
☐Other

*MINORITY OWNERSHIP CLARIFICATION: "Minority-owned business" means a business which is solely owned, or at least 51% of the assets or outstanding stock of which is owned, by an individual who personally manages and controls the daily operations of such business and who is impeded from normal entry into the economic mainstream because of: a) Past practices of discrimination based on race, religion ethnic background or sex;)b A disability defined as a physical impairment that, in the written opinion of a person's licensed physician, substantially limits one or more than five years, (as herein, "major life activities" means caring for oneself, and performing manual task – which includes writing, walking, seeing, hearing, speaking and breathing, (T.C.A. 4-26-102); or c) Past parities or racial discrimination against African Americans (T.C.A. 12-3.802).

MINIMUM GENERAL BID CONDITIONS

1. PREPARATION AND SUBMISSION OF BID.

a. Failure to examine any drawings**,** specifications, or instructions will be at the bidder's risk.

b. BID SUBMITTAL / SIGNATURE: Bid shall give the full name and business address of the bidder. If the bidder is a corporation, the name shall be stated as it is in the corporate charter. Bids must be signed in ink by the bidder's authorized agent. Unsigned bids will be rejected. Bids are to be sealed and the outside of the envelope is to reference the bid number. The person signing the bid must show his title, and if requested by the institution, must furnish satisfactory proof of his or her authority to bind his or her company in contract. Bidder understands that by submitting a bid with an authorized signature, it shall constitute an offer to the institution. Bids must be typewritten or in ink; otherwise they may not be considered. Purchase orders will be issued to the firm name appearing on the bid.

c. Bids are to be received in the location designated on the bid no later than the specified date and time. Late bids will NOT be opened or considered.

d. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent to error and must be initialed in ink by person signing bid.

e. Discounts other than "Time" or "Cash" offered should be deducted from the unit price.

f. Specifications: Reference to available specifications shall be sufficient to make the terms of the specifications binding on the bidder. The use of the name of a manufacturer, or any special brand or make in describing an item does not restrict the bidder to that manufacturer or specific article, unless specifically stated. Comparable products of other manufacturers will be considered if proof of compatibility is contained in the bid. Bidders are required to notify the Institution's ITB Coordinator whenever specifications/procedures are not perceived to be fair and open. All suggestions or objections shall be made in writing and received by the ITB Coordinator at least three (3) working days prior to the bid opening. The articles on which the bids are submitted must be equal or superior to that specified. Informative and Descriptive Literature: The bidder must show brand or trade names of the articles bid, when applicable. It shall be the responsibility of the vendor, including vendors whose product is referenced; to furnish with the bid such specifications, catalog pages, brochures or other data as will provide an adequate basis for determining the quality and functional capabilities of the product offered. Failure to provide this data may be considered valid justification for rejection of bid.

g. Samples: Samples of items when called for, must be furnished free of expense, and if not destroyed will, upon vendor's request within ten (10) days of bid opening, be returned at the bidder's expense. Each sample must be labeled with the bidder's name, manufacturer's brand name and number, bid number and item reference.

h. Time of Performance: The number of calendar days in which delivery is to be made after receipt of order shall be stated in the bid and may be a factor in making an award, price notwithstanding. If no delivery time is stated in the bid, bidder agrees that delivery is to be made within two weeks (10 business days) of order.

i. Transportation and delivery charges should be included in the price and be fully prepaid by the vendor to the destination specified in the bid. Bid prices shall include delivery of all items F.O.B. destination.

j. New materials and supplies must be delivered unless otherwise specifically stated in the bid.

k. Alternate/multiple bids will not be considered unless specifically called for in the bid.

l. Bond requirements. The institution reserves the right to require that the selected vendor post a performance and/or payment bond in such amount as deemed reasonable by the institution. Any bond requirement should be included in the bid, itemized separately.

m. Only bids submitted on bid forms furnished by the Institution will be considered, except that the Institution reserves the right to consider telephone, faxed or electronically submitted bids for purchases totaling less than $50,000 if received by the deadline and confirmed in writing within five (5) days on Institution forms.

n. By signing this bid where indicated, the bidder agrees to strictly abide by all state and federal statutes and regulations. The bidder further certifies that this bid is made without collusion or fraud.

o. Failure to Bid/Error in Bid. Failure to bid without advising the Institution that future invitations for bids are desirable may result in removal from Institution's bidders' list covering this category of items. In case of error in the extension of prices in the bid, the unit price will govern. Late bids will NOT be opened or considered. Bidders are cautioned to verify their bids before submission, as amendments received after the bid deadline will not be considered. No bid shall be altered, amended or withdrawn after opening. After bid opening, a bidder may withdraw a bid only when there is obvious clerical error such as a misplaced decimal point, or when enforcement of the bid would impose unconscionable hardship due to an error in the bid resulting in a quotation substantially below the other bids received. Bid withdrawals will be considered only upon written request of the bidder.

2. INSPECTION. If applicable, all bids will be publicly opened and are subject to public inspection after the award. Bidders may be present at bid opening.

3. **ACCEPTANCE AND AWARD.** The Institution reserves the right to reject any and all bids and to waive any informality in bids and, unless otherwise specified by the bidder to accept any item in the bid. Action to reject all bids shall be taken for unreasonably high prices, errors in the bid documents, cessation of need, unavailability of funds, or any other reason approved by the Tennessee Board of Regents.

a Award will be made to the responsive and responsible bidder proposing the highest percentage of Gross Rental Revenue remitted to APSU.

b. The Institution reserves the right to order up to 10% more or less than the quantity listed in the bid.

c. If a bidder fails to state a time within which a bid must be accepted, it is understood and agreed that the Institution shall have sixty (60) days to accept.

d. A written purchase order mailed or otherwise furnished, to the successful bidder within the time period specified in the bid results in a binding contract without further action by either party. The contract may not be assigned without written Institution consent.

e. If the appropriate space is marked on the bid, other state institutions of higher education may purchase off the contract during the same period as the Institution.

