



TENNESSEE HOUSING DEVELOPMENT AGENCY

**REQUEST FOR PROPOSALS
FOR
SECTION 8 CONTRACT ADMINISTRATION SOFTWARE**

RFP # 31620-00544

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1. INTRODUCTION

Tennessee Housing Development Agency, hereinafter referred to as "THDA," issues this Request for Proposals (RFP) to define minimum contract requirements; solicit responses; detail response requirements; and, outline THDA's process for evaluating responses and selecting a contractor to provide the needed goods or services.

Through this RFP, THDA seeks to procure necessary goods or services at the most favorable, competitive prices and to give ALL qualified respondents, including those that are owned by minorities, women, service-disabled veterans, persons with disabilities and small business enterprises, an opportunity to do business with THDA as contractors, subcontractors or suppliers.

1.1. Statement of Procurement Purpose-

1.1 Statement of Purpose

The purpose of this Request for Proposals (RFP) is solicit bids to upgrade/replace the current system.

The State of Tennessee, Tennessee Housing Development Agency, hereinafter referred to as THDA, intends to secure a contract for a Section 8 Contract Administration Tracking, Reporting, and Invoicing System. This system will support this agency in the business function of administering a performance based Annual Contributions Contract (ACC) between the U. S. Department of Housing and Urban Development (HUD) and Tennessee Housing Development Agency (THDA). The ACC includes incentive based performance standards (IBPS) and other contract requirements that include various forms of processing, monitoring, performing, and/or reporting. The system will provide a means of tracking and reporting each of the IBPS standards and other contract requirements as well as a means of determining attainment of Acceptable Quality Levels (AQL) for earning administrative fees associated with performance under the ACC. Other primary reasons for securing a computer system are to:

- Reduce error rates in documenting dates and performance outcomes
- Reduce staff time necessary to track progress and generate monthly reports
- Reduce staff time necessary to calculate earned administrative fees and generate monthly invoices
- Reduce error rates in determining administrative fees
- Provide better and more historical information
- Provide staff with collective property data associated with any IBPS performed
- Provide means for users to generate reports for performance monitoring
- Provide means for users to generate ad hoc reports as requested by HUD
- Provide other divisions of THDA with statistical data necessary for Civil Rights compliance
- Eliminate the use of spreadsheets and a time-consuming manual system of tracking, invoicing, and reporting
- Allow time efficient means of meeting monthly, quarterly, and annual performance deadlines
- Provide workflow of operations

THDA is Tennessee's housing development agency. A major responsibility of THDA is the HUD Section 8 Contract Administration program. In May 1999, the U.S. Department of Housing and Urban Development issued a Request for Proposals for Administration of Project-Based Section 8 Housing Assistance Payments Contracts. Eligible respondents to the HUD RFP were Public Housing Agencies that had a minimum geographic jurisdiction of one entire state area. HUD awarded the Annual Contributions Contract (ACC) to THDA in August 2000. The ACC went into effect on December 1, 2000 with the assignment of over 300 Section 8 Housing Assistance Payments contracts on properties located throughout the State of Tennessee. The ACC is currently operating in the Eighth Amendment of the term. This program is 100% federally funded.

The ACC is a performance-based contract and the first of its kind ever issued by HUD. Under the ACC, THDA provides contract administration services for dwelling units in the service area receiving project-based assistance under Section 8. The primary objectives of THDA's responsibilities under the ACC are to: 1) Calculate and pay Section 8 rental subsidies correctly; 2) Administer project-based Section 8 HAP contracts consistently; and, 3) Enforce owner obligations to provide decent housing for eligible families. Section 8 Housing Assistance Payments (HAP) contracts are between HUD and property owners and contain requirements that owners must meet in order to receive rental subsidy for low-income residents

of the properties. To address the three primary objectives and to earn administrative fees that are used to support the responsible THDA division, THDA must perform eight (8) core tasks for HUD, which include: 1) conduct management and occupancy reviews; 2) process rental adjustments; 3) review, verify, and authorize monthly section 8 vouchers; 4.) respond to life-threatening health and safety issues; 5) respond to respond to non-life threatening health and safety issues; 6) submit audits of the PHA's financial condition; 7) renew expiring HAP contracts; 8) fulfill the general reporting requirements. To carry out these eight (8) core tasks HUD established Incentive Based Performance Standards (IBPS) that have minimum Acceptable Quality Levels (AQL) that must be met in order to earn the administrative fees.

There are two additional performance requirements that are not associated with earning of administrative fees but must be performed, tracked, and reported to HUD. These are processing of special claims and addressing general resident issues.

The ACC may only be amended by HUD and is amended for the purpose of adding or withdrawing Section 8 HAP contracts and/or increasing or decreasing the level of federal budget authority for each Section 8 HAP contract.

The successful bidder will work directly with THDA project staff to establish milestones for implementation and system roll-out with an initial project schedule due within 1 month of the contract signing; furthermore, the new system shall be in production no later than 18 months from the contract signing.

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

The RFP Attachment 6.6., *Pro Forma* Contract details THDA's requirements:

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

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

1.3. Nondiscrimination

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

1.4. RFP Communications

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

RFP # 31620-00544

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

- 1.4.2.1. Prospective Respondents must direct communications concerning this RFP to the following person designated as the Solicitation Coordinator:

Debra Murray
Tennessee Housing Development Agency
Andrew Jackson Building, 502 Deaderick Street, 2nd Floor
Nashville, TN 37243

- 1.4.2.2. Notwithstanding the foregoing, Prospective Respondents may alternatively contact:

- a. staff of the Governor's Office of Diversity Business Enterprise for assistance available to minority-owned, woman-owned, service-disabled veteran-owned, businesses owned by persons with disabilities, and small businesses as well as general, public information relating to this RFP (visit <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/governor-s-office-of-diversity-business-enterprise--godbe--/godbe-general-contacts.html> for contact information); and
- b. the following individual designated by THDA to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and associated federal regulations:

Laura Swanson
Tennessee Housing Development Agency
Andrew Jackson Building
502 Deaderick Street, Third Floor
615-815-2127
lswanson@thda.org

- 1.4.3. Only THDA's official, written responses and communications with Respondents are binding with regard to this RFP. Oral communications between a State official and one or more Respondents are unofficial and non-binding.
- 1.4.4. Potential Respondents must ensure that THDA receives all written questions and comments, including questions and requests for clarification, no later than the Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.4.5. Respondents must assume the risk of the method of dispatching any communication or response to THDA. THDA assumes no responsibility for delays or delivery failures resulting from the Respondent's method of dispatch. Actual or digital "postmarking" of a communication or response to THDA by a specified deadline is not a substitute for THDA's actual receipt of a communication or response.
- 1.4.6. THDA will convey all official responses and communications related to this RFP to the prospective Respondents from whom THDA has received a Notice of Intent to Respond (refer to RFP Section 2).
- 1.4.7. THDA reserves the right to determine, at its sole discretion, the method of conveying official, written responses and communications related to this RFP. Such written communications may be transmitted by mail, hand-delivery, facsimile, electronic mail, Internet posting, or any other

means deemed reasonable by THDA. For internet posting, please refer to the following website: <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/supplier-information-/request-for-proposals--rfp--opportunities.html>.

- 1.4.8. THDA reserves the right to determine, at its sole discretion, the appropriateness and adequacy of responses to written comments, questions, and requests related to this RFP. THDA's official, written responses will constitute an amendment of this RFP.
- 1.4.9. Any data or factual information provided by THDA (in this RFP, an RFP amendment or any other communication relating to this RFP) is for informational purposes only. THDA will make reasonable efforts to ensure the accuracy of such data or information, however it is the Respondent's obligation to independently verify any data or information provided by THDA. THDA expressly disclaims the accuracy or adequacy of any information or data that it provides to prospective Respondents.

1.5. Respondent Required Review & Waiver of Objections

- 1.5.1 Each prospective Respondent must carefully review this RFP, including but not limited to, attachments, the RFP Attachment 6.6., *Pro Forma* Contract, and any amendments, for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively called "questions and comments").
- 1.5.2 Any prospective Respondent having questions and comments concerning this RFP must provide them in writing to THDA no later than the Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.5.3 Protests based on any objection to the RFP shall be considered waived and invalid if the objection has not been brought to the attention of THDA, in writing, by the Written Questions & Comments Deadline.

1.6. Notice of Intent to Respond

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

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

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

1.7. Response Deadline

A Respondent must ensure that THDA receives a response no later than the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events. THDA will not accept late responses, and a Respondent's failure to submit a response before the deadline will result in disqualification of the response. It is the responsibility of the Respondent to ascertain any additional security requirements with respect to packaging and delivery to THDA. Respondents should be mindful of any potential delays due to security screening procedures, weather, or other filing delays whether foreseeable or unforeseeable.

2. RFP SCHEDULE OF EVENTS

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

EVENT	TIME (central time zone)	DATE
1. RFP Issued		Jan 14, 2020
2. Notice of Intent to Respond Deadline	2:00 p.m.	Jan 17, 2020
3. Written "Questions & Comments" Deadline	2:00 p.m.	Jan 21, 2020
4. State Response to Written "Questions & Comments"		Jan 28, 2020
5. Response Deadline	2:00 p.m.	Feb 14, 2020
6. Completion of Technical Response Evaluations (Final Score Dependent on Demonstration)		Feb 20, 2020
7. Schedule and Complete Demonstrations		March 5, 2020
8. State Opening & Scoring of Cost Proposals	2:00 p.m.	March 6, 2020
9. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	March 9, 2020
10. State sends contract to Contractor for signature		March 11, 2020
11. Contractor Signature Deadline	2:00 p.m.	March 16, 2020

2.2. **THDA reserves the right, at its sole discretion, to adjust the RFP Schedule of Events as it deems necessary.** Any adjustment of the Schedule of Events shall constitute an RFP amendment, and THDA will communicate such to prospective Respondents from whom THDA has received a Notice of Intent to Respond (refer to section 2).