4. **DISCOUNT PERIOD.** Time in connection with discount offered will be computed from the date of delivery at destination, or from the date correct invoices are received, whichever is later.

5. **DEFAULT OF SELECTED VENDOR.** In case of vendor default, the Institution may procure the articles or services from other sources and hold the defaulting vendor responsible for any resulting cost.

6. **INSPECTION OF PURCHASES.** Articles received which are not equivalent will not be accepted and will be picked up by the vendor or returned to vendor, shipping charges collect. Institution shall have a reasonable period in which to inspect and accept or reject materials without liability. If necessity requires Institution to use nonconforming materials, an appropriate reduction in payment may be made.

7. **TAXES.** Institution is tax exempt; do not include taxes in quotation. Vendors making improvements or additions to, or performing repair work on real property for Institution are liable for any applicable sales or use tax on tangible personal property used in connection with the contract or furnished to vendors by the state for use under the contract.

8. **NONDISCRIMINATION.** The Institution and bidder agree to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Executive Order 11,246, the Americans with Disabilities Act of 1990 and the related regulations to each. Each party assures that it will not discriminate against any individual including, but not limited to employees or applicants for employment and/or students, because of race, religion, creed, color, sex, age, disability, veteran status or national origin.

9. **PROHIBITIONS/NO VENDOR CONTRACT FORM/TENNESSEE LAW/AUDIT.** Acceptance of gifts from vendors is prohibited. TCA §12-3-106. Bidding by state employees is prohibited. TCA §12-4-103. The bidder warrants that no part of the total contract amount shall be paid directly or indirectly to any officer or employee of the State of Tennessee. The contract documents for purchase under this bid request shall consist of the successful bidder's bid and the Institution's purchase order. **Bidders may not require any other written contract terms or conditions, nor may any other terms and conditions be imposed by means of subsequent documents, such as invoices, warranty agreements, license agreements, etc. Should the bidder request exceptions to terms and conditions and/or those proposed by the bidder vary from the bid and Institution Policies and Guidelines, Institution may render the bid unresponsive and subject the bid to rejection. The contract shall be governed by Tennessee law.** For all awards other than for a firm, fixed price, vendor shall maintain books and records for a period of three (3) years from final payment, and these records shall be subject to audit by the State.

10. **PURCHASING POLICIES/BID PROTESTS.** This bid request and any award made hereunder are subject to the policies and guidelines of Institution (available upon request). Bid protest procedures are available at: www.apsu.edu/procurement.

11. **ILLEGAL IMMIGRANTS.** By acceptance of this Contract, Contractor is attesting that it will not knowingly utilize the services of illegal immigrants and will not knowingly utilize the services of any subcontractor that does so in delivery of the goods/services under this order. If Contractor is discovered to have breached this attestation, it shall be prohibited from supplying goods/services or submitting a bid to any LGI institution or other state entity for a period of one (1) year from the date of discovery of the breach. Contractor may appeal the one (1) year by utilizing an appeals process in the Rules of Finance and Administration, 0620.

12. **SALES AND USE TAX.** Before the Purchase Order/Contract resulting from this RFP is signed, the apparent successful bidder must be registered or exempted from registration with the Department of Revenue for the collection of Tennessee sales and use tax. The State shall not approve a contract unless the Proposer provides proof of such registration or exemption. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation.

13. **IRAN DIVESTMENT.** By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Seller is not on the list created pursuant to § Tenn. Code Ann. § 12-12-106

14. **TENNESSEE PROCUREMENT PROTECTION ACT:** Pursuant to the Tennessee Procurement Protection Act, Tenn. Code Ann. § 4-56-201 et seq., the Contractor shall comply with all applicable provisions of the Act throughout the term of any resulting contract. The Contractor certifies that it is not prohibited from contracting with the State of Tennessee or its political subdivisions under applicable law and that all information provided in response to this solicitation is true and accurate.

LOCAL BUSINESS PRESENCE AND COMMUNITY ENGAGEMENT

Austin Peay State University is interested in understanding the local business presence and community engagement of companies responding to this solicitation.

Proposers are requested to provide the following information:

1. Is your company currently a member in good standing of the Clarksville Area Chamber of Commerce?

☐ Yes
☐ No

2. Does your company maintain a business office, branch location, or other established business presence in Montgomery County, Tennessee?

☐ Yes
☐ No

3. Does your company employ personnel who reside in or regularly work within Montgomery County, Tennessee and who may support services provided under any resulting contract?

☐ Yes
☐ No

If you answered “No” to Question 1, please find information on becoming a member of the Clarksville Area Chamber of Commerce here: https://www.clarksvillechamber.com/

If you answered "Yes" to Questions 2 or 3, please provide a brief description of your company's local presence, including office locations, number of local employees, and the anticipated role of local personnel in supporting this contract.

SCHEDULE OF EVENTS

The following Schedule of Events represents the Institution's best estimate of the schedule that will be followed. Unless otherwise specified, the time of day for the following events will be between 8:00 a.m. and 4:30 p.m., (CST).

NOTICE: The Institution reserves the right, at its sole discretion, to adjust this schedule, as it deems necessary. The Institution will communicate any adjustment to the Schedule of Events to the potential Bidders.

EVENT	TIME	DATE (all dates are Institution business days)
1. Institution Issues ITB 27-003		**Monday, October 26, 2026**
2. Site Visit of Properties and Pre-Proposal ~~Meeting~~	**TBD**	~~**Wednesday, November 18, 2026**~~ **By appointment only waltonp@apsu.edu**
3. Written Questions/Comments Deadline	**4:30 pm**	**Wednesday, December 2, 2026**
4. Institution Responds to Written/Comments Questions and any amendments - **POSTED** **https://www.apsu.edu/procurement/vendors/bids/index.php** **ONLINE ONLY**	**4:30 pm**	**Wednesday, December 9, 2026**
5. Bid Deadline – 505 York Street Clarksville, TN 37040 – hard copy Electronic bids – waltonp@apsu.edu Please ensure "ITB 27-003" is marked on all communications. **There will be no public bid openings.**	**4:30 pm**	**Wednesday, December 16, 2026**
6. Award		**Wednesday, December 23, 2026**
7. Open Inspection of Records Period Begins	**4:30 pm**	**Wednesday, December 23, 2026**
8. Open Inspection of Records Period Ends	**4:30 pm**	**Thursday, December 31, 2026**
9. Certificate of Insurance	**4:30 pm**	**Wednesday, January 6, 2027**
10. Anticipated Contract Start Date		**Wednesday, January 6, 2027**

2 INTRODUCTION

2.1 Scope of Service, Agreement Period, and Required Terms and Conditions

Successful vendor shall furnish APSU rental property management services.

2.2 ITB Communications

2.2.1 Unauthorized contact regarding this ITB with employees or officials of the Institution other than the ITB Coordinator named below may result in disqualification from this procurement process.

2.2.2 Interested Parties must direct all communications regarding this ITB to the following who is the Institutions only official point of contact for this ITB.

Patricia Walton, Director – Bid Coordinator
PO Box 4638
Clarksville, TN 37044
931-221-7573
waltonp@apsu.edu

2.2.3 The Institution has assigned the following ITB identification number that must be referenced in all communications regarding the ITB 27-003.

2.2.4 Any oral communications shall be considered unofficial and non-binding with regard to this ITB**.**

2.3 Written Questions/Answer Period

A question and answer period deadline is in the ITB Section 1, Schedule of Events. The purpose of the written question/answer period is to allow Bidders to submit any questions they may have in regard to the scope of services requested. To ensure accurate, consistent responses to all known potential Bidders, the official response to questions will be issued by the Institution on the date in the ITB Section 1, Schedule of Events.

3 GENERAL REQUIREMENTS & CONTRACT INFORMATION

3.1 The Institution reserves the right, at its sole discretion, to waive a Quotation's variances from full compliance with this ITB. If the Institution waives minor variances in a Quotation, such waiver shall not modify the ITB requirements or excuse the Proposer from full compliance with the ITB.

3.2 Assignment and Subcontracting

3.2.1 The Proposer awarded a contract pursuant to this ITB may not subcontract, transfer, or assign any portion of the Contract.

3.3 Right to Refuse Personnel

At its sole discretion, the Institution reserves the right to refuse any personnel, of the prime contractor for use in the performance of a contract pursuant to this ITB.

3.4 Insurance

Successful Proposer must provide and maintain a commercial general liability policy. The policy shall provide coverage which includes, but is not limited to, bodily injury, personal injury, death, property damage and medical claims, with minimum limits of $1,000,000 per occurrence, $3,000,000 in the aggregate. The Proposer shall maintain workers' compensation coverage or a self-insured program as required under Tennessee law, with Employer's Liability Limits of $100,000. The Proposer shall deliver to the Institution a certificate of insurance no later than the effective date of the Order. If any policy providing insurance required by the Contract is cancelled prior to the policy expiration date, the Proposer, upon receiving a notice of cancellation, shall give immediate notice to the Institution.

The enumeration in the Contract or in this document of the kinds and amounts of liability insurance shall not abridge, diminish or affect the contractor's legal responsibilities for the consequences of accidents arising out of or resulting from the services of the successful bidder under this contract.

Failure to provide evidence of such insurance coverage is a material breach and grounds for termination of the contract negotiations. Any insurance required by the Institution shall be in form and substance acceptable to the Institution.

3.5 Licensure

The apparent successful Proposer must hold all necessary, applicable business and professional licenses. The Institution will require any or all Proposers to submit evidence of proper licensure.

3.6 Financial Stability

The successful Bidder will be required to provide information to the Institution to demonstrate financial stability and capability prior to award of contract.

3.7 Vendor must:

- Be licensed to perform property management services in Tennessee. A copy of the applicable Tennessee license shall be submitted with a bid response.
- Have operated for at least 3 years.
- Manage at least 25 residential units.
- Provide three references.
    - Organization name
    - Contact name
    - Phone number
    - Email address

  APSU reserves the right to contact any reference, current client, former client, tenant, landlord, governmental entity, or other source deemed relevant to verify qualifications and performance history.
- Maintain an office within 75 miles of Clarksville.

3.8 APSU currently has eight (8) rental properties under management. Additional properties may be added or removed throughout the contract term. APSU estimates the portfolio may vary between 5 and 20 properties.

3.9 Contract Cancellation

Either party reserves the right to cancel the contract with a sixty (60) day written notice.

3.10 Contract Term

Contract Term. This Contract shall be effective for the period commencing on a fully executed contract, and ending five (5) years thereafter. The Institution reserves the right to renew the contract for an additional five (5) year period. The Institution shall have no obligation for services rendered by the Contractor which are not performed within the specified period. Revenue contracts may not have a contract term for a period in excess of one hundred twenty (120) months.