3. RESPONSE REQUIREMENTS

3.1. Response Form

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

- 3.1.1. **Technical Response.** RFP Attachment 6.2., Technical Response & Evaluation Guide provides the specific requirements for submitting a response. This guide includes mandatory requirement items, general qualifications and experience items, and technical qualifications, experience, and approach items all of which must be addressed with a written response and, in some instances, additional documentation.

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

- 3.1.1.1. A Respondent must use the RFP Attachment 6.2., Technical Response & Evaluation Guide to organize, reference, and draft the Technical Response by duplicating the attachment, adding appropriate page numbers as required, and using the guide as a table of contents covering the Technical Response.
- 3.1.1.2. A response should be economically prepared, with emphasis on completeness and clarity. A response, as well as any reference material presented, must be written in English and must be written on standard 8 ½" x 11" pages (although oversize exhibits are permissible) and use a 12 point font for text. All response pages must be numbered.
- 3.1.1.3. All information and documentation included in a Technical Response should correspond to or address a specific requirement detailed in the RFP Attachment 6.2., Technical Response & Evaluation Guide. All information must be incorporate into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will not contribute to evaluations.
- 3.1.1.4. THDA may determine a response to be non-responsive and reject it if:
- a. the Respondent fails to organize and properly reference the Technical Response as required by this RFP and the RFP Attachment 6.2., Technical Response & Evaluation Guide; or
 - b. the Technical Response document does not appropriately respond to, address, or meet all of the requirements and response items detailed in the RFP Attachment 6.2., Technical Response & Evaluation Guide.
- 3.1.2. **Cost Proposal.** A Cost Proposal must be recorded on an exact duplicate of the RFP Attachment 6.3., Cost Proposal & Scoring Guide.

NOTICE: If a Respondent fails to submit a cost proposal exactly as required, THDA may deem the response to be non-responsive and reject it.

- 3.1.2.1. A Respondent must only record the proposed cost exactly as required by the RFP Attachment 6.3., Cost Proposal & Scoring Guide and must NOT record any other rates, amounts, or information.

- 3.1.2.2. The proposed cost shall incorporate ALL costs for services under the contract for the total contract period, including any renewals or extensions.
- 3.1.2.3. A Respondent must sign and date the Cost Proposal.
- 3.1.2.4. A Respondent must submit the Cost Proposal to THDA in a sealed package separate from the Technical Response (as detailed in RFP Sections 3.2.3., *et seq.*).

3.2. Response Delivery

- 3.2.1. A Respondent must ensure that both the original Technical Response and Cost Proposal documents meet all form and content requirements, including all required signatures, as detailed within this RFP, as may be amended.
- 3.2.2. A Respondent must submit original Technical Response and Cost Proposal documents and copies as specified below.
 - 3.2.2.1. One (1) original Technical Response paper document labeled:

“RFP # 31620-00544 TECHNICAL RESPONSE ORIGINAL”

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

“RFP # 31620-00544 TECHNICAL RESPONSE COPY”

The digital copies should not include copies of sealed customer references, however any other discrepancy between the paper Technical Response document and any digital copies may result in THDA rejecting the proposal as non-responsive.
 - 3.2.2.2. One (1) original Cost Proposal paper document labeled:

“RFP # 31620-00544 COST PROPOSAL ORIGINAL”

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

“RFP # 31620-00544 COST PROPOSAL COPY”

In the event of a discrepancy between the original Cost Proposal document and the digital copy, the original, signed document will take precedence.
- 3.2.3. A Respondent must separate, seal, package, and label the documents and copies for delivery as follows:
 - 3.2.3.1. The Technical Response original document and digital copies must be placed in a sealed package that is clearly labeled:

“DO NOT OPEN... RFP # 31620-00544 TECHNICAL RESPONSE FROM [RESPONDENT LEGAL ENTITY NAME]”
 - 3.2.3.2. The Cost Proposal original document and digital copy must be placed in a separate, sealed package that is clearly labeled:

**“DO NOT OPEN... RFP # 31620-00544 COST PROPOSAL FROM
[RESPONDENT LEGAL ENTITY NAME]”**

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

**“RFP # 31620-00544 SEALED TECHNICAL RESPONSE & SEALED COST
PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]”**

- 3.2.4. A Respondent must ensure that THDA receives a response no later than the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events at the following address:

Debra Murray
Tennessee Housing Development Agency
Andrew Jackson Building, 502 Deaderick Street, 2nd
Nashville, TN 37243

3.3. Response & Respondent Prohibitions

- 3.3.1. A response must not include alternate contract terms and conditions. If a response contains such terms and conditions, THDA, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.
- 3.3.2. A response must not restrict the rights of THDA or otherwise qualify either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal. If a response restricts the rights of THDA or otherwise qualifies either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal, THDA, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.
- 3.3.3. A response must not propose alternative goods or services (*i.e.*, offer services different from those requested and required by this RFP) unless expressly requested in this RFP. THDA may consider a response of alternative goods or services to be non-responsive and reject it.
- 3.3.4. A Cost Proposal must be prepared and arrived at independently and must not involve any collusion between Respondents. THDA will reject any Cost Proposal that involves collusion, consultation, communication, or agreement between Respondents. Regardless of the time of detection, THDA will consider any such actions to be grounds for response rejection or contract termination.
- 3.3.5. A Respondent must not provide, for consideration in this RFP process or subsequent contract negotiations, any information that the Respondent knew or should have known was materially incorrect. If THDA determines that a Respondent has provided such incorrect information, THDA will deem the Response non-responsive and reject it.
- 3.3.6. A Respondent must not submit more than one Technical Response and one Cost Proposal in response to this RFP, except as expressly requested by THDA in this RFP. If a Respondent submits more than one Technical Response or more than one Cost Proposal, THDA will deem all of the responses non-responsive and reject them.
- 3.3.7. A Respondent must not submit a response as a prime contractor while also permitting one or more other Respondents to offer the Respondent as a subcontractor in their own responses. Such may result in the disqualification of all Respondents knowingly involved. This restriction does not, however, prohibit different Respondents from offering the same subcontractor as a part of their responses (provided that the subcontractor does not also submit a response as a prime contractor).

3.3.8. THDA shall not consider a response from an individual who is, or within the past six (6) months has been, a State employee. For purposes of this RFP:

3.3.8.1. An individual shall be deemed a State employee until such time as all compensation for salary, termination pay, and annual leave has been paid;

3.3.8.2. A contract with or a response from a company, corporation, or any other contracting entity in which a controlling interest is held by any State employee shall be considered to be a contract with or proposal from the employee; and

3.3.8.3. A contract with or a response from a company, corporation, or any other contracting entity that employs an individual who is, or within the past six (6) months has been, a State employee shall not be considered a contract with or a proposal from the employee and shall not constitute a prohibited conflict of interest.

3.4. Response Errors & Revisions

A Respondent is responsible for any and all response errors or omissions. A Respondent will not be allowed to alter or revise response documents after the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events unless such is formally requested, in writing, by THDA.

3.5. Response Withdrawal

A Respondent may withdraw a submitted response at any time before the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events by submitting a written request signed by an authorized Respondent representative. After withdrawing a response, a Respondent may submit another response at any time before the Response Deadline. After the Response Deadline, a Respondent may only withdraw all or a portion of a response where the enforcement of the response would impose an unconscionable hardship on the Respondent.

3.6. Additional Services

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

NOTICE: If a Respondent fails to submit a Cost Proposal exactly as required, THDA may deem the response non-responsive and reject it.

3.7. Response Preparation Costs

THDA will not pay any costs associated with the preparation, submittal, or presentation of any response.

4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS

4.1. RFP Amendment

THDA at its sole discretion may amend this RFP, in writing, at any time prior to contract award. However, prior to any such amendment, THDA will consider whether it would negatively impact the ability of potential Respondents to meet the response deadline and revise the RFP Schedule of Events if deemed appropriate. If an RFP amendment is issued, THDA will convey it to potential Respondents who submitted a Notice of Intent to Respond (refer to RFP Section 2). A response must address the final RFP (including its attachments) as amended.

4.2. RFP Cancellation

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

4.3. State Right of Rejection

- 4.3.1. Subject to applicable laws and regulations, THDA reserves the right to reject, at its sole discretion, any and all responses.
- 4.3.2. THDA may deem as non-responsive and reject any response that does not comply with all terms, conditions, and performance requirements of this RFP. Notwithstanding the foregoing, THDA reserves the right to waive, at its sole discretion, minor variances from full compliance with this RFP. If THDA waives variances in a response, such waiver shall not modify the RFP requirements or excuse the Respondent from full compliance, and THDA may hold any resulting Contractor to strict compliance with this RFP.

4.4. Assignment & Subcontracting

- 4.4.1. The Contractor may not subcontract, transfer, or assign any portion of the Contract awarded as a result of this RFP without prior approval of THDA. THDA reserves the right to refuse approval, at its sole discretion, of any subcontract, transfer, or assignment.
- 4.4.2. If a Respondent intends to use subcontractors, the response to this RFP must specifically identify the scope and portions of the work each subcontractor will perform (refer to RFP Attachment 6.2., Section C, General Qualifications & Experience Item C.14.).
- 4.4.3. Subcontractors identified within a response to this RFP will be deemed as approved by THDA unless THDA expressly disapproves one or more of the proposed subcontractors prior to signing the Contract.
- 4.4.4. After contract award, a Contractor may only substitute an approved subcontractor at the discretion of THDA and with THDA's prior, written approval.
- 4.4.5. Notwithstanding any State approval relating to subcontracts, the Respondent who is awarded a contract pursuant to this RFP will be the prime contractor and will be responsible for all work under the Contract.

4.5. Right to Refuse Personnel or Subcontractors

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

4.6. Insurance

THDA will require the awarded Contractor to provide a Certificate of Insurance issued by an insurance company licensed or authorized to provide insurance in the State of Tennessee. Each Certificate of Insurance shall indicate current insurance coverages meeting minimum requirements as may be specified by this RFP. A failure to provide a current, Certificate of Insurance will be considered a material breach and grounds for contract termination.

4.7. Professional Licensure and Department of Revenue Registration

- 4.7.1. All persons, agencies, firms, or other entities that provide legal or financial opinions, which a Respondent provides for consideration and evaluation as a part of a response to this RFP, shall be properly licensed to render such opinions.
- 4.7.2. Before the Contract resulting from this RFP is signed, the apparent successful Respondent (and Respondent employees and subcontractors, as applicable) must hold all necessary or appropriate business or professional licenses to provide the goods or services as required by the contract. THDA may require any Respondent to submit evidence of proper licensure.
- 4.7.3. Before the Contract resulting from this RFP is signed, the apparent successful Respondent must be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. THDA shall not award a contract unless the Respondent provides proof of such registration or provides documentation from the Department of Revenue that the Contractor is exempt from this registration requirement. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation. For purposes of this registration requirement, the Department of Revenue may be contacted at: TN.Revenue@tn.gov.

4.8. Disclosure of Response Contents

- 4.8.1. All materials submitted to THDA in response to this RFP shall become the property of THDA of Tennessee. Selection or rejection of a response does not affect this right. By submitting a response, a Respondent acknowledges and accepts that the full response contents and associated documents will become open to public inspection in accordance with the laws of the State of Tennessee.
- 4.8.2. THDA will hold all response information, including both technical and cost information, in confidence during the evaluation process.
- 4.8.3. Upon completion of response evaluations, indicated by public release of a Notice of Intent to Award, the responses and associated materials will be open for review by the public in accordance with Tenn. Code Ann. § 10-7-504(a)(7).

4.9. Contract Approval and Contract Payments

- 4.9.1. After contract award, the Contractor who is awarded the contract must submit appropriate documentation with the Department of Finance and Administration, Division of Accounts.
- 4.9.2. This RFP and its contractor selection processes do not obligate THDA and do not create rights, interests, or claims of entitlement in either the Respondent with the apparent best-evaluated response or any other Respondent. State obligations pursuant to a contract award shall commence only after the Contract is signed by THDA's agency head and the Contractor and after the Contract is approved by all other state officials as required by applicable laws and regulations.
- 4.9.3. No payment will be obligated or made until the relevant Contract is approved as required by applicable statutes and rules of the State of Tennessee.

- 4.9.3.1. THDA shall not be liable for payment of any type associated with the Contract resulting from this RFP (or any amendment thereof) or responsible for any goods delivered or services rendered by the Contractor, even goods delivered or services rendered in good faith and even if the Contractor is orally directed to proceed with the delivery of goods or the rendering of services, if it occurs before the Contract Effective Date or after the Contract Term.
- 4.9.3.2. All payments relating to this procurement will be made in accordance with the Payment Terms and Conditions of the Contract resulting from this RFP (refer to RFP Attachment 6.6., *Pro Forma* Contract, Section C).
- 4.9.3.3. If any provision of the Contract provides direct funding or reimbursement for the competitive purchase of goods or services as a component of contract performance or otherwise provides for the reimbursement of specified, actual costs, THDA will employ all reasonable means and will require all such documentation that it deems necessary to ensure that such purchases were competitive and costs were reasonable, necessary, and actual. The Contractor shall provide reasonable assistance and access related to such review. Further, THDA shall not remit, as funding or reimbursement pursuant to such provisions, any amounts that it determines do not represent reasonable, necessary, and actual costs.

4.10. Contractor Performance

The Contractor who is awarded a contract will be responsible for the delivery of all acceptable goods or the satisfactory completion of all services set out in this RFP (including attachments) as may be amended. All goods or services are subject to inspection and evaluation by THDA. THDA will employ all reasonable means to ensure that goods delivered or services rendered are in compliance with the Contract, and the Contractor must cooperate with such efforts.

4.11. Contract Amendment

After Contract award, THDA may request the Contractor to deliver additional goods or perform additional services within the general scope of the Contract and this RFP, but beyond the specified Scope, and for which the Contractor may be compensated. In such instances, THDA will provide the Contractor a written description of the additional goods or services. The Contractor must respond to THDA with a time schedule for delivering the additional goods or accomplishing the additional services based on the compensable units included in the Contractor's response to this RFP. If THDA and the Contractor reach an agreement regarding the goods or services and associated compensation, such agreement must be effected by means of a contract amendment. Further, any such amendment requiring additional goods or services must be signed by both THDA agency head and the Contractor and must be approved by other state officials as required by applicable statutes, rules, policies and procedures of THDA. The Contractor must not provide additional goods or render additional services until THDA has issued a written contract amendment with all required approvals.

4.12. Severability

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

4.13. Next Ranked Respondent

THDA reserves the right to initiate negotiations with the next ranked Respondent should THDA cease doing business with any Respondent selected via this RFP process.

5. EVALUATION & CONTRACT AWARD

5.1. Evaluation Categories & Maximum Points

THDA will consider qualifications, experience, technical approach, and cost in the evaluation of responses and award points in each of the categories detailed below (up to the maximum evaluation points indicated) to each response deemed by THDA to be responsive.

EVALUATION CATEGORY	MAXIMUM POINTS POSSIBLE
Mandatory Requirements (refer to RFP Attachment 6.2., Section A)	Pass/Fail only (points not applicable)
System Functionality Requirements (refer to RFP Attachment 6.2., Section B)	NUMBER (55% of Total Score) = Priority Potential Points: Critical = 10pts – High = 6pts – Medium = 4pts Requirement Met: Complete = 100% - Partial = 50% - Not Met / Future Release – 0%
General Qualifications & Experience (refer to RFP Attachment 6.2., Section C)	NUMBER (15% of Total Score) Some answers may be disqualifying Each Question: 5 pts (Requirement Met: 100% - Requirement Not Met: 0%)
Technical Qualifications, Experience & Approach (refer to RFP Attachment 6.2., Section D)	NUMBER (15% of Total Score) Each Question: 5 pts (Requirement Met: 100% - Requirement Not Met: 0%)
Cost Proposal (refer to RFP Attachment 6.3)	NUMBER (15% of Total Score)

5.2. Evaluation Process

The evaluation process is designed to award the contract resulting from this RFP not necessarily to the Respondent offering the lowest cost, but rather to the Respondent deemed by THDA to be responsive and responsible who offers the best combination of attributes based upon the evaluation criteria. ("Responsive Respondent" is defined as a Respondent that has submitted a response that conforms in all material respects to the RFP. "Responsible Respondent" is defined as a Respondent that has the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.)

5.2.1. **Technical Response Evaluation.** The Solicitation Coordinator and the Proposal Evaluation Team (consisting of three (3) or more THDA employees) will use the RFP Attachment 6.2., Technical Response & Evaluation Guide to manage the Technical Response Evaluation and maintain evaluation records.

5.2.1.1. THDA reserves the right, at its sole discretion, to request Respondent clarification of a Technical Response or to conduct clarification discussions with any or all Respondents. Any such clarification or discussion will be limited to specific sections of the response identified by THDA. The subject Respondent must put any resulting clarification in writing as may be required and in accordance with any deadline imposed by THDA.

5.2.1.2. The Solicitation Coordinator will review each Technical Response to determine compliance with RFP Attachment 6.2., Technical Response & Evaluation Guide, Section A- Mandatory Requirement Items. If the Solicitation Coordinator determines that a response failed to meet one or more of the mandatory requirements, the Proposal Evaluation Team will review the response and document the team's determination of whether:

- a. the response adequately meets RFP requirements for further evaluation;
 - b. THDA will request clarifications or corrections for consideration prior to further evaluation; or,
 - c. THDA will determine the response to be non-responsive to the RFP and reject it.
- 5.2.1.3. Proposal Evaluation Team members will independently evaluate each Technical Response (that is responsive to the RFP) against the evaluation criteria in this RFP, and will score each in accordance with the RFP Attachment 6.2., Technical Response & Evaluation Guide.
- 5.2.1.4. For each response evaluated, the Solicitation Coordinator will calculate the average of the Proposal Evaluation Team member scores for RFP Attachment 6.2., Technical Response & Evaluation Guide, and record each average as the response score for the respective Technical Response section.
- 5.2.1.5. Before Cost Proposals are opened, the Proposal Evaluation Team will review the Technical Response Evaluation record and any other available information pertinent to whether or not each Respondent is responsive and responsible. If the Proposal Evaluation Team identifies any Respondent that does not meet the responsive and responsible thresholds such that the team would not recommend the Respondent for Cost Proposal Evaluation and potential contract award, the team members will fully document the determination.
- 5.2.2. **Cost Proposal Evaluation.** The Solicitation Coordinator will open for evaluation the Cost Proposal of each Respondent deemed by THDA to be responsive and responsible and calculate and record each Cost Proposal score in accordance with the RFP Attachment 6.3., Cost Proposal & Scoring Guide.
- 5.2.3. **Total Response Score.** The Solicitation Coordinator will calculate the sum of the Technical Response section scores and the Cost Proposal score and record the resulting number as the total score for the subject Response (refer to RFP Attachment 6.5., Score Summary Matrix).

5.3. Contract Award Process

- 5.3.1 The Solicitation Coordinator will submit the Proposal Evaluation Team determinations and scores to the head of the procuring agency for consideration along with any other relevant information that might be available and pertinent to contract award.
- 5.3.2. The procuring agency head will determine the apparent best-evaluated Response. To effect a contract award to a Respondent other than the one receiving the highest evaluation process score, the head of the procuring agency must provide written justification and obtain the written approval of the Chief Procurement Officer and the Comptroller of the Treasury.
- 5.3.3. THDA will issue a Notice of Intent to Award identifying the apparent best-evaluated response and make the RFP files available for public inspection at the time and date specified in the RFP Section 2, Schedule of Events.

NOTICE: The Notice of Intent to Award shall not create rights, interests, or claims of entitlement in either the apparent best-evaluated Respondent or any other Respondent.

- 5.3.4. The Respondent identified as offering the apparent best-evaluated response must sign a contract drawn by THDA pursuant to this RFP. The Contract shall be substantially the same as the RFP Attachment 6.6., *Pro Forma* Contract. The Respondent must sign the contract by the Contractor Signature Deadline detailed in the RFP Section 2, Schedule of Events. If the

Respondent fails to provide the signed Contract by this deadline, THDA may determine that the Respondent is non-responsive to this RFP and reject the response.