The Institution shall have no obligation for services rendered by Contractor which are not performed within the specified period.

3.11 Monitoring

The Contractor's deliverables and services provided pursuant to this Contract shall be subject to monitoring and evaluation by the Institution, by a duly appointed representative(s). The Contractor shall submit brief, periodic, progress reports to the Institution as requested.

3.12 Severability

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

3.13 Policy and Guideline Compliance This Quotation request and any award made hereunder are subject to the policies and guidelines of the Institution (available upon request).

4. Agreement

4.1. The form of the contract shall be a standard University purchase order referring to this specification and request for quotation.

4.2 Entering into this agreement, APSU does not agree or imply that there will be any specific amount of work requested.

ATTACHMENT A

CONTRACT
BY AND BETWEEN
AUSTIN PEAY STATE UNIVERSITY
AND
[CONTRACTOR NAME]

This Contract is entered into this __ day of _____, 20__ by and between Austin Peay State University (hereinafter referred to as the "Institution") and [CONTRACTOR LEGAL ENTITY NAME], (hereinafter referred to as the "Contractor"), is for the purpose of providing rental property management services for university-owed residential properties, as further defined in the "SCOPE OF SERVICES".

The Contractor is [AN INDIVIDUAL / A FOR-PROFIT CORPORATION / A NONPROFIT CORPORATION / A SPECIAL PURPOSE CORPORATION OR ASSOCIATION / A FRATERNAL OR PATRIOTIC ORGANIZATION / A PARTNERSHIP / A JOINT VENTURE / A LIMITED LIABILITY COMPANY] with its principal location being:

[ADDRESS]

The Contractor's place of incorporation or organization is [STATE OF ORGANIZATION].

A. SCOPE OF SERVICES:

A.1. Contractor will provide rental property management services for university-owed residential properties as further defined in Attachment B.

A.2. Added if Contract agrees to open award to other state entities. Extension of the Award: Any organization (third-party entity) may purchase under this agreement, including other universities, local government agencies, and state-government agencies (located in any state within the United States). The third-party entity may negotiate its own terms with the supplier.

B. CONTRACT TERM:

B.1. Contract Term. The Contract shall be effective for the period commencing upon a fully executed contract and ending five (5) years thereafter. The Institution shall have no obligation for services rendered by Contractor which are not performed within the specified period.

B.2. Term Extension. The Institution reserves the right to extend this Contract for an additional period of no more than five (5) years, provided that the Institution notifies the Contractor in writing of its intention to do so at least sixty (60) days prior to the Contract expiration date. An extension of the term of this Contract will be affected through an amendment to the Contract.

C. MONETARY TERMS AND CONDITIONS:

C.1. Contractor shall remit to APSU the percentage of Gross Rental Revenue proposed in its bid and accepted by APSU.

C.2. Gross Rental Revenue means all rent, late fees, pet fees, application fees, and other tenant-generated revenue collected by the Contractor on behalf of APSU.

C.3. Within ten (10) days following the first day of each monthly accounting period, Contractor shall submit to Institution a detailed operating statement indicating gross and net revenue. Revenue payment shall be submitted in a manner agreed upon by the Institution Contractor.

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

D. STANDARD TERMS AND CONDITIONS:

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

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

D.3. Ethnicity. This Contract shall not be executed until the Contractor has completed the Minority/Ethnicity Form.

D.4. Termination for Convenience. The Institution may terminate this Contract, in whole or in part, without cause for any reason. Termination under this Section D. 4 shall not be deemed a Breach of Contract by the Institution. The Institution shall give the Contractor at least sixty (60) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the Institution 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 based upon such termination.

D.5. Termination for Cause. If the Contractor fails to perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any term of this Contract, the Institution shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services; provided, however, Institution shall have the option to give Contractor written notice and a specified period of time in which to cure. Notwithstanding the above, the Contractor shall not be relieved of liability to the Institution for damages sustained by virtue of any breach of this Contract by the Contractor.

D.6. 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 Institution. If such subcontracts are approved by the Institution, they shall contain, at a minimum, sections of this Contract pertaining to "Conflicts of Interest" and "Nondiscrimination". Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.

D.7. 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.

D.8. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, veteran status, national origin, or any other classification protected by Federal, or 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.9. Records. The Contractor shall maintain documentation for all charges against the Institution 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 Institution, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles. The University reserves the right to inspect and audit all records pertaining to rent collections, tenant deposits, maintenance expenses, and financial reports generated under this contract.

D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the Institution, the Comptroller of the Treasury, or their duly appointed representatives.

D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the Institution as requested.

D.12. 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.13. 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 the 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 Institution, agrees to carry public liability insurance, issued by a carrier licensed to do business in the State of Tennessee, in the amount of at least one million dollars per occurrence, with an endorsement naming the Institution as an additional insured under the policy, and any other forms of insurance required by law, including, but not limited to workers compensation insurance. The Contractor shall provide proof of all insurance required under this section prior to execution of this Contract. Contractor shall pay applicable taxes incident to this Contract.

D.14. Institution Liability. The Institution shall have no liability except as specifically provided in this Contract.

D.15. 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, acts of God, riots, wars, epidemics or any other similar cause.

D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations, including Institution policies and guidelines in the performance of this Contract.