- 5.3.5. Notwithstanding the foregoing, THDA may, at its sole discretion, entertain limited negotiation prior to Contract signing and, as a result, revise the *pro forma* contract terms and conditions or performance requirements in THDA's best interests, PROVIDED THAT such revision of terms and conditions or performance requirements shall NOT materially affect the basis of response evaluations or negatively impact the competitive nature of the RFP and contractor selection process.
- 5.3.6. If THDA determines that a response is non-responsive and rejects it after opening Cost Proposals, the Solicitation Coordinator will re-calculate scores for each remaining responsive Cost Proposal to determine (or re-determine) the apparent best-evaluated response.

RFP # 31620-00544 STATEMENT OF CERTIFICATIONS AND ASSURANCES

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

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

1. The Respondent will comply with all of the provisions and requirements of the RFP.
2. The Respondent will provide all services as defined in the Scope of the RFP Attachment 6.6., *Pro Forma* Contract for the total Contract Term.
3. The Respondent, except as otherwise provided in this RFP, accepts and agrees to all terms and conditions set out in the RFP Attachment 6.6., *Pro Forma* Contract.
4. The Respondent acknowledges and agrees that a contract resulting from the RFP shall incorporate, by reference, all proposal responses as a part of the Contract.
5. The Respondent will comply with:
 - (a) the laws of the State of Tennessee;
 - (b) Title VI of the federal Civil Rights Act of 1964;
 - (c) Title IX of the federal Education Amendments Act of 1972;
 - (d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and,
 - (e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.
6. To the knowledge of the undersigned, the information detailed within the response submitted to this RFP is accurate.
7. The response submitted to this RFP was independently prepared, without collusion, under penalty of perjury.
8. No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Respondent in connection with this RFP or any resulting contract.
9. Both the Technical Response and the Cost Proposal submitted in response to this RFP shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP.
10. The Respondent affirms the following statement, as required by the Iran Divestment Act Tenn. Code Ann. § 12-12-111: "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 bidder is not on the list created pursuant to §12-12-106." For reference purposes, the list is currently available online at: <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-public-information-library.html>.

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

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

SIGNATURE:

PRINTED NAME & TITLE:

DATE:

**RESPONDENT LEGAL ENTITY
NAME:**

TECHNICAL RESPONSE & EVALUATION GUIDE

6.2. SECTION A. - MANDATORY REQUIREMENTS

The Respondent must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below.

The Solicitation Coordinator will review the response to determine if the Mandatory Requirement Items are addressed as required and mark each with pass or fail. For each item that is not addressed as required, the Proposal Evaluation Team must review the response and attach a written determination. In addition to the Mandatory Requirement Items, the Solicitation Coordinator will review each response for compliance with all RFP requirements.

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A — Mandatory Requirement Items	Meets Requirement? (Yes/No)
	A-1	The Response must be delivered to THDA no later than the Response Deadline specified in the RFP Section 2, Schedule of Events.	
	A-2	The Technical Response and the Cost Proposal documentation must be packaged separately as required (refer to RFP Section 3.2., <i>et. seq.</i>).	
	A-3	The Technical Response must NOT contain cost or pricing information of any type.	
	A-4	The Technical Response must NOT contain any restrictions of the rights of THDA or other qualification of the response.	
	A-5	A Respondent must NOT submit alternate responses (refer to RFP Section 3.3.).	
	A-6	A Respondent must NOT submit multiple responses in different forms (as a prime and a subcontractor) (refer to RFP Section 3.3.).	
	A-7	Provide the Statement of Certifications and Assurances (RFP Attachment 6.1.) completed and signed by an individual empowered to bind the Respondent to the provisions of this RFP and any resulting contract. The document must be signed without exception or qualification.	
	A-8	Any applicant that currently serves as a contract administrator for HUD under the Program shall not be considered an eligible applicant, and will be excluded from consideration	
	A-9	The system shall provide a module to track resident issues that are phoned in to our call center. The module will allow us to document responses and follow-ups necessary for HUD compliance.	

	A-10	The system shall provide a module to track property monthly & intermittent inspections and audit reviews that are required for HUD (Management and Occupancy Review) Compliance.	
	A-11	The system shall provide a module to document the lifecycle of a property voucher from creating, drafting, approval, payment, reconciling and closing in a way that is HUD compliant	
	A-12	The system shall provide a module to process special claims submitted by properties via a voucher for the four allowed types, automate the assigning of an identifier, tracked for approval or denial and then treated as a part of the voucher for payment according to HUD regulations.	
	A-13	The system shall provide a module to process monthly payments to properties based on vouchers, then interface with TRACS for HUD approval and then interface with THDA payment system that is all complaint with HUD regulations.	
	A-14	The system shall provide a module to track the HUD regulated steps in renewing a contract with an Owner for a Section 8 property	
	A-15	The system shall provide a module to track the HUD regulated steps in adjusting the rent for a Section 8 property	
	A-16	The system shall have the ability to perform reportable quality assurance reviews for special claims and IBPS reports via a customizable set of questions	
	A-17	The system shall have an easy to use robust reporting module that provides HUD required and customizable leadership reporting.	

TECHNICAL RESPONSE & EVALUATION GUIDE

6.2. SECTION B. - SYSTEM FUNCTIONALITY REQUIREMENTS. The Respondent must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below.

The **respondent** will self-rate each requirement with Completely Met, Partially Met or Not Met/Future Release in the appropriate column below. Responses will be taken under consideration to determine the vendors chosen to provide a demonstration. Prior to the demonstration, vendors will be provided use cases which will be workflows to highlight all requirements listed in this section. **The final score will be determined by THDA, factoring in the results of the demonstrations.** The review committee will score with Completely Met, Partially Met or Not Met/Future Release.

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Category	Item Ref.	Section B —System Functionality Requirements Please describe how your product meets in separate document and provide Response Page # and if you Meet the Requirement You will be provided use cases based on the below requirements and asked to demonstrate how your product meets the requirements if you are chosen as a finalist	Priority Critical = HUD Requirement 10pts High = High Efficiency 6pts Medium = Med Efficiency 4pts	Meets Requirement? (Respondent completes) Completely Met = 100% Partially Met = 50% Not Met = 0%
	Resident Issues	B-1	The system shall have a search feature to search by date, contract and status for locating a current or closed call.	Critical	
	Resident Issues	B-2	The system shall display a summary screen including call number, property name, contract number, type and status. When a summary line is selected a user is able to work with one of the calls.	Critical	
	Resident Issues	B-3	The system shall allow a user to create, edit, unlock or delete call tracking items. The user can close a call tracker to finalize it.	Critical	
	Resident Issues	B-4	The system shall generate a letter once a call is closed to include: Call Resolution, day date, tenant's name, address, name of property, description of call with date of call, the user's signature, users name and contact information.	High	
	Resident Issues	B-5	The system shall send users reminders to complete open calls when due dates approach and identify open calls that have past due dates	High	
	Resident Issues	B-6	The system shall maximize available data on the screen to optimize workflow.	High	
	Resident Issues	B-7	The system shall allow the user to create a new call by selecting the property and contract information from a drop down feature. Selection of the property/contract will default property/agent/owner demographic information for display	High	

	Resident Issues	B-8	The system shall allow for the entry of call details to include: type, source, date, time, caller name, phone number, and description of call	Critical	
	Resident Issues	B-9	The system shall allow for the selection of the unit and name of the tenant based on the property selected in the tenant details. User should be able to manually enter demographic information	Critical	
	Resident Issues	B-10	The system shall allow the user to select the call status and enter the date/time for that status.	Critical	
	Resident Issues	B-11	The system shall have a feature where user can 'Follow Up' entering all follow up actions for the call	Critical	
	Resident Issues	B-12	The system shall allow for the user to create, edit and delete call details identifying the user who performed the actions	Critical	
	Resident Issues	B-13	The system shall keep a copy of communications (Emails/Letters) and should reproduce on demand.	High	
	MOR	B-14	The system shall feature a section for MORs to be completed by a user based on the current HUD form (9834)	Critical	
	MOR	B-15	The system shall allow the coordinator to complete MOR reviews via a mobile platform preferably using a tablet when visiting properties. The mobile platform should have an additional offline mode to collect data and transmit when reconnected.	High	
	MOR	B-16	The system shall transmit information from the mobile platform to the central software	Critical	
	MOR	B-17	The system shall display all listed properties and contract numbers in the MOR module	Critical	
	MOR	B-18	The system shall allow the user to create, edit, or delete an MOR for each property	Critical	
	MOR	B-19	The system shall allow an administrator to add/remove properties from the user worklist	High	
	MOR	B-20	The system shall allow the manager to assign or un-assign properties and MORs to users	High	
	MOR	B-21	The system shall monitor task dates for the MOR process and highlight any overdue MORs.	High	
	MOR	B-22	The system shall provide an area within the application to track issues discovered from the inspection/review	High	
	MOR	B-23	The system shall interface with TRACS to automate the completion of sections for the 9834 addendum A	High	
	MOR	B-24	The system shall generate the following MOR letters: Notification of MOR, Report Cover Letter, Extension Letter, Closure Letter, and Non-Compliance Letter	Critical	

	Voucher	B-25	The system shall allow the user to search for a past and current voucher not limited to contract number, property name, Sent to TRACS date, SSN and Status.	Critical	
	Voucher	B-26	The system shall have the ability to display Vouchers assigned to a user's worklist with the ability to limit viewing by user via admin's controls for special assignment/viewing. A user may share items from their worklist with another user.	High	
	Voucher	B-27	After the Voucher search, the system shall include a summary screen of voucher information including dates received and built date, then provide the user an option to navigate to other areas such as Unit detail, Rent Schedule, Voucher Detail, Contacts, and Repayment Agreement.	Critical	
	Voucher	B-28	The system shall allow the user to enter remarks regarding the voucher. The user should also be able to deny/approve voucher	Critical	
	Voucher	B-29	The system should allow the user to build, revalidate, and hold certs for the voucher. They should also be able to rebuild the unit if needed. The user will need to be able to revalidate all certs at the same time. If there is an error in the cert, the user should be able to remove it.	Critical	
	Voucher	B-30	The system should allow the user to generate a 52670, which is a paper copy of the voucher. The summary should include the voucher information.	Medium	
	Voucher	B-31	The user should be able to manually suspend a voucher and enter comments and write off remarks about that suspension. The system should have an area showing the CA/OA total in this area.	High	
	Voucher	B-32	The system shall allow for a retroactive adjustment to be managed by the user allowing for details to be documented not limited to a resident's full name, prior/new, new cert, cert code, effective date, assistance payment, start date, end date, beginning number of days, beginning day rate, number of months, monthly rate, end number of days, end day rate, CA amount and OA amount, variance, balance, Is resolved, on rec report, remarks and write off remarks.	Critical	
	Voucher	B-33	The system shall allow for a misc adjustment to be managed by the user allowing for details to be documented. The system should show the CA/OA total in this area and include a drop down with all the codes that TRACS allows for the misc adjustment. The CA amount should be a manual entry and the OA amount should not. The user should be able to add to the remarks if needed from the OA.	Critical	
	Voucher	B-34	The user should be able to access special claims from the voucher if claims are listed, instead of having to navigate away from the voucher and work on the special claim. Information on the special claim(s) should be listed including day counts since approval.	High	
	Voucher	B-35	The system shall have the ability to work with repayments. The creation of a repayment should change the original agreement amount if the owner is entering a change amount. The area should show the CA/OA total. The user should be able to manually update the resident's name and unit number if modified.	Critical	
	Voucher	B-36	The system shall allow a user to work with Voucher Reconciliations. This area should show the history of any late notices that are sent, the draft, final and no pay. Details should include type, completion date, sent to OA date, method and the ability to resend. There should be an area to show the action that allows the user to select: 'complete draft reconciliation' or 'complete final reconciliation'. If draft is selected the user should be given the action option to 'reopen reconciliation' or send draft reconciliation to OA' and select update/ok/save. If final is selected, the user should be given the action option to 'reopen reconciliation' or 'submit for approval' then select update/ok/save.	High	
	Voucher	B-37	For Payment, the system should allow the payment coordinator or administrator to accept/reject TRACS response and approve/deny LOCCS status.	Critical	

	Voucher	B-38	The system should show historic actions of the voucher. Information to include status, completion date, completed by, modified by, notes. The user should be allowed to reset status before it becomes TRACS submitted, after approved, the administrator should be able to reset the status.	Critical	
	Voucher	B-39	The system should show multiple MAT 30 files received from the owner with the ability to select and view details pertaining to the MAT file for the voucher.	Critical	
	Voucher	B-40	The system should capture the certification information from the HUD 50059 data submitted by the owner and be accessible. The user should be able to click a button to export the 50059	Critical	
	Voucher	B-41	The system should show a Unit Detail chart displaying the unit information in detail allowing the user to make changes to the status, category, or type as necessary. The user should also be able to navigate to the associated certifications. The user should be able to merge, apply gross rent and save changes if user security allows.	High	
	Voucher	B-42	The system shall display Rent schedules by date. The user should be able to apply new rents, add in process, delete in process and save in process from this area. The user should also be able to change the unit information according to the rent schedule changes.	Critical	
	Voucher	B-43	The system shall allow the user to view the repayment agreement balance and amount for each tenant. It should also show the payments that have been applied. The user should be able to modify the tenant's name and unit information if changed. The system administrator shall be able to update agreement amounts as needed.	High	
	Voucher	B-44	If a voucher has an offset, the amount, start and end date should be shown and the system administrator should have the ability to add or remove offset as needed.	High	
	Voucher	B-45	The system shall allow a user to view the TRACS response.	Critical	
	Voucher	B-46	The system shall allow the user to reimport voucher and tenant data received	Critical	
	Voucher	B-47	The system shall allow the user to view appendix C errors and select the error to gain more detail from the MAT file	Critical	
	Voucher	B-48	The system shall automate an email to the owner for a TRACS response and allow for the system user to view this email	High	
	Voucher	B-49	The system shall allow a user to view the voucher and tenant data received from the owner (MAT file)	Critical	
	Voucher	B-50	The system shall allow the user to view the voucher and tenant data sent to TRACS by the system	Critical	
	Voucher	B-51	The system shall allow the user to view the IMAX file	Critical	
	Voucher	B-52	The system shall allow the user to identify and merge residents	High	
	Voucher	B-53	The system shall allow the user to void a voucher if security allows	High	

	Voucher	B-54	The system shall allow the user to view the county income limits and FMRs	Medium	
	Special Claims	B-55	The system shall have a search feature to search by date, contract and status for an existing claim.	High	
	Special Claims	B-56	The system shall provide a module to enter a special claim by unit number and tenant	High	
	Special Claims	B-57	The system shall display a summary screen including claim number, property name, contract number, type and status. When a summary line is selected, the user is able to work on the claim	High	
	Special Claims	B-58	The system should allow the user to create, modify, unlock or delete special claim.	Critical	
	Special Claims	B-59	The system shall allow for the entry of all details needed for a claim.	Critical	
	Special Claims	B-60	The system shall allow for the easy selection of the unit number and tenant associated with the special claim including the ability to partially type in a number or name to locate the desired unit or name for selection	Medium	
	Special Claims	B-61	The system shall allow for multiple maintainable contacts including, voucher, late HAP notice, No-Pay, Special Claim, managing agent & Owners	High	
	Special Claims	B-62	The system shall provide a way to trigger a customizable letter for communication to different contacts around the special claim that includes system driven data.	High	
	Special Claims	B-63	The system shall indicate if a property requests payment for a claim greater than 90 days. A system warning shall display enabling a user to either accept or reject that payment.	High	
	Special Claims	B-64	The system shall provide an inbox/work queue by user which can organize work by age of claim	Medium	
	Special Claims	B-65	The system shall remove claims that are 100 days since approval with no payment requested, out of the user's inbox/work queue.	Medium	
	Payments/ Accounting	B-66	The system should allow the payment coordinator to utilize the state payment system "Edison" for payments to and from HUD via eLOCCS	Critical	
	Payments/ Accounting	B-67	The system shall be able to produce a custom payment file in a format to be specified, for import to the State System "Edison". If there is an error in the initial file, a duplicate file should be able to be produced.	Critical	
	Payments/ Accounting	B-68	The system shall provide a place in the Payments module to display a returned status from the TRACS government application.	Critical	
	Payments/ Accounting	B-69	The system shall provide a place for a payment coordinator to generate and send no-pay and late-pay emails to properties containing details per circumstance.	Critical	
	Payments/ Accounting	B-70	The system shall allow the import of voucher submissions by the properties to be reviewed and if appropriate approved.	Critical	

	Payments/ Accounting	B-71	The system shall allow for the submission of the approved voucher to TRACCS for HUD Approval	Critical	
	Payments/ Accounting	B-72	The system shall allow for the TRACS response in a HUD format with a status code that will drive payments	Critical	
	Payments/ Accounting	B-73	The system shall allow for the import of an end of the month eLOCCS file to be displayed in a module and allow for the selection of a date of payment that contains the overall payment summary.	Critical	
	Payments/ Accounting	B-74	The system shall allow a user to trigger the EFT payment which will then generate the custom file for import into our state payment system (Edison)	Critical	
	Payments/ Accounting	B-75	The system shall allow the creation of a contract containing multiple fields required by HUD. There should be a checkbox to not generate an EFT with a warning if a payment is attempted. There should be multiple custom fields available for interface requirements.	Critical	
	Payments/ Accounting	B-76	The system shall be able to receive all TRACS responses regardless if there is a current response for a voucher	High	
	Payments/ Accounting	B-77	The system shall have a payments remark (comment box) section to be able to make notes within the TRACS response.	High	
	Payments/ Accounting	B-78	The system shall allow a user to baseline to a specified TRACM address for a specified date(s) up to five years	High	
	Contract Renewals	B-79	The system shall have the ability to display active and ready to be processed Contract Renewals assigned to a user's worklist with the ability to limit viewing by user with admin's controls for special assignment/viewing.	High	
	Contract Renewals	B-80	The users worklist shall generate reminders to an assigned user when a Contract is about to expire and for other HUD designated steps. Any contracts or steps that are overdue shall stand out from other contracts/steps. The due date of the HUD contract renewal steps shall display along with the work item in the work list.	High	
	Contract Renewals	B-81	The system shall generate letters via email to the owners/property management which includes selectable property information. Users shall be able to edit the letter as necessary.	High	
	Contract Renewals	B-82	The system shall allow for the automated creation of a letter that does not require customization and is automatically emailed to the designee.	High	
	Contract Renewals	B-83	The system shall allow the user to enter the new Contract Expiration date and Next Funding Expiration date which will also drive future worklist assignment	Critical	
	Contract Renewals	B-84	The system shall allow for comments to be added to an individual step to document any variance on the tracking log for an auditor	Critical	
	Contract Renewals	B-85	The system shall allow for the user to add a reportable note for the entire tracking log, to include reasons why the overall timeline was interrupted	High	
	Contract Renewals	B-86	The system shall allow for viewing the history of a contract, prior year(s) renewals.	High	
	Contract Renewals	B-87	The system shall allow the user to edit dates and comments on current and prior year contract renewals within the core module	High	