D.17. 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 Tennessee Claims Commission in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the Institution 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.18. Severability. If any terms or 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.19. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. ADDITIONAL TERMS AND CONDITIONS:

E.1. Communications and Contacts.
The Institution:

Patricia Walton, Director of Procurement Services
Lois Culwell, Assistant Director of Procurement Services
Austin Peay State University
PO Box 4638
Clarksville, TN 37044
Voice: 931-221-7573 or 931-221-7032
Email: waltonp@apsu.edu or culwelll@apsu.edu

The Contractor:

[NAME AND TITLE OF CONTRACTOR CONTACT PERSON]

[CONTRACTOR NAME]
[ADDRESS]
[TELEPHONE NUMBER]
[EMAIL]

All instructions, notices, consents, demands, or other communications shall be sent in a manner that verifies proof of delivery. Any communication by facsimile transmission shall also be sent by United States mail on the same date as the facsimile transmission. All communications which relate to any changes to the Contract shall not be considered effective until agreed to, in writing, by both parties.

E.2. 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 Institution reserves the right to terminate the Contract upon written notice to the Contractor. Termination under this Section E.2 shall not be deemed a breach of Contract by the Institution. 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 Institution any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

E.3. Breach. A party shall be deemed to have breached the Contract if any of the following occurs (However, this list is not exclusive: failure to perform in accordance with any term or provision of the Contract; partial performance of any term or provision of the Contract; any act prohibited or restricted by the Contract; or, violation of any warranty.

For purposes of this Contract, these items shall hereinafter be referred to as a "Breach."

a. Contractor Breach— Institution shall notify Contractor in writing of a Breach.

(1) In event of a Breach by Contractor, the Institution shall have available the remedy of actual damages and any other remedy available at law or equity.

(2) Partial Default— In the event of a Breach, the Institution may declare a Partial Default. In which case, the Institution shall provide the Contractor written notice of: (1) the date which Contractor shall terminate providing the service associated with the Breach; and (2) the date the Institution will begin to provide the service associated with the Breach. Notwithstanding the foregoing, the Institution may revise the time periods contained in the notice written to the Contractor.

In the event the Institution declares a Partial Default, the Institution may withhold, together with any other damages associated with the Breach, from the amounts due the Contractor the greater of: (1) amounts which would be paid the Contractor to provide the defaulted service; or (2) the cost to the Institution of providing the defaulted service, whether said service is provided by the Institution or a third party. To determine the amount the Contractor is being paid for any particular service, the Institution shall be entitled to receive within five (5) days of any request, pertinent material from Contractor. The Institution shall make the final and binding determination of the amount.

Upon Partial Default, the Contractor shall have no right to recover from the Institution any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount. Contractor agrees to cooperate fully with the Institution in the event a Partial Default is declared.

b. Institution Breach— In the event of a Breach of contract by the Institution, the Contractor shall notify the Institution in writing within 30 days of any Breach of contract by the Institution. The notice shall contain a description of the Breach. In the event of Breach by the Institution, the Contractor may avail itself of any remedy available in the Claims Commission; provided, however, failure by the Contractor to give the Institution written notice and opportunity to cure as described herein operates as a waiver of the Institution's Breach. Failure by the Contractor to file a claim before the Claims Commission within one (1) year of the written notice of Breach shall operate as a waiver of the claim

in its entirety. It is agreed by the parties this provision establishes a contractual period of limitations for any claim brought by the Contractor.

E.4. Copyrights and Patents/Institution Ownership of Work Products. Contractor grants Institution a world-wide, perpetual, non-exclusive, irrevocable, fully paid up license to use any proprietary software products delivered under this Contract. The Institution shall have royalty-free and unlimited rights to use, disclose, reproduce, or publish, for any purpose whatsoever, as well as share in any financial benefits derived from the commercial exploitation of all work products created, designed, developed, or derived from the services provided under this Contract. The Institution shall have the right to copy, distribute, modify and use any training materials delivered under this Contract for internal purposes only.

The Contractor agrees to indemnify and hold harmless the Institution as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the Institution for infringement of any third party's intellectual property rights, including but not limited to, any alleged patent or copyright violations. The Institution shall give the Contractor written notice of any such claim or suit and full right and opportunity to conduct the Contractor's own defense thereof. In any such action brought against the Institution, the Contractor shall take all reasonable steps to secure a license for Institution to continue to use the alleged infringing product or, in the alternative, shall find or develop a reasonable, non-infringing alternative to satisfy the requirements of this Contract.

The Contractor further agrees that it shall be liable for the reasonable fees of attorneys for the Institution in the event such service is necessitated to enforce the obligations of the Contractor to the Institution.

E.5. Insurance. The Contractor shall maintain a commercial general liability policy. The commercial general liability policy shall provide coverage which includes, but is not limited to, bodily injury, personal injury, death, property damage and medical claims, with minimum limits of $1,000,000 per occurrence, $3,000,000 in the aggregate. The Contractor shall maintain workers' compensation coverage or a self-insured program as required under Tennessee law. The Contractor shall deliver to the Institution both certificates of insurance no later than the effective date of the Contract. If any policy providing insurance required by the Contract is cancelled prior to the policy expiration date, the Contractor, upon receiving a notice of cancellation, shall give immediate notice to the Institution.

The enumeration in the Contract of the kinds and amounts of liability insurance shall not abridge, diminish or affect the Contractor's legal responsibilities arising out of or resulting from the services under this Contract.

E.6. Performance Bond. Intentionally Deleted.

E.7. Competitive Procurements. If this Contract provides for reimbursement of the cost of goods, materials, supplies, equipment, or services, such procurements shall be made on a competitive basis, when practical.

E.8. Inventory/Equipment Control. No equipment shall be purchased under this Contract.