	Contract Renewals	B-88	The system shall have a summary of the contracts that are selectable to then provide a list of the steps for that contract which will include the necessary HUD fields required to work the step including the comments and the user who worked the step even if that user is not assigned the contract in the worklist.	High	
	Contract Renewals	B-89	The system shall allow a manager or administrator to reassign any contract renewals on a worklist to another user.	Critical	
	Contract Renewals	B-90	The system shall allow user (if security role permits) to view all contracts that are in process and also close the needed steps	Medium	
	Rent Adjustment	B-91	The system shall have the ability to display active and ready to be processed Rent Adjustments assigned to a user's worklist with the ability to limit viewing by user with admin's controls for special assignment/viewing.	High	
	Rent Adjustment	B-92	The users worklist shall generate reminders to an assigned user when a Rent Adjustment is about to expire and for other HUD designated steps. Any Rent Adjustments or steps that are overdue shall stand out from other Rent Adjustments/steps. The due date of the HUD Rent Adjustment steps shall display along with the work item in the work list.	High	
	Rent Adjustment	B-93	The system shall generate letters via email to the owners/property management which includes selectable property information. Users shall be able to edit the letter as necessary.	High	
	Rent Adjustment	B-94	The system shall allow for the automated creation of a letter that does not require customization and is automatically emailed to the designee.	High	
	Rent Adjustment	B-95	The system shall allow the user to enter the Next Funding Expiration date which will also drive future worklist assignment	Critical	
	Rent Adjustment	B-96	The system shall allow for comments to be added to an individual step to document any variance on the tracking log for an auditor	Critical	
	Rent Adjustment	B-97	The system shall allow for the user to add a reportable note for the entire tracking log, to include reasons why the overall timeline was interrupted	High	
	Rent Adjustment	B-98	The system shall allow for viewing the history of a Rent Adjustment, prior year(s) renewals.	High	
	Rent Adjustment	B-99	The system shall allow the user to edit dates and comments on current and prior year Rent Adjustments within the core module	High	
	Rent Adjustment	B-100	The system shall have a summary of the Rent Adjustments that are selectable to then provide a list of the steps for that Rent Adjustment which will include the necessary HUD fields required to work the step including the comments and the user who worked the step even if that user is not assigned the Rent Adjustment in the worklist.	High	
	Rent Adjustment	B-101	The system shall allow user (if security role permits) to view all Rent Adjustments that are in process and also close the needed steps	Critical	
	Rent Adjustment	B-102	The system shall allow an administrator to modify Funding Expiration Dates.	High	
	Rent Adjustment	B-103	The system shall allow user (manager) to view all rent adjustments that are in process and also close the needed steps	Medium	

	Quality Assurance	B-104	The system shall allow for the QA questions to have an initial note and customizable responses to be completed by the reviewer and a secondary set of responses to be completed by the responder including but not limited to: Yes, No, Observation and N/A.	High	
	Quality Assurance	B-105	The system shall allow an administrator to modify QA questions and answers including the ability to version and disable.	High	
	Quality Assurance	B-106	The system shall allow a user (reviewer) to complete a review but also let them reopen if the review needs to be modified. When the review has a due date set and is completed, a second user (responder) should be triggered a work task to complete a secondary review.	High	
	Reporting	B-107	The system shall have a logical, intuitive database structure that allows custom reporting via Microsoft SQL Server Management Studio / SSRS or Crystal Reports and publish them in the application for use by the business	High	
	Reporting	B-108	The vender shall supply THDA with a data dictionary to enable location of data fields within the database	High	
	Reporting	B-109	The system shall supply common ready to run (canned) reports that business users can use	High	
	Reporting	B-110	The system shall have a reporting suite for business users to easily create custom reports	Medium	
	Reporting	B-111	The system shall create MOR reports IBPS1 & FHEO IBPS2 to include information entered from coordinators that will be needed for a submission to HUD	Critical	
	Reporting	B-112	The system shall provide a special claims report that contains the Number of special claims, units reviewed, # of properties, approved as requested, adjusted, denied, requested amount, approved/actual and sent to HUD	Critical	
	Reporting	B-113	The system shall provide a report for Special claims that pulls all of the claims for a date range containing all data within a special claim	High	
	Reporting	B-114	The system shall provide a report for HAP Payments containing the data required for the HUD reporting including the voucher receive date, the date sent to HUD, the OA requested amount, CA Approved amount and the variance. The report shall be able to be run by contract for a specific month.	Critical	
	Reporting	B-115	The system shall provide customizable reports based on all voucher information contained within the application	High	
	Reporting	B-116	The system shall generate a combined IBPS3, IBPS6, IBPS9, IBPS10, IBPS13, IBPS14, IBPS15, a MAX Fee detail and summary reports, plus an overall \$\$ summary to be sent to HUD	Critical	
	Reporting	B-117	The user shall be able to run the combined IBPS (Requirement 124) report for multiple months	Medium	
	Reporting	B-118	The system shall provide a call log report for resident issues to include all details, comments and follow up items from the call to be sent to HUD	Critical	

	Reporting	B-119	The system shall provide a IBPS14 HUD compliant report to include the overall tracking note, the contract number, COS, property name, contract expiration date, funding expiration date, funding type, RCS Required y/n, complete package date, budget based rent increase > 5% y/n, funding request sent to HUD date, processing time indicator, ACC Received from HUD date, contract send to owner for signature date, signed contract received from owner date, a day count for how long it took to get the contract signed, complete notification sent to HUD and Owner Date, total processing time for ACC & Complete Notification day count, rent adjustment processed on time <= 30 days Y/N and any other HUD required fields.	Critical	
	Reporting	B-120	The system shall provide a HUD compliant IBPS3 report that includes all HUD required fields including, Contract#, Property Name, COS, Contract Expiry Date, Funding Expiry Date, Funding Type, Budget Increase > 5% Y/N, Funding Request sent to HUD date & rent adjustment processed on time <= 30 days Y/N	Critical	
	Reporting	B-121	Please provide a list of all standard reports provided by your company	Critical	
	Reporting	B-122	The system shall provide a section of Quality Assurance reports to track those reviews including summary information	High	
	Configuration	B-123	The system shall allow an application administrator to create and maintain custom fields available in all modules	High	
	Configuration	B-124	The system shall allow the creation of new users and assign permissions to different modules, reports and functionality	High	
	Configuration	B-125	The system shall allow the system administrator to create, modify and delete users	High	
	Configuration	B-126	The system shall allow the system administrator to reset passwords for users	High	
	Configuration	B-127	The system shall allow the user to complete user assignments, assigning and un-assigning access to properties from the contract.	High	
	Configuration	B-128	The system shall allow the system administrator to add, modify or delete the ACC (Annual Contribution Contract) according to HUD requirements	High	
	Configuration	B-129	The system shall allow the system administrator to add, modify or delete the different hierarchy levels that are assigned to a property similar to Sector, Region and division.	High	
	Configuration	B-130	The system shall allow the system administrator to modify details of a property administered by HUD	High	
	Configuration	B-131	The system shall allow the system administrator to add, modify and delete different parameters utilized by the system including any account information used to login to TRACS, Days of week worked and start and end times for system use and any other miscellaneous settings required.	High	
	Configuration	B-132	The system shall allow the system administrator to add, modify or delete the Fee FMR rates administered by HUD	High	

	Configuration	B-133	The system shall have a calendar that the system administrator can update yearly designating holidays.	High	
	Configuration	B-134	The system administrator should be able to import messages (vouchers) to HUD when there is delay in sending or receiving.	High	
	Configuration	B-135	The system administrator should be able to review the scheduled times of vouchers being sent and received in the system.	High	
	Configuration	B-136	The admin should be able to monitor the sending and receiving of iMAX Logs to and from HUD identifying if the export/import successful and generating a log file of what was transmitted.	High	
	Configuration	B-137	The system administrator shall have the authority to create, modify or delete the steps required by HUD for Contract Renewals and Rent Adjustments	High	
	Configuration	B-138	The system shall allow an administrator to create modify or delete Contract Renewal & Funding Expiration Dates.	High	
	Configuration	B-139	The user administrator should have the ability to customize any auto or manually generated letters within the system	High	
	Configuration	B-140	The system shall allow the administrator to modify the Unit details regarding unit types, sizes and quantity of units.	Critical	
	General	B-141	The system shall have an area that contains open, voided or closed work tasks from multiple modules for ease of location and the ability to open that item and review/complete work and print if needed.	High	
	General	B-142	The system shall provide an intuitive view of modules/screens that allows you to switch to different modules/screens with ease.	High	
	General	B-143	The system shall allow for keyboard shortcuts to "tab" to different fields & hotkeys to move to different areas of the application or screen.	High	

The Solicitation Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.

Total Raw Weighted Score:
(sum of Raw Weighted Scores above by multiplying Priority Points x's Req. Met %)

Total Raw Weighted Score
Maximum Possible Raw Weighted Score X (55%)
(i.e., 5 x the sum of item weights above)

SCORE:

State Use – Evaluator Identification:

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

TECHNICAL RESPONSE & EVALUATION GUIDE

6.2. SECTION C: GENERAL QUALIFICATIONS & EXPERIENCE. The Respondent must address all items (below) and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below.

A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:

0 = little value 1 = poor 2 = fair 3 = satisfactory 4 = good 5 = excellent

The Solicitation Coordinator will multiply the Item Score by the associated Evaluation Factor (indicating the relative emphasis of the item in the overall evaluation). The resulting product will be the item's Raw Weighted Score for purposes of calculating the section score as indicated.

RESPONDENT LEGAL ENTITY NAME:				
Response Page # (Respondent completes)	Item Ref.	Section C — General Qualifications & Experience	Item Score (Max 5pts each)	Raw Weighted Score
	C-1	Detail the name, e-mail address, mailing address, telephone number, and facsimile number of the person THDA should contact regarding the response.		
	C-2	Describe the Respondent's form of business (<i>i.e.</i> , individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and business location (physical location or domicile).		
	C-3	Detail the number of years the Respondent has been in business.		
	C-4	Briefly describe how long the Respondent has been providing the goods or services required by this RFP.		
	C-5	Describe the Respondent's number of employees, client base, and location of offices.		
	C-6	Provide a statement of whether there have been any mergers, acquisitions, or change of control of the Respondent within the last ten (10) years. If so, include an explanation providing relevant details.		
	C-7	Provide a statement of whether the Respondent or, to the Respondent's knowledge, any of the Respondent's employees, agents, independent contractors, or subcontractors, involved in the delivery of goods or performance of services on a contract pursuant to this RFP, have been convicted of, pled guilty to, or pled <i>nolo contendere</i> to any felony. If so, include an explanation providing relevant details.		
	C-8	Provide a statement of whether, in the last ten (10) years, the Respondent has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. If so, include an explanation providing relevant details.		
	C-9	Provide a statement of whether there is any material, pending litigation against the Respondent that the Respondent should reasonably believe could adversely affect its ability to meet contract requirements pursuant to this RFP or is likely to have a material		