E.9. Institution Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the Institution for the Contractor's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the Institution in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the Institution for the residual value of the property at the time of loss.

E.10. Contract Documents. Included in this Contract by reference are the following documents:

a. This Contract document and its attachments
b. The Invitation to Bid (ITB) 27-003 and its associated amendments
c. The Contractor's Proposal dated _____

In the event of a discrepancy or ambiguity regarding the interpretation of this Contract, these documents shall govern in order of precedence as listed above.

E.11. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with the Institution hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed.

E.12. Hold Harmless. The Contractor agrees to indemnify and hold harmless the Institution as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person (including Institution), firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the Institution in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the Institution.

In the event of any such suit or claim, the Institution shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof and shall provide all assistance required by the Institution in the Institution's defense. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the Institution in any legal matter, such rights being governed by ***Tennessee Code Annotated***, Section 8-6-106.

E.13. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it and its principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or state department or agency;
b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining attempting to obtain, or performing a public (Federal, State, or Local) transaction or grant under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses listed in section b. of this certification; and
d. have not within a three (3) year period preceding this Contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.

E.14. Prohibition on Hiring Illegal Immigrants. T.C.A. § 12-3-309 prohibits State entities from contracting to acquire goods or services from any person who knowingly utilize the service of illegal immigrants in the performance of a contract or who knowingly utilize the services of any subcontractor, if permitted under the contract, who will utilize the services of illegal immigrants in the performance of the contract. By signing this Contract, the Contactor attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of illegal immigrants in the performance of the Contract and will not knowingly utilize the services of any subcontractor, if permitted under the Contract, who will utilize the services of illegal immigrants in the performance of the Contract.

If Contractor is discovered to have breached the Attestation, the Commissioner of Finance and Administration shall declare that the Contractor shall be prohibited from contracting or submitting a bid to any other state entity for a period of one (1) year from the date of discovery of the breach. Contractor may appeal the one (1) year by utilizing an appeals process in the Rules of Finance and Administration, Chapter 0620.

E.15. Red Flags and Identity Theft. Intentionally Deleted.

E.16. Sales and Use Tax. The Contractor attests that it has registered with, or have received an exemption from, the Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this Contract. The Contractor shall comply, and shall require any subcontractor to comply, with all laws and regulations governing the remittance of sales and use taxes on the sale of goods and services made by the Contractor, or the Contractor's subcontractor.

E.17. Data Privacy and Security. Data Privacy. "Personal Information" means information provided to Contractor by or at the direction of Institution, or to which access was provided to Contractor by or at the direction of Institution, in the course of Contractor's performance under this Contract that: (i) identifies or can be used to identify an individual (including , without limitation , names, signatures, addresses, telephone numbers, e-mail addresses and other unique identifiers); or (ii) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, financial account numbers, credit report information, biometric or health data, answers to security questions and other personal identifiers.

Contractor represents and warrants that its collection, access, use, storage, disposal and disclosure of Personal Information complies with all applicable international, federal and state privacy and data protection laws, including without limitation, the Gramm-Leach-Bliley Act ("GLBA"); the Health Information Portability and Accountability Act ("HIPAA");the Family Educational Rights and Privacy Act ("FERPA") of 1974 (20 U.S.C.1232g), the FTC's Red Flag Rules, as amended, together with regulations promulgated thereunder .

Contractor agrees that any Personal Information of students provided to the Contractor under this Contract shall only be used for the specific purposes outlined in this Contract. The Contractor shall not sell, share, or disclose any such personal information of students to any other individual, organization, or entity. The Contractor shall implement and maintain appropriate technical, administrative, and physical safeguards to protect the confidentiality and security of all personal information received under this Agreement. Upon the termination or expiration of the Contract, the Contractor shall securely destroy or return all copies of personal information, as directed by APSU.

Some Personal Information provided by Institution to Contractor is subject to FERPA. Contractor acknowledges that its improper disclosure or re-disclosure of Personal Information covered by FERPA may, under certain circumstances, result in Contractor's exclusion from eligibility to contract with Customer for at least five (5) years and agrees to become a "school official" as defined in the applicable Federal Regulations for the purposes of this Contract.

With respect to any processing of personal data of persons located in, or personal data obtained from within, the European Union (EU), Contractor certifies that it will comply with all applicable laws or regulations related to acceptance, transmission, and/or storage of such personal data as defined by and in accordance with the EU's General Data Protection Regulations ("GDPR"). Contractor will only act on the written instruction of the Institution and will assist the Institution in compliance with GDPR in relation to the security of processing, the notification of personal data breaches, data protection impact assessments, answering data subjects' requests, and allowing data subjects to exercise their rights under the GDPR. Contractor consents to audits and inspections as necessary to ensure compliance with these provisions.
Data Security. Contractor represents and warrants that Contractor will maintain compliance with the SSAE 16 standard, and shall undertake any audits and risk assessments Contractor deems necessary to maintain compliance with SSAE16.

Incident Response. "Security Incident" means any reasonably suspected breach of information security, unauthorized access to any System, server or database, or any other unauthorized access, use, or disclosure of Personal Information or Highly-Sensitive Personal Information occurring on Systems under Contractor's control. Contractor shall: (i) provide Institution with the name and contact information for an employee of Contractor who shall serve as Customer's primary security contact and shall be available to assist Customer twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a Security Incident; (ii) notify Institution of a Security Incident as soon as practicable, but no later than twenty four (24) hours after Contractor becomes aware of it, except where disclosure is prohibited by law; and (iii) notify Institution of any such Security Incident by email to apitsecurity@apsu.edu with a copy by e-mail to Contractor's primary business contact at the Institution.

Contractor shall use best efforts to immediately mitigate or resolve any Security Incident, at Contractor's expense and in accordance with applicable privacy rights, laws, regulations and standards. Contractor shall reimburse Institution for actual costs incurred by Institution in responding to, and mitigating damages caused by, any Security Incident, including all costs of notice and/or remediation incurred under all applicable laws as a result of the Security Incident.

Return of Personal Information. At any time during the term of this Contract, at the Institution's written request or upon the termination or expiration of this Contract, Contractor shall return to the Institution all copies, whether in written, electronic or other form or media, of Confidential, Highly-Sensitive, or Personal Information in its possession, or at Customer's direction, securely dispose of all such copies.

The Contractor shall provide and retain timely, accurate, and comprehensive information such as records and reports that allow Institution to monitor risks. The inventory of reports should include SOC 1, SOC 2, and reports for data breaches.

E.18. Contractor Reporting. The Contractor shall assist with the Institution's state and federal reporting requirements by providing, as requested, a quarterly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, service-disabled veterans, and persons with disabilities. Such reports shall be provided to the Institution in form and substance as required by the Institution.

E.19. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101 et.seq., addressing contracting with persons with investment activities in Iran, shall be a material provision of this Contract. The Contractor agrees, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

E.20. Boycott of Israel. The Contractor certifies that is not currently engaged in and will not for the duration of the contract engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-119. This provision shall not apply to contracts with a total potential value of less than two hundred fifty thousand dollars ($250,000) or to contractors with less than ten (10) employees.

E.21. Service and Software Accessibility Standards. Intentionally Deleted.

E.22. Click-Wrap Agreements. Intentionally Deleted.

E.23. Binding Contract. The Contractor fully understands that this Contract is not binding except and until all appropriate State officials' approvals and signatures have been obtained, and the fully executed document returned to the Contractor.

CONTRACTOR LEGAL ENTITY NAME:	INSTITUTION LEGAL ENTITY NAME:
_____ Signature _____ Name _____ Title _____ Date	_____ Signature _____ Name _____ Title _____ Date

SCOPE OF SERVICE
CONTRACTOR RESPONSIBILITY

The Agent shall provide comprehensive property management services for University-owned residential rental properties. Services shall include, but not be limited to, the following:

1. General Property Management

a. Manage the day-to-day operation of all assigned properties and provide all personnel, resources, and administrative services necessary for the efficient management of the properties.

b. Administer leases, tenant relations, rent collection, maintenance coordination, inspections, and reporting functions in accordance with this Contract.

2. Tenant Screening and Leasing Services

a. Verify employment, previous landlord references, and credit reports, as available, for all prospective tenants.

b. Conduct tenant screening in accordance with applicable federal, state, and local laws and established industry standards.

c. Execute, renew, amend, and terminate leases as authorized by the University.

d. Maintain complete tenant files and supporting documentation throughout the lease term.

3. Financial Management and Accounting

a. Render a monthly accounting of all receipts, charges, and expenses and remit balances due to the University, less authorized Agent fees.

b. Agent's accounting records shall close on the last day of each month, and monthly financial statements shall be provided to the University no later than the fifteenth (15th) day of the following month.

c. Any deficit balance shall be paid within ten (10) days of receipt of the monthly statement.

d. Provide a monthly itemized statement for each property that includes:

- Rent collected
- Property repair expenses
- Agent fees deducted
- Total monthly income
- Other authorized charges or credits

e. For all repair-related expenditures, provide an itemized report identifying:

- Vendor name
- Description of services performed
- Total amount paid

f. **Maintenance Authorization Limits**

The Agent may authorize routine maintenance and repair expenditures up to **$500** per occurrence without prior University approval.

Any non-emergency repair or maintenance expense exceeding $500 shall require prior written approval from the University's designated contract representative.

Contractor shall obtain a minimum of three quotes for any non-emergency repair exceeding **$5,000** unless otherwise authorized in writing by APSU.

In emergency situations involving occupant safety, prevention of further property damage, or restoration of essential services, the Agent may authorize necessary repairs without prior approval. The Agent shall notify the University within one (1) business day and provide documentation of the emergency and related costs.

g. Contractor shall not add markups, commissions, administrative fees, rebates, or other compensation to third-party maintenance invoices unless specifically identified in Attachment C and approved by APSU.

h. Contractor shall provide APSU read-only access to any property management software, accounting platform, or reporting system used to administer APSU-owned properties upon request.

4. Property Inspections

The Agent shall conduct and document property inspections as follows:

a. **Move-In Inspection:** Prior to tenant occupancy, a written inspection report with photographs shall be completed and maintained in the tenant file.

b. **Move-Out Inspection:** Upon tenant vacancy, a written inspection report with photographs shall be completed to document the property's condition and identify damages beyond normal wear and tear.

c. **Annual Inspection:** The Agent shall perform at least one (1) comprehensive inspection of each occupied property annually.

d. **Documentation:** Copies of inspection reports and photographs shall be provided to the University within ten (10) business days following completion.

5. Vacancy Management and Marketing

The Agent shall actively market vacant properties and take reasonable measures to minimize vacancy periods.

a. Advertise vacant properties within three (3) business days of becoming available for lease.

b. Utilize appropriate online listing services, local advertising resources, and other customary residential property marketing methods.

c. Process rental inquiries and applications in a timely manner.

d. Provide monthly updates regarding:

- Vacant properties
- Marketing activities
- Applications received
- Leasing activity
- Anticipated occupancy dates

6. Security Deposits and Tenant Funds

The Agent shall collect, maintain, and account for all tenant security deposits, pet deposits, application fees, and other tenant funds in accordance with applicable Tennessee law and industry standards.

a. Maintain accurate records of all tenant funds received and disbursed.

b. Provide a monthly accounting of all security deposit balances and other tenant-held funds.

c. Upon request, furnish documentation supporting deposit balances and transactions.

d. Coordinate security deposit refunds and damage deductions in accordance with lease terms and applicable law.

e. Ownership of Security Deposits: All tenant security deposits shall remain the property of the University and shall be managed by the Agent in accordance with Tennessee law. The Agent shall maintain records sufficient to identify deposits by tenant and property and shall provide such records upon request.

7. Reporting Requirements

In addition to the financial reporting requirements outlined above, the Agent shall provide a monthly management report no later than the fifteenth (15th) day of the following month.

At a minimum, the report shall include:

a. Occupancy status of all properties.

b. Rent billed and rent collected.

c. Delinquent accounts and collection actions taken.

d. Vacant properties and leasing activity.

e. Maintenance requests received and completed.

f. Outstanding work orders and pending repairs.

g. Security deposit balances.

h. Revenue and expense summary by property.

i. Significant tenant issues, lease violations, evictions, or legal actions.

j. Performance Standards

The Agent shall meet the following minimum service standards:

a. Vacant properties shall be advertised within three (3) business days of becoming available.

b. Rental applications shall be acknowledged within two (2) business days of receipt.

c. Maintenance requests shall be acknowledged within one (1) business day.

d. Emergency maintenance requests shall receive an initial response within four (4) hours.

e. Monthly management reports shall be submitted no later than the fifteenth (15th) day of each month.

f. Annual property inspections shall be completed for one hundred percent (100%) of occupied properties.

8. Contract Management Meetings

The Agent shall participate in quarterly contract review meetings with University representatives.

Meeting topics shall include, at a minimum:

- Occupancy levels
- Leasing activity
- Property condition
- Maintenance performance
- Financial results
- Tenant concerns
- Contract compliance
- Recommendations for improving operations and tenant satisfaction

- The Agent's Contract Manager shall attend all quarterly review meetings unless otherwise approved by the University.

9. Emergency Response

a. Agent shall maintain procedures for responding to emergency maintenance issues on a twenty-four (24) hour, seven (7) day per week basis.

b. Agent shall notify the University as soon as practicable of any emergency condition resulting in substantial property damage, safety concerns, law enforcement involvement, or insurance claims.

10. **Evictions and Legal Proceedings**

a. The Agent shall promptly notify the University of lease violations, non-payment of rent, or other circumstances that may require eviction proceedings.

b. No eviction filing shall occur without prior University approval unless otherwise authorized in writing.

c. The Agent shall coordinate all approved eviction activities and provide status reports throughout the process.

d. Legal fees, court costs, and other eviction-related expenses shall be separately identified and shall not be incurred without University approval.

e. The Agent shall maintain records of all eviction actions and provide documentation upon request.

PROPOSED COST SHEET

ITB 27-003
MANAGEMENT AND RENTAL SERVICES FOR INSTITUTION OWNED PROPERTIES

Evaluation and Award

The Institution intends to award a contract to the responsive and responsible bidder proposing the highest percentage of Gross Rental Revenue remitted to Institution.

Award will be based solely upon the Percentage of Gross Rental Revenue Remitted to APSU.

The fees listed below are requested for informational, audit, accounting, and contract administration purposes only and shall not be considered in the evaluation of bids.

The percentage of gross rental revenue remitted to the Institution shall represent the Contractor's primary compensation for services under this Contract.

Any additional fees, charges, commissions, markups, leasing fees, renewal fees, advertising fees, maintenance coordination fees, or other compensation that may be assessed under the Contract must be fully disclosed in the cost proposal and shall be subject to Institution review and approval.

The Institution reserves the right to reject any bid as non-responsive if undisclosed fees, excessive fees, or fee structures materially diminish the financial benefit of the proposed revenue remittance percentage.

The Institution reserves the right to determine a bid nonresponsive if any additional fees, charges, commissions, markups, or deductions are deemed excessive, unreasonable, or inconsistent with customary property management industry practices.

By submitting a bid, Contractor certifies that all compensation to be received under the contract has been disclosed in Attachment C. No additional compensation shall be charged unless approved in writing by APSU.

Institution Owned Properties

Property Address	Unit Type
738 Robb Avenue - Apartment A	Multifamily Unit
738 Robb Avenue - Apartment B	Multifamily Unit
740 Robb Avenue - Apartment A	Multifamily Unit
740 Robb Avenue - Apartment B	Multifamily Unit
748 Robb Avenue	Single Family Residence
802 Parham Drive	Single Family Residence
223 Forbes Avenue	Single Family Residence
745 Beech Street	Single Family Residence

Cost Item Description	Year 1	Year 2	Year 3	Year 4	Year 5
Percentage of Gross Monthly Rental Revenue Remitted to APSU (%)					
New Tenant Placement Fee					
Lease Renewal Fee					
Vacancy Advertising Fee					
Eviction Administration Fee					
Maintenance Coordination Fee					
After-Hours Emergency Call Fee Other Fees (attach schedule if necessary)					

All fees, charges, and commissions that may be assessed under this contract shall be disclosed in Attachment C. Any fee not disclosed and accepted by APSU shall not be charged during the contract term without written approval from the Institution.

All tenant security deposits remain the property of APSU and shall be maintained in accordance with Tennessee law.