RFP ATTACHMENT 6.2. Section C

		<p>adverse effect on the Respondent's financial condition. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it would impair the Respondent's performance in a contract pursuant to this RFP.</p> <p>NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. THDA may require the Respondent to submit proof of license for each person or entity that renders such opinions.</p>		
	C-10	<p>Provide a statement of whether there are any pending or in progress Securities Exchange Commission investigations involving the Respondent. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it will impair the Respondent's performance in a contract pursuant to this RFP.</p> <p>NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. THDA may require the Respondent to submit proof of license for each person or entity that renders such opinions.</p>		
	C-11	<p>Provide a brief, descriptive statement detailing evidence of the Respondent's ability to deliver the goods or services sought under this RFP (e.g., prior experience, training, certifications, resources, program and quality management systems, etc.).</p>		
	C-12	<p>Provide a narrative description of the proposed project team, its members, and organizational structure along with an organizational chart identifying the key people who will be assigned to deliver the goods or services required by this RFP.</p>		
	C-13	<p>Provide a personnel roster listing the names of key people who the Respondent will assign to meet the Respondent's requirements under this RFP along with the estimated number of hours that each individual will devote to that performance. Follow the personnel roster with a resume for each of the people listed. The resumes must detail the individual's title, education, current position with the Respondent, and employment history.</p>		
	C-14	<p>Provide a statement of whether the Respondent intends to use subcontractors to meet the Respondent's requirements of any contract awarded pursuant to this RFP, and if so, detail:</p> <ul style="list-style-type: none"> (a) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each; (b) a description of the scope and portions of the goods each subcontractor involved in the delivery of goods or performance of the services each subcontractor will perform; <u>and</u> (c) a statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the Respondent's response to this RFP. 		
	C-15	<p>Provide documentation of the Respondent's commitment to diversity as represented by the following:</p> <ul style="list-style-type: none"> (a) <u>Business Strategy</u>. Provide a description of the Respondent's existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises. Please also include a list of the Respondent's certifications as a diversity business, if applicable. (b) <u>Business Relationships</u>. Provide a listing of the Respondent's 		

RFP ATTACHMENT 6.2. Section C

		<p>current contracts with business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises. Please include the following information:</p> <ul style="list-style-type: none"> (i) contract description; (ii) contractor name and ownership characteristics (<i>i.e.</i>, ethnicity, gender, service-disabled veteran-owned or persons with disabilities); (iii) contractor contact name and telephone number. <p>(c) <u>Estimated Participation</u>. Provide an estimated level of participation by business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities and small business enterprises if a contract is awarded to the Respondent pursuant to this RFP. Please include the following information:</p> <ul style="list-style-type: none"> (i) a percentage (%) indicating the participation estimate. (Express the estimated participation number as a percentage of the total estimated contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics only and DO NOT INCLUDE DOLLAR AMOUNTS); (ii) anticipated goods or services contract descriptions; (iii) names and ownership characteristics (<i>i.e.</i>, ethnicity, gender, service-disabled veterans, or disability) of anticipated subcontractors and supply contractors. <p>NOTE: In order to claim status as a Diversity Business Enterprise under this contract, businesses must be certified by the Governor's Office of Diversity Business Enterprise (Go-DBE). Please visit the Go-DBE website at https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810 for more information.</p> <p>(d) <u>Workforce</u>. Provide the percentage of the Respondent's total current employees by ethnicity and gender.</p> <p>NOTE: Respondents that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with THDA as contractors and subcontractors.</p> <p>Response evaluations will recognize the positive qualifications and experience of a Respondent that does business with enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises and who offer a diverse workforce.</p>		
	C-16	<p>Provide a statement of whether or not the Respondent has any current contracts with the State of Tennessee or has completed any contracts with the State of Tennessee within the previous five (5) year period. If so, provide the following information for all of the current and completed contracts:</p> <ul style="list-style-type: none"> (a) the name, title, telephone number and e-mail address of the THDA contact knowledgeable about the contract; (b) the procuring State agency name; (c) a brief description of the contract's scope of services; (d) the contract period; and (e) the contract number. <p>NOTES:</p> <ul style="list-style-type: none"> • Current or prior contracts with THDA are not a prerequisite and are not required for the maximum evaluation score, and the existence of such contracts with THDA will not automatically result in the addition or deduction of evaluation points. • Each evaluator will generally consider the results of inquiries by THDA regarding all contracts noted. 		

RFP ATTACHMENT 6.2. Section C

	C-17	<p>Provide customer references from individuals who are <u>not</u> current or former State employees for projects similar to the goods or services sought under this RFP and which represent:</p> <ul style="list-style-type: none"> ▪ two (2) accounts Respondent currently services that are similar in size to THDA; <u>and</u> ▪ three (3) completed projects. <p>References from at least three (3) different individuals are required to satisfy the requirements above, e.g., an individual may provide a reference about a completed project and another reference about a currently serviced account. The standard reference questionnaire, which <u>must</u> be used and completed, is provided at RFP Attachment 6.4. References that are not completed as required may be deemed non-responsive and may not be considered.</p> <p>The Respondent will be <u>solely</u> responsible for obtaining fully completed reference questionnaires and including them in the sealed Technical Response. In order to obtain and submit the completed reference questionnaires follow the process below.</p> <p>(a) Add the Respondent's name to the standard reference questionnaire at RFP Attachment 6.4. and make a copy for each reference.</p> <p>(b) Send a reference questionnaire and new, standard #10 envelope to each reference.</p> <p>(c) Instruct the reference to:</p> <ul style="list-style-type: none"> (i) complete the reference questionnaire; (ii) sign and date the completed reference questionnaire; (iii) seal the completed, signed, and dated reference questionnaire within the envelope provided; (iv) sign his or her name in ink across the sealed portion of the envelope; and (v) return the sealed envelope directly to the Respondent (the Respondent may wish to give each reference a deadline, such that the Respondent will be able to collect all required references in time to include them within the sealed Technical Response). <p>(d) Do NOT open the sealed references upon receipt.</p> <p>(e) Enclose all sealed reference envelopes within a larger, labeled envelope for inclusion in the Technical Response as required.</p> <p>NOTES:</p> <ul style="list-style-type: none"> • THDA will not accept late references or references submitted by any means other than that which is described above, and each reference questionnaire submitted must be completed as required. • THDA will not review more than the number of required references indicated above. • While THDA will base its reference check on the contents of the sealed reference envelopes included in the Technical Response package, THDA reserves the right to confirm and clarify information detailed in the completed reference questionnaires, and may consider clarification responses in the evaluation of references. THDA is under no obligation to clarify any reference information. 		

RFP ATTACHMENT 6.2. Section C

C-18	<p>Provide a statement and any relevant details addressing whether the Respondent is any of the following:</p> <p>(a) is presently debarred, suspended, proposed for debarment, or voluntarily excluded from covered transactions by any federal or state department or agency;</p> <p>(b) has within the past three (3) years, been convicted of, or had a civil judgment rendered against the contracting party 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;</p> <p>(c) is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed above; and</p> <p>(d) has within a three (3) year period preceding the contract had one or more public transactions (federal, state, or local) terminated for cause or default.</p>		
<p align="center">Total Raw Weighted Score</p> <hr/> <p align="center">Maximum Possible Raw Weighted Score</p> <p align="center"><i>(i.e., 5 x the sum of item weights above)</i></p>		<p align="center">Total Raw Weighted Score:</p> <p align="center"><i>(sum of Raw Weighted Scores above)</i></p>	
<p><i>State Use – Evaluator Identification</i></p>			
<p><i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i></p>			
<p><i>The Solicitation Coordinator will use this sum and the formula above to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.</i></p>			

TECHNICAL RESPONSE & EVALUATION GUIDE

6.2. SECTION D: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH. The Respondent must address all items (below) and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below.

A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:

0 = little value 1 = poor 2 = fair 3 = satisfactory 4 = good 5 = excellent

The Solicitation Coordinator will multiply the Item Score by the associated Evaluation Factor (indicating the relative emphasis of the item in the overall evaluation). The resulting product will be the item's Raw Weighted Score for purposes of calculating the section score as indicated.

RESPONDENT LEGAL ENTITY NAME:				
Response Page # (Respondent completes)	Item Ref.	Section D— Technical Qualifications, Experience & Approach Items	Item Score (Max 5pts each)	Raw Weighted Score
	D-1	Provide a narrative that illustrates the Respondent's understanding of THDA's requirements and project schedule.		
	D-2	Provide a narrative that illustrates how the Respondent will complete the scope of services, accomplish required objectives, and meet THDA's project schedule.		
	D-3	Provide a narrative that illustrates how the Respondent will manage the project, ensure completion of the scope of services, and accomplish required objectives within THDA's project schedule.		
	D-4	On-premise installed software is preferred. If not cloud-based, the software must meet the following minimum requirements: <ul style="list-style-type: none"> • Run on Microsoft SQL and support SQL 2017 or newer. No other database platform will be accepted, including MySQL or similar. • Run on Windows Server 2018 or newer. • Execute via a web-based client; no client-server locally installed applications will be considered. • Active-directory integrated, including role-based permission assignments for modules or screens. 		
	D-5	If SAAS, i.e. cloud-based software, then it must work via a proxy. Additionally, a custom-reporting module must be available inherit to the system. However, a complete data export must be made available to THDA upon request.		
	D-6	The system must include an administrative or "SuperUser" role that is the only one that can perform user assignments and permission changes.		
	D-7	All data housed in the system, whether on-premise or hosted is owned by THDA and can be requested and accessed in its entirety at any time.		
	D-8	Technical Support hours from 8am CST until 6pm CST and/or emergency after hours and weekend contact information provided.		
	D-9	Provide a narrative of how you handle being notified of a new HUD requirement that necessitates updating your software. How long does it take to deliver that update to THDA?		

<div> <div>Total Raw Weighted Score</div> <div> <div>Maximum Possible Raw Weighted Score</div> <div>(i.e., 5 x the sum of item weights above)</div> </div> </div> <div>X (15%)</div>	<div> <div>Total Raw Weighted Score:</div> <div>(sum of Raw Weighted Scores above)</div> </div>	
<div>State Use – Evaluator Identification:</div>		
<div>State Use – Solicitation Coordinator Signature, Printed Name & Date:</div>		
<div>The Solicitation Coordinator will use this sum and the formula above to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.</div>		

6.3 COST PROPOSAL & SCORING GUIDE

NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED

COST PROPOSAL SCHEDULE— The Cost Proposal, detailed below, shall indicate the proposed price for goods or services defined in the Scope of Services of the RFP Attachment 6.6., *Pro Forma* Contract and for the entire contract period. The Cost Proposal shall remain valid for at least one hundred twenty (120) days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract resulting from this RFP. All monetary amounts shall be in U.S. currency and limited to two (2) places to the right of the decimal point.

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

Notwithstanding the cost items herein, pursuant to the second paragraph of the *Pro Forma* Contract section C.1. (refer to RFP Attachment 6.6.), "THDA is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract."

This Cost Proposal must be signed, in the space below, by an individual empowered to bind the Respondent to the provisions of this RFP and any contract awarded pursuant to it. If said individual is not the *President* or *Chief Executive Officer*, this document must attach evidence showing the individual's authority to legally bind the Respondent.

RESPONDENT SIGNATURE:			
PRINTED NAME & TITLE:			
DATE:			
RESPONDENT LEGAL ENTITY NAME:			
Cost Item Description	Proposed Cost	State Use Only	
		Evaluation Factor	Evaluation Cost (cost x factor)
Implementation	\$	N/A	
Training	\$	N/A	
Data Conversion	\$	N/A	
Base Software Modules	\$	N/A	
Annual Maintenance and Support	\$	N/A	
EVALUATION COST AMOUNT (sum of evaluation costs above):			
The Solicitation Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.			
lowest evaluation cost amount from <u>all</u> proposals evaluation cost amount being evaluated			= SCORE:
<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i>			

REFERENCE QUESTIONNAIRE

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

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

RFP # 31620-00544 REFERENCE QUESTIONNAIRE**REFERENCE SUBJECT:** RESPONDENT NAME (completed by Respondent before reference is requested)

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

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

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

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

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

NAME:	
TITLE:	
TELEPHONE #	
E-MAIL ADDRESS:	

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

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

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

	1	2	3	4	5	
least satisfied						most satisfied

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

- (5) If the goods or services that the reference subject provided to your company or organization are completed, were the goods or services provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.
- (6) If the reference subject is still providing goods or services to your company or organization, are these goods or services being provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.
- (7) How satisfied are you with the reference subject's ability to perform based on your expectations and according to the contractual arrangements?
- (8) In what areas of goods or service delivery does/did the reference subject excel?
- (9) In what areas of goods or service delivery does/did the reference subject fall short?
- (10) What is the level of your satisfaction with the reference subject's project management structures, processes, and personnel?

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

	1	2	3	4	5	
least satisfied						most satisfied

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

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

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

	1	2	3	4	5	
least satisfied						most satisfied

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

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

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

	1	2	3	4	5	
least satisfied						most satisfied

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

REFERENCE SIGNATURE:

(by the individual completing this
request for reference information)

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

DATE:

RFP ATTACHMENT 6.5.

SCORE SUMMARY MATRIX

	RESPONDENT NAME		RESPONDENT NAME		RESPONDENT NAME	
System Functionality Requirements 55% (6.2., Section B) (maximum: 10 pts each)						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE:		AVERAGE:		AVERAGE:	
General Qualifications & Experience 15% (6.2., Section C) (maximum: 5 pts each)						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE:		AVERAGE:		AVERAGE:	
Technical Qualifications, Experience & Approach 15% (6.2., Section D) (maximum: 5 pts each)						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
COST PROPOSAL 15% (6.3) (maximum: 20)	SCORE:		SCORE:		SCORE:	
TOTAL RESPONSE EVALUATION SCORE: (maximum: 100)						

Solicitation Coordinator Signature, Printed Name & Date:

RFP # **NUMBER** PRO FORMA CONTRACT

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



**CONTRACT
BETWEEN TENNESSEE HOUSING DEVELOPMENT AGENCY
AND
CONTRACTOR NAME**

This Contract, by and between Tennessee Housing Development Agency, an instrumentality and political subdivision of the State of Tennessee, hereinafter referred to as “THDA” and **Contractor Legal Entity Name**, hereinafter referred to as the “Contractor,” is for the provision of **Scope of Goods or Services Caption**, as further defined in the “SCOPE OF SERVICES.”

The Contractor is **a/an Individual, For-Profit Corporation, Non-Profit Corporation, Special Purpose Corporation Or Association, Partnership, Joint Venture, Or Limited Liability Company.**

Contractor Place of Incorporation or Organization: **Location**

Contractor Edison Registration ID # **Number**

A. SCOPE OF SERVICES:

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

A.#. **Specify the goods, services, deliverables, technical specifications, timelines, and delivery requirements that the Contractor must provide and meet (sufficient detail is required to ensure contractor accountability and definitive results).**

B. CONTRACT TERM:

This Contract shall be effective on **DATE** (“Effective Date”) and extend for a period of **number (#) months** after the Effective Date (“Term”). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

C.1. **Maximum Liability.** In no event shall the maximum liability of THDA under this Contract exceed **Written Dollar Amount (\$Number)** (“Maximum Liability”). The payment rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by THDA. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless THDA requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in Section C.3. THDA is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. Compensation Firm. The payment rates and the maximum liability of THDA under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by THDA in a total amount not to exceed the Contract Maximum Liability established in Section C.1.
- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in Section A.
 - b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Goods or Services Description (per compensable increment)	Amount
Milestone	\$ Number
Unit	\$ Number each
Job Title /Activity	\$ Number per Hour /Day /etc.
Use & Repeat Rows Above as Necessary	
Goods or Services Description (per compensable increment)	Amount

- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.
- C.5. Invoice Requirements. The Contractor shall invoice THDA only for completed increments of service and for the amount stipulated in Section C.3, above, and as required below prior to any payment.
- a. The Contractor shall submit invoices no more often than monthly, with all necessary supporting documentation, to:

THDA
Accounts Payable (AP@thda.org)
Andrew Jackson Building
502 Deaderick Street, Third Floor
Nashville, TN 37243
 - b. The Contractor agrees that each invoice submitted shall clearly and accurately (all calculations must be extended and totaled correctly) detail the following required information:
 - (1) Invoice/Reference Number (assigned by the Contractor);
 - (2) Invoice Date;
 - (3) Invoice Period (period to which all invoiced charges are applicable);
 - (4) Contract Number (assigned by THDA to this Contract);
 - (5) Account Name: Tennessee Housing Development Agency, Fiscal Division;

- (6) Account/Customer Number (uniquely assigned by the Contractor to the above-referenced Account Name);
- (7) Contractor Name;
- (8) Contractor Federal Employer Identification Number or Social Security Number (as referenced in this Contract);
- (9) Contractor Contact (name, phone, and/or fax for the individual to contact with billing questions);
- (10) Contractor Remittance Address;
- (11) Complete Itemization of Charges, which shall detail the following:
 - i. Service or Milestone Description (including name /title as applicable) of each service invoiced;
 - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced;
 - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced;
 - iv. Amount Due by Service; and
 - v. Total Amount Due for the invoice period.

c. The Contractor understands and agrees that an invoice to THDA under this Contract shall:

- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
- (2) not include any future work but will only be submitted for completed service; and
- (3) not include sales tax or shipping charges.

d. The Contractor agrees that timeframe for payment (and any discounts) begins when THDA is in receipt of each invoice meeting the minimum requirements above. THDA will pay Contractor within 45 days of receipt of an invoice meeting the above requirements.

e. The Contractor shall complete and sign a "Substitute W-9 Form" provided to the Contractor by THDA. The taxpayer identification number contained in the Substitute W-9 submitted to THDA shall agree to the Federal Employer Identification Number or Social Security Number referenced in this Contract for the Contractor. The Contractor shall not invoice THDA for services until THDA has received this completed form.

C.6. Payment of Invoice. The payment of the invoice by THDA shall not prejudice THDA's right to object to or question any invoice or matter in relation thereto. Such payment by THDA shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by THDA, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

C.8. Deductions. THDA reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any Contract between the Contractor and THDA any amounts which are or shall become due and payable to THDA by the Contractor.

C.9. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by THDA. Once this form has been completed and submitted to THDA by the Contractor all payments to the Contractor, under this or any other Contract the Contractor has with THDA shall be made by Automated Clearing House (ACH). The Contractor shall not invoice THDA for services until the Contractor has completed this form and submitted it to THDA.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. THDA is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State 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 Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- D.3. Termination for Convenience. THDA may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by THDA. THDA shall give the Contractor at least thirty days (30) 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 THDA be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, THDA shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to THDA for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of THDA. If such subcontracts are approved by THDA, they shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of THDA 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.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Prohibition of Illegal Immigrants. The requirements of Public Acts of 2006, Chapter Number 878, of the State of Tennessee, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to THDA, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to THDA a completed and signed copy of the document at Attachment A, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the Contractor and made available to state officials upon request.
- b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from

such subcontractors shall be maintained by the Contractor and made available to state officials upon request.

- c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by THDA.
- d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with THDA of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.
- e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.

- D.9. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by THDA, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.10. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from THDA require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*
- D.11. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by THDA, the Comptroller of the Treasury, or their duly appointed representatives.
- D.12. Progress Reports. The Contractor shall submit brief, periodic, progress reports to THDA as requested.
- D.13. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.14. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being an independent contractor and not an employee of THDA, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.

- D.15. State Liability. THDA shall have no liability except as specifically provided in this Contract.

- D.16. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.17. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.18. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against THDA or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.19. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.20. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.21. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

THDA:

State Contact Name & Title

State Agency Name

Address

Email Address

Telephone # Number

FAX # Number

The Contractor:

Contractor Contact Name & Title

Contractor Name

Address

Email Address

Telephone # Number

FAX # Number

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

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, THDA reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by THDA. 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 THDA any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. The Contractor shall be registered with the Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this Contract.

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

TENNESSEE HOUSING DEVELOPMENT AGENCY

RALPH M. PERREY, EXECUTIVE DIRECTOR

DATE

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION