TENNESSEE HOUSING DEVELOPMENT AGENCY

REQUEST FOR PROPOSALS
FOR
Section 8 Rental Assistance Software
RFP # 31620-00667

RFP CONTENTS

1.   INTRODUCTION

The 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

Tennessee Housing Development Agency (THDA) is seeking proposals from qualified software providers with demonstrated professional competence and experience in providing financial and housing management software applications as well as setup and installation services. The purpose of this Request for Proposals (RFP) is to solicit bids to replace the current system. With an annual operating budget of approximately $45 million, THDA maintains six thousand one hundred and forty-nine (6,149) Housing Choice Vouchers and five hundred and four (504) units of special purpose vouchers. The system shall specifically be designed to track and monitor the administration of its affordable housing program and include the ability to accommodate agencies with multi-jurisdictional rules and configuration. The new software must clearly demonstrate the ability to conform to all requirements and specifications set forth in the remainder of this RFP.

THDA is a political subdivision of the State of Tennessee, created by the Tennessee General Assembly in 1973 and governed by a 15-member board of directors. THDA is the state's housing finance agency (HFA), committed to providing eligible residents of Tennessee with quality affordable housing in decent, safe, and nourishing neighborhoods. THDA directly administers the HUD-funded *Housing Choice Voucher (HCV) Program*, which provides rental and utility assistance payments for extremely-, very-, and low-income households across the state.

THDA intends to select the software that best meets the needs and requirements of the agency. This RFP process shall ensure thorough analysis and consideration. THDA advises all interested prospective respondents to carefully review the requirements of this RFP. Written proposals will serve as the basis for initial selection. The final selection will be based on the scores established from the evaluation criteria as outlined in SECTIONS 5.1 and 6.2., which shall include oral presentations involving software demonstrations.

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 <u>must</u> 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 # 31620-00667

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

1.4.2.1. Prospective Respondents <u>must</u> direct communications concerning this RFP to the following person designated as the Solicitation Coordinator:

Emily Kelley
Professional Contracts Coordinator III
Tennessee Housing Development Agency
Andrew Jackson Building
502 Deaderick Street, Third Floor
Nashville, TN 37243-0900
Phone: 615-815-2063
EKelley@thda.org

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
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 1.7.).

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://thda.org/search/results?q=rfp.

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. Assistance to Respondents With a Handicap or Disability

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

1.6. Respondent Required Review & Waiver of Objections

1.6.1. 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").

1.6.2. 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.

1.6.3. 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.

1.7. 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.

1.8. **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		April 20, 2022
2. Disability Accommodation Request Deadline	2:00 p.m.	April 25, 2022
3. Notice of Intent to Respond Deadline	2:00 p.m.	April 25, 2022
4. Written "Questions & Comments" Deadline	2:00 p.m.	May 4, 2022
5. State Response to Written "Questions & Comments"		May 13, 2022
6. Response Deadline	2:00 p.m.	May 20, 2022
7. Scheduling of Respondent Oral Presentation (if applicable)		May 24-25, 2022
8. Respondent Oral Presentation (if applicable)		June 7-8 & June 15-17, 2022
9. State Completion of Technical Response Evaluations		June 24, 2022
10. State Opening & Scoring of Cost Proposals		June 27, 2022
11. State Notice of Intent to Award Released and RFP Files Opened for Public Inspection	4:00 p.m.	June 30, 2022
12. End of Open File Period		July 30, 2022
13. State sends contract to Contractor for signature		July 1, 2022
14. Contractor Signature Deadline	2:00 p.m.	July 15, 2022

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 1.7.).

3. RESPONSE REQUIREMENTS

3.1. Response Form

A response to this RFP must consist of two parts, a Technical Response <u>and</u> 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 <u>must not</u> include <u>any</u> 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, THDA 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. Respondent shall complete the Response Summary column as part of its Technical Response.

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 incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will not contribute to evaluations.

3.1.1.4. 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 <u>all</u> 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 <u>must</u> 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 <u>exactly</u> as required, THDA may deem the response to be non-responsive and reject it.**

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

3.1.2.2. The proposed cost shall incorporate <u>ALL</u> 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. An electronic signature is acceptable.

3.1.2.4. A Respondent must submit the Cost Proposal to THDA via email directly to the RFP Solicitation Coordinator as an entirely separate attachment from the Technical Response.

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 as specified below.

3.2.1. A Respondent must submit their response as specified below.

3.2.1.1. Technical Response

The Technical Response document should be in the form of one (1) digital document in "PDF" format and should be clearly identified as the:

"RFP #31620-00667 TECHNICAL RESPONSE"

A Respondent must label and email the Technical Response directly to the Solicitation Coordinator. Adding or copying any other THDA contacts on the email will result in immediate disqualification of the Respondent.

3.2.1.2. Cost Proposal

The Cost Proposal should be in the form of one (1) digital document in "PDF" or "XLS" format and clearly labeled:

"RFP #31620-00667 COST PROPOSAL"

A Respondent must label and email the Cost Proposal directly to the Solicitation Coordinator. Adding or copying any other THDA contacts on the email will result in immediate disqualification of the Respondent

3.2.1.3. Customer Reference Questionnaire

Customer Reference Questionnaires should be mailed or emailed DIRECTLY from the Reference themselves to the Solicitation Coordinator. If emailed, the Reference should not add or copy any Respondents on the email transmission. Any Customer Reference Questionnaire emailed directly from the Respondent will be disqualified.

An electronic signature on the Customer Reference Questionnaire is acceptable.

3.2.3. Any Respondent wishing to submit a Response in a format other than digital and/or email may do so by contacting the RFP Solicitation Coordinator.

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:

Emily Kelley
Professional Contracts Coordinator III
Tennessee Housing Development Agency
Andrew Jackson Building
502 Deaderick Street, Third Floor
Nashville, TN 37243-0900
Phone: 615-815-2063
EKelley@thda.org

THDA is not responsible for any potential mail delays.

3.3. **Response & Respondent Prohibitions**

3.3.1. A response must <u>not</u> 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 <u>not</u> 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 <u>not</u> 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 <u>not</u> 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 <u>not</u> 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 <u>not</u> 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 <u>not</u> 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.

3.3.9. This RFP is also subject to Tenn. Code Ann. § 12-4-101—105.

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 1.7). 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 B, General Qualifications & Experience Item B.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 by THDA 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. To register, please visit the Department of Revenue's Tennessee Taxpayer Access Point (TNTAP) website for Online Registration and the Vendor Contract Questionnaire. These resources are available at the following: https://tntap.tn.gov/eservices/_/#1

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. 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 the THDA 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 <u>must</u> be effected by means of a contract amendment. Further, any such amendment requiring additional goods or services must be signed by both the THDA agency head and the Contractor and must be approved by other state officials as required by applicable statutes, rules, policies and procedures of the State of Tennessee. 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 Requirement Items (refer to RFP Attachment 6.2, Section A)	**Pass/Fail Only**
General Qualifications & Experience (refer to RFP Attachment 6.2., Section B)	**30%**
Technical Qualifications, Experience & Approach (refer to RFP Attachment 6.2., Section C)	**60%**
Cost Proposal (refer to RFP Attachment 6.3.)	**10%**

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 State 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 Requirements. 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.   The Solicitation Coordinator will invite each apparently responsive and responsible Respondent to make a(n) Oral Presentation.

> 5.2.1.5.1.   The Oral Presentations are mandatory. The Solicitation Coordinator will schedule Respondent Presentations during the period indicated by the RFP Section 2, Schedule of Events. The Solicitation Coordinator will make every effort to accommodate each Respondent's schedules. When the Respondent Presentation schedule has been determined, the Solicitation Coordinator will contact Respondents with the relevant information as indicated by RFP Section 2, Schedule of Events.

> 5.2.1.5.2.   Respondent Presentations are only open to the invited Respondent, Proposal Evaluation Team members, the Solicitation Coordinator, and any technical consultants who are selected by THDA to provide assistance to the Proposal Evaluation Team.

> 5.2.1.5.3.   Oral Presentations provide an opportunity for Respondents to explain and clarify their responses and for THDA to test to better understand the practical application of the good or service as applicable. Respondents must not materially alter their responses and Presentations will be limited to addressing the items detailed in RFP Attachment 6.2., Technical Response & Evaluation Guide. Use cases will be provided that contain groupings of requirements to be used by the respondents in the demonstration. Evaluators may adjust Respondents' Technical Response scores based on Oral Presentations. **Respondent pricing shall not be discussed or provided during Oral Presentations.**

> 5.2.1.5.4.   THDA will maintain an accurate record of each Respondent's Oral Presentation session. The record of the Respondent's Oral Presentation shall be available for review when THDA opens the procurement files for public inspection.

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 <u>and</u> 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 <u>must</u> 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 <u>must</u> 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 terms and conditions or pricing negotiations 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 <u>NOT</u> 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 # 31620-00667 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 <u>must</u> attach evidence showing the individual's authority to bind the Respondent.

<u>**DO NOT SIGN THIS DOCUMENT IF YOU ARE NOT LEGALLY AUTHORIZED TO BIND THE RESPONDENT**</u>

SIGNATURE: _____

PRINTED NAME & TITLE: _____

DATE: _____

RESPONDENT LEGAL ENTITY NAME: _____

TECHNICAL RESPONSE & EVALUATION GUIDE

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 <u>all</u> RFP requirements.

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	**Item Ref.**	**Section A— Mandatory Requirement Items**	**Pass/Fail** **THDA USE ONLY**
		The Response must be delivered to THDA no later than the Response Deadline specified in the RFP Section 2, Schedule of Events.	
		The Technical Response and the Cost Proposal documentation must be packaged separately as required (refer to RFP Section 3.2., *et. seq.*).	
		The Technical Response must NOT contain cost or pricing information of any type.	
		The Technical Response must NOT contain any restrictions of the rights of THDA or other qualification of the response.	
		A Respondent must NOT submit alternate responses (refer to RFP Section 3.3.).	
		A Respondent must NOT submit multiple responses in different forms (as a prime and a subcontractor) (refer to RFP Section 3.3.).	
	A.1	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.2	Provide a statement, based upon reasonable inquiry, of whether the Respondent or any individual who shall cause to deliver goods or perform services under the contract has a possible conflict of interest (*e.g.*, employment by the State of Tennessee) and, if so, the nature of that conflict. NOTE: Any questions of conflict of interest shall be solely within the discretion of THDA, and THDA reserves the right to cancel any award.	
	A.3	Provide a statement confirming that the system will have a module to complete an initial certification based on resident demographic information and unit information in compliance with HUD and THDA State guidelines.	
	A.4	Provide a statement confirming that the system will have a process to select applicants from a waitlist based on configurable preference information sourced from the application.	
	A.5	Provide a statement confirming that the system will have a module to guide a selected applicant through an eligibility validation process and generate	

Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail THDA USE ONLY
RESPONDENT LEGAL ENTITY NAME:			
		letters/emails, request documents, validate eligibility, generate briefing appointments and issue vouchers for eligible applicants.	
	A.6	Provide a statement confirming that the system *shall support an agency with multi-jurisdictional rules by permitting rule configuration differences for up to ninety-five (95) counties.*	
	A.7	Provide a statement confirming that the system will manage the following programs: Section 8 Voucher; Family Self Sufficiency, Section 8 Homeownership, Enhanced Voucher, portability move-ins and portability move-outs.	
	A.8	Provide a statement confirming that the system will have a module to hold an RTA process, an inspection, and a lease up process to finalize the applicant getting housed.	
	A.9	Provide a statement confirming that the system will have a module to request and store the details of inspection results.	
	A.10	Provide a statement confirming that the system will have the ability to generate letters to be sent to Participants/Landlords/Owners.	
	A.11	Provide a statement confirming that the system will have the ability to make read-only forms available within the system to be added as an attachment to a letter/email.	
	A.12	Provide a statement confirming that the system shall be able to generate a custom flat file of payment information to be fed to the State of Tennessee's payment system (Edison).	
	A.13	Provide a statement confirming that the system will have a module to review existing residents and determine if that resident remains eligible for section 8 benefits.	
	A.14	Provide a statement confirming that the system will have a module or integrated solution to store rent comps, which will be used to determine unit eligibility.	
	A.15	Provide a statement confirming that the system will have a repayment module or integrated external platform to track debt owed to THDA.	
	A.16	Provide a statement confirming that the system will provide a way to generate reports that include, but are not limited to, any entry field in the system.	
	A.17	Provide a statement confirming that the system shall have a module to hold multiple waitlists of section 8 rental assistance applicants, which can then be incorporated into the draw process.	
	A.18	Provide a statement confirming that an online portal is available to be used to externally apply to the waitlist as well as a method to manually add applicants.	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	**Item Ref.**	**Section A— Mandatory Requirement Items**	**Pass/Fail** THDA USE ONLY
	A.19	Provide a statement confirming that the system will have a module to complete an initial certification based on resident demographic information and unit information in compliance with HUD and THDA State guidelines.	
	A.20	Detail how the software will execute via a web-based client; no client-server locally installed applications or Citrix/RDP implementations will be considered	
State Use – Solicitation Coordinator Signature, Printed Name & Date:			

TECHNICAL RESPONSE & EVALUATION GUIDE

6.2. SECTION B: 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 THDA 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 B— General Qualifications & Experience Items**	**Item Score** (Max 5pts each) **THDA USE ONLY**
	B.1	Detail the name, e-mail address, mailing address, telephone number, and facsimile number of the person THDA should contact regarding the response.	
	B.2	Describe the Respondent's form of business (*i.e.*, individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and business location (physical location or domicile).	
	B.3	Detail the number of years the Respondent has been in business.	
	B.4	Briefly describe how long the Respondent has been providing the goods or services required by this RFP.	
	B.5	Describe the Respondent's number of employees, client base, and location of offices.	
	B.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.	
	B.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 *nolo contendere* to any felony. If so, include an explanation providing relevant details.	
	B.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.	

RESPONDENT LEGAL ENTITY NAME:			

Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items	Item Score (Max 5pts each) THDA USE ONLY
	B.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 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. 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.	
	B.10	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. 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.	
	B.11	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.*).	
	B.12	Provide a narrative description of the proposed project team, its members, and organizational structure along with an organizational chart identifying the key people who will be assigned to deliver the goods or services required by this RFP.	
	B.13	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.	
	B.14	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: (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>	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	**Item Ref.**	**Section B— General Qualifications & Experience Items**	**Item Score** (Max 5pts each) **THDA USE ONLY**
		(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.	
	B.15	Provide documentation of the Respondent's commitment to diversity as represented by the following:	

(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 current contracts with business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises. Please include the following information:

    (i) contract description;

    (ii) contractor name and ownership characteristics (*i.e.*, ethnicity, gender, service-disabled veteran-owned or persons with disabilities);

    (iii) contractor contact name and telephone number.

(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:

    (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 <u>NOT</u> INCLUDE DOLLAR AMOUNTS**);

    (ii) anticipated goods or services contract descriptions;

    (iii) names and ownership characteristics (i.e., ethnicity, gender, service-disabled veterans, or disability) of anticipated subcontractors and supply contractors.

    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.

(d) <u>Workforce</u>. Provide the percentage of the Respondent's total current employees by ethnicity and gender.

NOTE: Respondents that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with THDA as contractors and subcontractors. Response evaluations will recognize the positive qualifications and experience of a Respondent that does business with enterprises owned by minorities, women, service-disabled

RESPONDENT LEGAL ENTITY NAME:	

Response Page # (Respondent completes)	**Item Ref.**	**Section B— General Qualifications & Experience Items**	**Item Score** (Max 5pts each) **THDA USE ONLY**
		veterans, persons with disabilities, and small business enterprises and who offer a diverse workforce.	
	B.16	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: (a) the name, title, telephone number and e-mail address of the State contact knowledgeable about the contract; (b) the procuring State agency name; (c) a brief description of the contract's scope of services; (d) the contract period; and (e) the contract number.	

	B.17	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:
		
		▪ two (2) accounts Respondent currently services that are similar in size to THDA; <u>and</u>
		
		▪ three (3) completed projects.
		
		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.
		
		The Respondent will be <u>solely</u> responsible for requesting reference questionnaires. In order to obtain and submit the completed reference questionnaires, follow the appropriate process below.
		
		If by email:
		
		(a) Add the Respondent's name to the standard reference questionnaire at RFP Attachment 6.4. and make a copy for each reference.
		
		(b) Email a reference questionnaire to each reference.
		
		(c) Instruct the reference to:
		
		   (i) complete the reference questionnaire;
		
		   (ii) sign and date the completed reference questionnaire (electronic signature is acceptable);
		
		   (iii) email the reference questionnaire DIRECTLY to the RFP Solicitation Coordinator.
		
		(d) <u>Do NOT add additional THDA email address(es) to the reference questionnaire email.</u>
		
		 If by traditional mail (usps, UPS, FedEx, etc.):
		
		(a) Add the Respondent's name to the standard reference questionnaire at RFP Attachment 6.4. and make a copy for each reference.
		
		(b) Send a reference questionnaire and new, standard #10 envelope to each reference.
		
		(c) Instruct the reference to:	

RESPONDENT LEGAL ENTITY NAME:			

Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items	Item Score (Max 5pts each) THDA USE ONLY
		(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).	
		(d) Do NOT open the sealed references upon receipt.	
		(e) Enclose all sealed reference envelopes within a larger, labeled envelope for inclusion in the Technical Response as required.	
		NOTES:	
		▪ 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.	
	B.18	Provide a statement and any relevant details addressing whether the Respondent is any of the following:	
		(a) is presently debarred, suspended, proposed for debarment, or voluntarily excluded from covered transactions by any federal or state department or agency;	
		(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;	
		(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	
		(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.	

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:	

Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items	Item Score (Max 5pts each) THDA USE ONLY
	B.19	Provide generally accepted security control features which must be available and indicate whether there is a methodology to limit system access by IP address.	
	B.20	Provide information regarding whether the system requires customizable complex passwords with a minimum of 12 characters AND uses Multifactor Authentication.	
	B.21	Provide information regarding whether there is a record locking mechanism in the system such that the same record (or case file) could not be simultaneously accessed by two separate staff members.	
	B.22	Detail whether there are record release timeouts and how such operates should a staff member leave a file open for a period of time or there is a hardware issue that prohibits completion of a transaction.	
	B.23	If cloud-based software, provide information regarding how it will provide a valid SOC 2 Type 2 certification for the system itself, not just the hosting platform such as Azure or AWS.	
	B.24	If cloud-based software, provide information regarding whether it includes a custom-reporting module inherit to the system and makes a complete data export available to the user upon request.	
	B.25	Detail how the system will include an administrative or "SuperUser" role that is the only role that can perform user assignments and permission changes.	
	B.26	Describe how all data is housed in the system such as whether it is housed on premises or by the user's host. Indicate whether the data can be requested and fully accessed in its entirety at any time or during specific hours, as applicable.	
	B.27	Provide the technical support hours in CST as well as details regarding emergency support after hours and during weekends. Provide specific contact information.	
	B.28	Provide information regarding whether there is an independent, stand-alone demonstration database for testing and how training will be provided and kept current with the system at all times.	
	B.29	Detail how you would deliver high-level data-flow, application system-flow, and process-flow diagrams.	
	B.30	Detail how you would provide a data element dictionary that will allow the identification of fields	
	B.31	Describe how you would manage the process of a system conversion if THDA were to select a new vendor to provide the contract service and requested 60 months of data history in order to be compliant with applicable state law.	
	B.32	Detail whether the software will allow for 40 concurrent users in one module at one time without loss of performance.	
	B.33	Describe whether the software will have a full testing suite to fully test internal and external systems and also include the ability to push configuration settings to either environment and refresh data upon request.	

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:			

Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items	Item Score (Max 5pts each) THDA USE ONLY
	B.34	Detail whether you will have thorough release notes that contain detailed information about all changes made with each software iteration.	
	B.35	Provide your resolution time for level 1 tickets (simple questions about system use / problems / errors) & level 2 (complex questions / problems / errors).	
	B.36	Detail whether there is a standalone document storage solution that integrates with the application.	
	B.37	Detail whether the software system has the ability to have multiple modules open for extended periods in order to toggle back and forth to work between the modules.	
Total Item Score (Sum of all points for Section B) / 185 (Maximum Possible Points) **= Raw Weighted Score** *Raw Weighted Score **X's** 30%*		**Section B Score =**	

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION C: 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 complete the Response Summary column as described in the table below and 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.

Prior to the Oral Presentation, Respondent will be provided use cases which will be workflows designed to demonstrate all requirements listed in this section. **The Item Score may be adjusted by the proposal evaluation team based on Oral Presentations.**

RESPONDENT LEGAL ENTITY NAME:						

Response Page # (Respondent completes)	Item Category	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items Please describe if your product meets the below requirement in separate document and, if applicable, explain how the requirement is met. Provide Response Page #. In the event Respondent is invited for an Oral Presentation, Respondent will be provided use cases based on the below requirements and asked to demonstrate how Respondent's product meets the requirements.	Response Summary Respondent shall complete this column as part of its response and respond with the letter D, P, M, or F for each Item: **D**- Does Not Meet **P**- Partially Meets **M**- Meets (Completely) **F**- Future Release	Item Score	Evaluation Factor	Raw Weighted Score
					THDA USE ONLY		
	Narrative	C.1	Provide a narrative that illustrates the Respondent's understanding of THDA's requirements and project schedule.			6	
	Narrative	C.2	Provide a narrative that illustrates how the Respondent will complete the scope of services, accomplish required objectives, and meet THDA's project schedule.			6	
	Narrative	C.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.			6	

RESPONDENT LEGAL ENTITY NAME:

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	Abatements / Holds	**C.4**	The system shall display HAP & UAP holds in a particular area to be worked.			6	
	Abatements / Holds	**C.5**	The system shall have the ability for a THDA user to classify a unit/owner as abated due to failing an inspection, making the repairs and returning the paperwork. An Abated unit/owner will have HAP payments suspended.			10	
	Abatements / Holds	**C.6**	The system shall have the ability to automatically start a unit/owner abatement, generate the amount abated and generate a letter based on customizable program criteria. The source of the criteria could be entered within the system or received from an external vendor.			6	
	Abatements / Holds	**C.7**	The system shall have the ability to automatically close an abatement based on custom criteria based on data entered into the system or received from an external vendor			6	
	Abatements / Holds	**C.8**	The system shall notify the external vendor when a resident moves out in the case when an inspection has been requested for that unit essentially canceling that inspection request			4	
	Abatements / Holds	**C.9**	The system shall have the ability to Create, Edit, End a HAP or UAP hold. This stops the payments from being generated and creates adjustments as appropriate.			10	
	Abatements / Holds	**C.10**	The system shall maintain history of HAP & UAP payments that were placed on hold. Reason for the hold, who created the hold and who released the hold along with the dates associated should be saved.			6	

RFP # **31620-00667**

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	Abatements / Holds	C.11	The abatement / hold functionality is intuitive, user friendly, easy to learn and efficiently executed			6	
	Accounting	C.12	The system shall allow for a quick and easy setup of an accounting ledger with minimal information required to allow for THDA to use an external GL system.			6	
	Accounting	C.13	The system shall contain a robust list of searchable payment data points including but not limited to Payment date, VMS dates, resident/vendor/landlord, increment and payment amount.			10	
	Accounting	C.14	The system shall have the ability to maintain (add, change) a ledger of tenant and owner repayments and to automatically produce delinquent notices at 60, 90 day intervals.			10	
	Accounting	C.15	The system shall calculate correct Total Tenant Payments based on HUD regulations.			10	
	Accounting	C.16	The system shall calculate monthly Housing Assistance Payments (HAP) to owners and/or other PHAs			10	
	Accounting	C.17	The system shall calculate monthly Utility Reimbursements to Tenants.			10	
	Accounting	C.18	The system shall automatically stop payments on monthly Housing Assistance Payments for all owners/other PHAs and utilities to tenants if the annual recertification date has expired.			6	
	Accounting	C.19	The system shall calculate retroactive payments to owners and tenants based on appropriate Total Tenant Payment, Gross			6	

RFP # **31620-00667**

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			Rent, and effective date to be tracked and reported within HAP register and independent.				
	Accounting	C.20	The system shall prorate payments to owners and tenants based on appropriate Total Tenant Payment, Gross Rent, and effective date to be tracked and reported within HAP register and independent.			6	
	Accounting	C.21	The system shall allow adjustments to payments for overpayments or abatements. Allow for new payment to be added.			6	
	Accounting	C.22	The system shall calculate special claims payments.			4	
	Accounting	C.23	The system shall Produce a HAP and UAP check register(s).			6	
	Accounting	C.24	The system must round all payments to the nearest dollar using HUD standards with the exception of admin fee payments			4	
	Accounting	C.25	The system shall produce a Housing Assistance Payment (HAP) Register and Utility Assistance Payment (UAP) Register for every month or other designated period (every check run) identifying owner's name, tenant name, vendor (Edison) number, tenant contract number, amount of payment, and description of payment (example: $250 August Rent for John Smith).			6	
	Accounting	C.26	The system shall have the ability to produce payment history by date. Show all information for payment.			6	
	Accounting	C.27	The system shall maintain file of each tenant payment showing name, SSN, amount of payments, dates of payments, and section 8 voucher numbers.			6	

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	Accounting	**C.28**	The system shall have the ability to archive all payment data.			6	
	Accounting	**C.29**	The system must flag and option to stop any owner who is receiving more than one payment for the same tenant and for each unit for the same period of reference.			6	
	Accounting	**C.30**	The system must flag and option to stop any tenant or family member who is receiving more than one payment for the same time period of reference.			6	
	Accounting	**C.31**	The system shall active HAP/UAP overpayments list: System must calculate debt, track and generate debt letters to all landlords, PHAs and tenants. The information must include who owes the debt, details of their account, reason for debt and amount due. If the debt has been paid then the record would be removed.			6	
	Accounting	**C.32**	The system shall provide a way for caseworkers to submit requests to financial staff to investigate missing payments			6	
	Accounting	**C.33**	The accounting functionality is intuitive, user friendly, easy to learn and efficiently executed			6	
	Alerts	**C.34**	The system shall have a customizable process of alerts to notify users working with a participant to notify that user with important information pertaining to that participant.			6	
	Alerts	**C.35**	The system shall automatically generate and alert users when there is a current repayment agreement in place for the resident and how many historic repayments exist			4	

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	Alerts	**C.36**	The system shall alert users when a payment cut off period is approaching			4	
	Alerts	**C.37**	The system shall alert users when a payment is on hold while working with the participant.			4	
	Alerts	**C.38**	The alert functionality is intuitive, user friendly, easy to learn and efficiently executed			6	
	Appeals / Hearings	**C.39**	The system shall have a module to track appeals and hearing information to hold detailed information including but not limited to dates appeals have been received, deadline date, terminations, letters generated, appeal decisions, details on the hearing, documents.			6	
	Appeals / Hearings	**C.40**	The system shall track different tasks for the appeals process required by regulations including tracking time between tasks and generating reminders for those tasks including the end of the process.			6	
	Appeals / Hearings	**C.41**	The system shall allow for the scheduling of hearings with details about the hearing			6	
	Appeals / Hearings	**C.42**	The system shall automatically send a receipt email who anyone who requests a hearing once that request has been entered into the appeals module.			4	
	Appeals / Hearings	**C.43**	The system shall be able to differentiate appeals by an applicant on the waitlist vs. an existing resident who is being recertified and be able to handle appeals, hearings or reviews and have different fields and workflows for each			4	

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	Appeals / Hearings	C.44	The system shall be able to track the disposition of a ALJ hearing			4	
	Appeals / Hearings	C.45	The system shall have the ability to create and track how many times a resident has been proposed for termination and the reason for that proposal			4	
	Appeals / Hearings	C.46	The system shall notify the assigned specialist of the outcome of a review/hearing/appeal			4	
	Appeals / Hearings	C.47	The system must allow for pending termination based on programs violations by the tenant and notices to be sent to both parties informing them of the pending terminations and the appeal process.			10	
	Appeals / Hearings	C.48	The system must track the complete appeals process to include notification to tenant and landlords of the scheduled hearing dates, and results of the hearing. Payments will continue to be paid until the matter is resolved. (FSS clients escrow balance must be included in these notifications).			4	
	Appeals / Hearings	C.49	The system must record actions taken on the appeals record by the worker who initiated the actions.			6	
	Appeals / Hearings	C.50	The appeals / hearings functionality is intuitive, user friendly, easy to learn and efficiently executed			6	
	Certification	C.51	**The system shall have a module to complete an initial certification based on resident demographic information, unit information following HUD and THDA State guidelines**			10	
	Certification	C.52	The system shall hold a utility schedule matrix that can hold a list of utility types and allowances by county updated yearly to			6	

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			determine the calculation of UAP and must round to HUD specifications.				
	Certification	C.53	The system shall hold a matrix of Payment Standards that can be updated yearly and used in the recertification process to determine eligibility.			6	
	Certification	C.54	The system shall prompt the user to ask which year's payment standard to utilize if there is a decrease in the payment standard from the prior year.			6	
	Certification	C.55	The system shall auto implement voucher size (bedrooms allowed) based on household size and composition. If the resident is issued a larger voucher and the resident chooses a smaller unit, the payment needs to be calculated based on the smaller unit and not the voucher size.			6	
	Certification	C.56	When processing an interim or annual recertification, the system shall provide a means to automatically calculate the correct utility allowances			6	
	Certification	C.57	The system shall generate an automated calculation of HAP based on data entered into the system including but not limited to Household composition, assets, expenses (medical & childcare), income, and deductions including disabled and children. This will feed into the 50058.			10	
	Certification	C.58	The system shall hold the HUD Passbook rate for assets for over $5000 which automatically determines income from those assets.			4	
	Certification	C.59	The system shall calculate the eligibility for an RTA based on the 40% rule.			10	

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	Certification	C.60	The system shall have a feature that will stop a cert from being locked in by detecting PIC errors with fatal errors vs warnings. I.e. you have an 18 year old marked as a child or that you are counting a 16 year old's income. The system shall prompt the user to fix the error.			6	
	Certification	C.61	The system shall upload a certification to PIC			10	
	Certification	C.62	The system shall allow for corrections to be made to certifications before and after a record is published to PIC including the ability to submit a void submission and stopping a specific certification from being submitted to PIC			10	
	Certification	C.63	The system shall automatically populate the next annual recertification date on the working certification to ensure the next annual date is transmitted to PIC consistently with every certification			6	
	Certification	C.64	The system shall alert users and force review of the next annual recertification date if it is greater than 12 months on the working cert prior to locking it			6	
	Certification	C.65	The system shall allow for reasonable accommodations to be approved or denied with fields available to track decisions.			10	
	Certification	C.66	The system shall calculate total tenant payment (TTP) HAP and tenant rent by HUD regulation and flag any ineligibility criteria (i.e. over 40%).			10	
	Certification	C.67	The system shall have the ability to electronically flag a tenant file and generate payment adjustments. This needs to be date driven with the ability to calculate a pro-rate payment.			6	

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	Certification	C.68	The system shall display in a summary the status of all Section 8 allocations (i.e., vouchers under lease, vouchers remaining to be issued, etc.) within each voucher grouping, as well as by total agency			4	
	Certification	C.69	The system shall identify if a unit address has changed and update all forms and/or screens where that address is used.			4	
	Certification	C.70	The system shall update a participant record with the HAP change notice received and the landlord and tenant informed of changes by automatically generating a form letter.			10	
	Certification	C.71	The system should identify a participant where termination avoidance information was requested and it was not received by the end of the thirty (30) day period.			6	
	Certification	C.72	The system must have the capability to process enhanced vouchers as a result of HUD foreclosures, or HUD property disposition or any other HUD designated programs.			10	
	Certification	C.73	The system must allow staff to be able to enter a rent increase after receiving proper documentation from the landlord. The system would then trigger the user to complete a rent comparison to validate the increase.			6	
	Certification	C.74	The system must be able to identify the relationship of all family members to the head of household.			10	
	Certification	C.75	The system must be able to track Zero HAP and automatically prompt the user to notify the tenant and landlord of expiration/termination from the program.			4	

RFP # **31620-00667**

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	Certification	C.76	Utility allowance must correspond with the lesser of the allocated or selected bedroom size of the voucher. If the participant chooses a larger bedroom size then they would be paid with the allocated size. If the participant chooses a smaller bedroom size than what was allocated then they would be paid the lesser.			4	
	Certification	C.77	The system should have the ability to generate an interim certification to revise information like income which has changed prior to the annual recertification.			10	
	Certification	C.78	The system must detail all reasons for terminations and must include the effective date and allow for appropriate letters to landlord & tenant to be sent. The system must allow advance and retroactive terminations.			10	
	Certification	C.79	The system must flag/alert case workers for terminated participants for violations to include the length of ineligibility status. This should be visible upon application for new assistance.			4	
	Certification	C.80	The system must allow for the modification of a future move out date			10	
	Certification	C.81	The certification functionality is intuitive, user friendly, easy to learn and efficiently executed			6	
	Draw	C.82	**The system shall have a process to select applicants from a waitlist based on configurable preference information sourced from the application**			10	

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	Draw	C.83	The system shall have a highly configurable method of using custom preferences such as but not limited to current location, areas that may have had a disaster, on a prior waitlist but returned due to funding limits and length of time on the waitlist.			10	
	Draw	C.84	The system shall have the ability to weigh preferences differently according to THDA policy which will affect the order of the draw.			6	
	Draw	C.85	The draw functionality is intuitive, user friendly, easy to learn and efficiently executed			6	
	Eligibility Validation	C.86	**The system shall have a module to walk a drawn applicant through an eligibility validation process where letters/emails can be triggered, documents requested, eligibility is validated, briefing appointments are generated and vouchers are issued for eligible applicants.**			10	
	Eligibility Validation	C.87	The system shall have the ability to classify in bulk any applicants that are considered a "No-Show" to appointments and are now not eligible to receive benefits. Those applicants will be brought through the close-out process automatically.			6	
	Eligibility Validation	C.88	The system shall Issue a voucher for applicants that are deemed eligible for benefits. The vouchers will reflect the correct bedroom size according to THDA policies and administrative plan.			10	
	Eligibility Validation	C.89	The system shall automate the creation of the search range of acceptable rent plus utilities and include that in the voucher issuance.			6	

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	Eligibility Validation	**C.90**	The system shall allow for the customization of denial reasons if an applicant does not meet eligibility.			10	
	Eligibility Validation	**C.91**	The eligibility validation functionality is intuitive, user friendly, easy to learn and efficiently executed			6	
	FSS	**C.92**	The system shall hold a matrix of FMRs (Fair Market Rents) which will allow the FSS program to determine if the resident is over or under FMR for graduation purposes.			6	
	FSS	**C.93**	The system shall detect if an exit addendum is not created before an EOP (End of Participation) is generated. The system shall alert and present a PIC error if that is the case.			10	
	FSS	**C.94**	The system shall hold a matrix of maintenance and repair allowances by bedroom size to automatically calculate subsidy assistance to be applied to the HAP.			4	
	FSS	**C.95**	The system shall calculate escrow based on financial information entered for the applicant			10	
	FSS	**C.96**	The system shall be able to generate the FSS contract as a .pdf based on legal language and system fields			6	
	FSS	**C.97**	The system shall generate an ITSP (Individual Training Service Plan) for participants based on the FSS action plan. The plans should be customizable with the ability to apply participant specific goals and then track their progress. The plan should then be able to generate a .pdf. The goals need to be able to be modified or removed if situations change.			6	

RFP # **31620-00667**

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	FSS	C.98	The system shall hold a FSS Resource database containing vendor/agency information with services and contact data.			4	
	FSS	C.99	The system shall detail HAP payment information by vendor (bank) to explain how direct payments should be divided by participant on a monthly basis			6	
	FSS	C.100	The system shall track applicants that are on a waitlist for qualified potential program clients due to staffing resources not being available yet.			4	
	FSS	C.101	The system shall be able to identify qualified program applicants based on set customizable criteria from their demographic and financial information			4	
	FSS	C.102	The system shall generate an alert or a task to notify a specialist when a 6 month FSS progress addendum needs to be entered into the system			6	
	FSS	C.103	The system shall submit a record to PIC for Initial, progress and exit Addendums			10	
	FSS	C.104	The system shall generate payments for escrow accounts with calculations automatically incorporating HAP payment information			10	
	FSS	C.105	The system shall be able to add accrued interest to escrow accounts automatically calculating the amount after the percentage has been entered			10	
	FSS	C.106	The system should calculate FSS escrow information including manual entry of interest.			10	

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	FSS	**C.107**	The system should maintain FSS Program participation records on those Section 8 participants identified within the Recertification Module.			6	
	FSS	**C.108**	The system should have a distinct FSS Participation screen or screens must contain the following information relative to the FSS participant: • Name (last, first MI) • Date of birth • Unit address • County of current residence • Social Security number • Employment status (FT or PT or UE) • Number of years of education (up to 18) • Food stamps received (Y or N) • Medicaid received (Y or N) • Receiving services from JOBS (Y or N) • Receiving services from JTPA (Y or N) • Identification of services needed and number of household participants participating and completing: o Education o Remedial education o High school/GED o Post secondary o Vocation/job training o Job search/placement o Transportation o Health services o Alcohol/substance and other abuse counseling o Personal and parenting skills counseling o Household management and budget counseling o Homeownership counseling o Mental Health services			10	
	FSS	**C.109**	Maintain all tenant information relative to families enrolled in the Section 8 Family Self Sufficiency Program. The information/data must be utilized to produce a HUD 50058 FSS Form electronically.			6	

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	FSS	C.110	System must be able to maintain the Escrow Account Balance Totals for each participant. It is required that the FSS Escrow Balance Totals are calculated by the system.			10	
	FSS	C.111	This includes format for data entry on FSS participants and a monthly report that identifies account status. The four accounts maintained in this module include: • Current FSS Account Monthly Credit • Interest to be earned by participant • Current FSS Account Balance and date • FSS Account Amount Disbursed to the Family and date of Disbursement			10	
	FSS	C.112	The system must be able to produce a HUD 50058 FSS and electronically transmit form to HUD. HUD 50058 FSS must include applicable tenant information from other fields and allow for the following information to be identified on the report: a. Type of report (enrollment/progress/exit) C. Effective date of FSS action (mm/dd/yyyy) c. Initial start and end dates of contract participation (mm/dd/yyyy) d. Contract date extended to (mm/dd/yyyy) e. Number of family members with services plan f. Reason for exit: • Left voluntarily • Asked to leave program • Left because essential service was unavailable • Contract expired but family did not fulfill obligations			10	

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	FSS	**C.113**	The system must be able to produce on a monthly/quarterly/annual basis the following FSS program reports:			10	
	FSS	**C.114**	The system shall allow for corrections of FSS addendums without having to void past certifications.			6	
	FSS	**C.115**	The FSS functionality is intuitive, user friendly, easy to learn and efficiently executed			6	
	HOV	**C.116**	The system must be able to generate inspection letters to the homeowner and not the Lender/HAP Payee			6	
	HOV	**C.117**	The system must have a homeownership tab in order to list monthly HOV payments and maintenance allowances, HOV expenses			6	
	HOV	**C.118**	The system must have a defined field to list HAP Payee			6	
	HOV	**C.119**	The system must be able to differentiate between a HOV inspection and HCV inspection			6	
	HOV	**C.120**	The system must be able to differentiate between a HOV and HCV participants			6	
	HOV	**C.121**	The HOV functionality is intuitive, user friendly, easy to learn and efficiently executed			6	
	General	**C.122**	**The system shall accommodate agencies with multi-jurisdictional rules and configuration**			10	
	General	**C.123**	**The system must manage the following programs: Section 8 Voucher; Family Self Sufficiency, Section 8**			10	

RFP # **31620-00667**

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			Homeownership, Enhanced Voucher, portability move-ins and portability move-outs.				
	General	C.124	The system shall provide a spell checking tool for all narrative fields			4	
	General	C.125	The system shall store all changes to records in a record history area (audit trail) available within the system			10	
	General	C.126	The system shall have the ability to require any field and not let the user continue to the next screen without populating that field			6	
	General	C.127	The system shall have help features to provide help to system users including a customizable system training feature / user manual and individual help tags for fields that may require further explanation			4	
	General	C.128	The system shall have a separate area for specific THDA Program training documents, FAQs and resource libraries			4	
	General	C.129	The system shall have the ability to add custom fields for additional information required in any module			4	
	General	C.130	The system shall have configurable field validations to insure data manually typed in conforms to required formats. Examples include but are not limited to: A supplier number must be 10 digits, SSN must be 9, Phone number formatting, email address must have an @.XXX, etc...			6	
	General	C.131	The system shall have the configurable ability to identify potential duplicate records at the time of the creation of a new landlord/owner/resident/unit			6	

RFP # **31620-00667**

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	General	C.132	The system shall allow a user to identify where a field on the UI is within the database			6	
	General	C.133	The system shall allow for the creation of a variety of voucher program types to accommodate new and distinct programs.			6	
	General	C.134	The system must contain a calculator program that will return the sum into the currently selected data entry field. This program must be accessible throughout the system.			6	
	General	C.135	The system shall have the ability to assign caseworkers to a set of tenants and/or applicants, and the caseworker name should display in various search boxes as one of the output fields. Example: search for a tenant and the assigned caseworker name shall display along with the tenant's information.			6	
	General	C.136	The system shall prompt a user to select the proper US Postal standardization format when an incorrect format has been entered			6	
	General	C.137	The system shall have a module or an external integration for criminal background checks with the ability to store the results of that check in the system.			10	
	General	C.138	The system shall allow for a supervisor to reassign tasks in mass or individually			6	
	General	C.139	The system shall have a dashboard which will show users and management a summary of tasks due by module			4	
	General	C.140	The system shall track tasks for anything that has a due date including but not limited to Interim certifications, relocation paperwork, annual certifications, for participants and applicants			4	

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			then visually notify the caseworker when a due date is approaching and past due.				
	General	C.141	The system shall allow for 36 months of history to be loaded from the prior system			10	
	General	C.142	The system shall have an integrated ability to collect E-signatures from participants for various documents			6	
	General	C.143	The system shall have a module to contain Project Based Vouchers with standard project based fields and reporting capabilities."			6	
	Housing the applicant	C.144	**The system shall have a module to hold an RTA process, an inspection and a lease up process to finalize the applicant getting housed.**			10	
	Housing the applicant	C.145	The system shall automatically determine the applicant's eligibility of a proposed unit based on HUD guidelines including but not limited to Income, expenses, deductions, rent and utility schedules. The system shall contain tables to hold all of the required ranges.			6	
	Housing the applicant	C.146	The system shall have a clock for the RTA process to track the time allowed for that process with the ability to stop the clock according to customizable approved reasons.			10	
	Housing the Applicant	C.147	The system shall share applicant data from waiting list program to participant program file automatically when applicant becomes a participant.			6	
	Housing the Applicant	C.148	The system shall have the ability to indicate an appointment as a no show or other denial reasons and be removed from a			10	

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			waiting list (with reason code), unless it has been marked for reschedule.				
	Housing the Applicant	C.149	The system shall auto-assign a voucher number to eligible applicants and generate a HUD voucher form for each eligible applicant with all required fields.			6	
	Housing the Applicant	C.150	The system shall keep track of 75% admissions at or below 30% of median income; 25% between 30% and 50% of median income and notify THDA leadership if this becomes out of alignment			10	
	Housing the Applicant	C.151	The system shall have the ability to track all special programs vouchers (Mainstream, VASH, EHV, etc.)			10	
	Housing the Applicant	C.152	The system shall perform on-screen calculation for purposes of estimating the applicant's maximum initial rent burden once verification is received and income calculated to provide the participant with the 40% estimate.			6	
	Housing the Applicant	C.153	The system shall provide the ability to generate a Request for Tenancy Approval			6	
	Housing the Applicant	C.154	The system shall provide a queue of expired vouchers to then be worked by the caseworker that issued them			6	
	Housing the Applicant	C.155	The Housing the applicant functionality is intuitive, user friendly, easy to learn and efficiently executed			6	
	Inspection	C.156	**The system shall have a module to request and store inspection result details**			10	

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	Inspection	C.157	The system shall have a module for inspection details including but not limited to the ability to request and submit to external sources, track results and automatically determine when the next inspection is due			10	
	Inspection	C.158	The system shall be able to generate a file or json record to be sent to an external vendor who completes inspections for THDA. The file shall include inspection request data including but not limited to details about the resident and unit. The system shall then be able to receive a return record to populate in the system the results of the inspection.			6	
	Inspection	C.159	The system shall have the ability for a real time API data transfer for the external vendor requests and receipts			4	
	Inspection	C.160	The system shall be able to automatically generate annual vs. bi-annual inspection requests based on customizable Program Criteria			6	
	Inspection	C.161	The system shall be able to automatically generate randomized quality control inspection requests based on customizable Program Criteria			4	
	Inspection	C.162	The system shall be able to accept an external file that contains requests for extensions with the ability to approve or deny that extension, add details to the record and send it back to the external vendor with that response. The system shall update any tasks/notifications of the updated inspection due date			6	
	Inspection	C.163	The system shall identify late inspections that would show up as a failed HQS PIC measure before they meet the late classification and identify them as a high priority task for THDA			6	

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			inspection staff and be able to submit them to the external vendor as a high priority inspection request.				
	Inspection	C.164	The system shall automatically transmit data to the third party inspection vendor notifying them or canceling the scheduled inspection when a resident moves out of a unit to prevent unnecessary inspections of vacant units for annual and biennial inspections.			6	
	Inspection	C.165	The system shall check for the presence of the tenant's name when transmitting an initial inspection requests. If no tenant name is present, the system shall alert appropriate staff.			6	
	Inspection	C.166	The system shall be compliant with the 52580 HUD form and include all pass/fail items and rooms. If HUD updates the form, then the system shall be updated to comply.			10	
	Inspection	C.167	The system shall have an inspection summary section that lists all pass/fail items with the ability to filter for all items that have passed and all items that have failed.			6	
	Inspection	C.168	The system shall indicate on the inspection results each failed item and if the responsibility is landlord or tenant			6	
	Inspection	C.169	The system shall provide an inspection history of fail, pass and pass with comments from the prior years by unit			6	
	Inspection	C.170	The system shall tie the Inspection to the RTA so we know which tenant contact to add to the inspection request			6	
	Inspection	C.171	The system shall track any re-inspections or emergency inspection requests passed to THDA from an external vendor			6	

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	Inspection	**C.172**	The system shall have a dashboard to display any inspections at risk of expiring with configurable settings			4	
	Inspection	**C.173**	The system shall have the capability of conducting HQS inspections at the same time as recertification.			6	
	Inspection	**C.174**	The Inspection functionality is intuitive, user friendly, easy to learn and efficiently executed			6	
	Letters	**C.175**	**The system shall have the ability to generate letters to be sent to Participants/Landlords/Owners**			10	
	Letters	**C.176**	**The system shall have the ability to make read only forms available within the system to then be added as an attachment to a letter/email**			10	
	Letters	**C.177**	The system shall allow for a physical letter and or emails with a letter attachment to be sent to residents, landlords, owners and other entities containing information entered in any module individually or by a batch.			6	
	Letters	**C.178**	The vendor shall have canned letters available for use under the category of Accounting / Financial. Please review the master list of letters addendum and indicate which reports you have available that are similar to the title and description provided.			6	
	Letters	**C.179**	The vendor shall have canned letters available for use under the category of Certifications. Please review the master list of letters addendum and indicate which reports you have available that are similar to the title and description provided.			6	

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	Letters	C.180	The vendor shall have canned letters available for use under the category of FSS. Please review the master list of letters addendum and indicate which reports you have available that are similar to the title and description provided.			6	
	Letters	C.181	The vendor shall have canned letters available for use under the category of Intake. Please review the master list of letters addendum and indicate which reports you have available that are similar to the title and description provided.			6	
	Letters	C.182	The vendor shall have canned letters available for use under the category of Housing the Applicant. Please review the master list of letters addendum and indicate which reports you have available that are similar to the title and description provided.			6	
	Letters	C.183	The vendor shall have canned letters available for use under the category of Other Documents. Please review the master list of letters addendum and indicate which reports you have available that are similar to the title and description provided.			6	
	Letters	C.184	The vendor shall have canned letters available for use under the category of Portability. Please review the master list of letters addendum and indicate which reports you have available that are similar to the title and description provided.			6	
	Letters	C.185	The system shall automatically generate an email copy to the recipient for any physical letters generated.			4	
	Letters	C.186	The system shall store all letters generated within the system with the ability to regenerate the letter and send again retaining the original date.			6	

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	Letters	C.187	The system shall auto generate repayment letters when a monthly payment has been determined			6	
	Letters	C.188	The system shall store all documents & letters within the system including those entered by THDA users and via any linked portal			4	
	Letters	C.189	The system shall hold HUD-mandated (i.e. HAP contract, Tenancy Addendum) and State specified forms or letters. These forms should automatically populate tenant information from the system database.			6	
	Letters	C.190	The Letter functionality is intuitive, user friendly, easy to learn and efficiently executed			6	
	Letters	C.191	The system shall allow for the automation of English or Spanish language to be sent to the participant based on the participant's preferred language.			6	
	Notes	C.192	The system shall provide a function to generate and store notes for Residents, Owners and Property Managers for all modules in the system			6	
	Notes	C.193	The system shall have a note type for notes to make them easier to identify in a list. This will make notes available either within a module or provide a central view of all notes throughout the system			4	
	Notes	C.194	The system shall be able to filter notes by different note criteria restricting what types of notes are viewed			4	

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	Notes	C.195	The system shall allow the ability to select multiple tenant files to place the same note without having to place the notes in each file individually.			4	
	Notes	C.196	The notes functionality is intuitive, user friendly, easy to learn and efficiently executed			6	
	Payment System Interface	C.197	**The system shall be able to generate a custom flat file of payment information to be fed to the State of Tennessee's payment system called Edison**			10	
	Payment System Interface	C.198	The system shall distinguish between sub programs, agency type and transaction type in the payment file with the ability to customize the fields included in each type.			6	
	Payment System Interface	C.199	The system shall be able to populate an ERP transaction file as required for purchase orders, accounts payable vouchers or others similar transactions as required with a variable data set for the account distribution line (account coding consists of GL Account number, department ID, contract number, payment amount, invoice number, transaction description, program code and other similar data as required)			6	
	Payment System Interface	C.200	The system shall automatically import and populate the supplier number, address and location code from an external payment system into the resident/vendor/landlord/owner and other fields as required			6	
	Payment System Interface	C.201	The system shall indicate if a payee has a direct deposit setup for them with the ability to import that data from an external payment system			6	

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	Payment System Interface	**C.202**	The system must be able to produce a monthly or interim text file for HAP & UAP Payments, which can occur at any time of our choosing.			6	
	Payment System Interface	**C.203**	The system must allow for user defined fields, these fields will be assigned values by the State of TN and is part of the text file created by the System.			6	
	Payment System Interface	**C.204**	The system shall allow for the integration of a payment system via an API or nightly file transfer			4	
	Payment System Interface	**C.205**	The system shall generate a unique invoice ID (identifier) that would be distinct across all vendors and be included with all payment transactions. It would be helpful if the ID would consist with a combination of system identifier, vendor identifier and payment id.			4	
	Payment System Interface	**C.206**	The system shall identify any individual items in the batch file a failure to submit to the external payment system to allow a user to rework that submission and generate an error file for items to be worked. There would be an ability to resubmit any fixed items and a reconciliation report that can be run to find mismatches between items in the system vs. items in the external payment system.			4	
	Payment System Interface	**C.207**	The system shall have the ability to integrate payment failure data from an external system and trigger tasks for those payments to be resolved.			4	

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	Payment System Interface	C.208	The payment system interface functionality is intuitive, user friendly, easy to learn and efficiently executed			6	
	Payments	C.209	The system shall be able to process HAP and UAP payments separately to accommodate a vendor or resident that does not have required demographic information complete. Once the Demographic information has been completed the missing payment would be processed.			6	
	Payments	C.210	The system shall have the ability to flag potential duplicate payments based on configurable comparable fields			6	
	Payments	C.211	The system shall be able to identify missing information required for our state payment processor and alert and flag those items for easy removal and reintegration once the missing data has been entered. The system will alert the payment staff of potential missing items before the payment processing starts.			6	
	Payments	C.212	The system shall have a process of payment holds that will automatically trigger off of events that occur within the system. An example could be that a 1099 is returned which is information fed from an external system.			4	
	Payments	C.213	The system shall have a payment processing workflow that is streamlined with automated features that does not require a subject matter expert to complete.			6	
	Payments	C.214	The system shall have a payment process where if an item is placed on hold, there will be a reminder configured to remind the specialist to follow up on the hold reason to resolve. An example could be if a vender ID is missing from a certification,			4	

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					\multicolumn THDA USE ONLY		
			we would want to allow for the certification to be locked but a reminder for the specialist to locate and populate the vendor ID before the payment processed would be generated.				
	Payments	**C.215**	The system shall auto-generate negative and positive adjustments on certifications including retroactive with the ability to manually create them when necessary.			6	
	Payments	**C.216**	The system shall have flags to indicate duplicate payments based on configurable data points. If a duplicate payment is identified, the system shall alert the user.			6	
	Payments	**C.217**	The system shall allow for the search for a landlord, owner or resident by the vendor supplier number			6	
	Payments	**C.218**	The system shall allow for the voiding of a payment with the option to generate a payment again or not			6	
	Payments	**C.219**	The system shall allow the ability for accounting to move a negative payment amount into accounts receivable when a negative payment is due			6	
	Payments	**C.220**	The system shall have a payment history ledger with payment details (payment type, dates, amount, check number, payee) for all payments by resident			6	
	Payments	**C.221**	The system shall restrict a Tax ID to be owned by only one vendor record			6	
	Payments	**C.222**	The system shall allow payment staff to set the cut off calendar which restricts other users from creating new certifications with the effective dates on or before the cut off period			6	

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	Payments	**C.223**	The system shall have a payment system for portability vouchers to generate account receivable/payable records for incoming and outgoing port agreements with other agencies			6	
	Payments	**C.224**	The system shall allow manual payment adjustments to be created and deleted by the user.			6	
	Payments	**C.225**	The system shall lock the users from creating new certifications during a configurable cut off period			6	
	Payments	**C.226**	The payment functionality is intuitive, user friendly, easy to learn and efficiently executed			6	
	Portability	**C.227**	The system shall have a place to store and update the PHA admin fee schedule published by HUD to then be used to automatically and correctly calculate the admin fees that generate accounts receivable and payable records according to the effective date. Individual PHA Schedules shall be able to be individually updated.			10	
	Portability	**C.228**	The system shall be able to hold PHA Agency information including but not limited to Name, PHA Code, Contact information			6	
	Portability	**C.229**	The system shall have a place in the certification module to track port records that include initiating and receiving PHA, the PHA code and the admin fees associated with the cert.			10	
	Portability	**C.230**	The system shall automate the sending of the 52665 form to an originating PHA whenever the 50058 is generated.			10	
	Portability	**C.231**	The system shall alert users when a voucher is a portability.			6	

RFP # **31620-00667**

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	Portability	**C.232**	The system shall automatically warn a user before they lock the certification that a port voucher requires an admin fee if the admin fee is blank.			6	
	Portability	**C.233**	The system shall automatically update admin fees within active certifications when a new admin fee schedule is updated if the active cert is within the new effective date period.			6	
	Portability	**C.234**	The system needs to be able to enter the HUD portability percentage and national proration factor			10	
	Portability	**C.235**	The System must be able to track all incoming and outgoing portables.			6	
	Portability	**C.236**	The System must have the ability to notify the receiving PHA (either in writing or by email) at least 120 days prior to the anniversary date of the lease for the recertification process.			10	
	Portability	**C.237**	The system should allow tracking capability to identify absorption. The system must allow information to be sent to the originating housing authority.			6	
	Portability	**C.238**	The System must be able to forecast the Administration Fees and the system must automatically pay outgoing portable just like any other contract.			10	
	Portability	**C.239**	The system must automatically send billing information to the originating PHA.			10	
	Portability	**C.240**	The system shall time and date stamp the 52665 form and have a confirmation of receipt			6	

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	Portability	**C.241**	The portability functionality is intuitive, user friendly, easy to learn and efficiently executed			6	
	Portal	**C.242**	The Online portal where the applicant applies to the waitlist will have the ability for the applicant to check their status or update their address among other features. If the applicant updates their address, a history of the original address at the time of the application will be held for eligibility verification.			10	
	Portal	**C.243**	The system shall provide an external online portal to accept applications for open section 8 waitlists collecting demographic, financial and customizable questions. The system will also have the ability to turn waitlists on and off to external applications according to THDA voucher availability.			10	
	Portal	**C.244**	The waitlist portal shall have a feature that requires an email address and sends the applicant a confirmation email before they can proceed.			10	
	Portal	**C.245**	The system shall allow the option of uploading documents to the waitlist portal at the time of application.			4	
	Portal	**C.246**	The system shall have a resident portal that allows for the submission of initial certs and recertifications			6	
	Portal	**C.247**	The system shall capture documents and data which will be entered externally via the portal but also be available via the internally viewed resident record			6	
	Portal	**C.248**	The system shall allow for a resident to request an appeal through the portal with all of the required fields necessary to			6	

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			process that request. The resident will receive an email confirming that request.				
	Portal	C.249	The system shall allow for electronic signatures for residents/owners/landlords for sign off requirements			6	
	Portal	C.250	The system's external portal shall remind participants when a document is coming up on a due date			6	
	Portal	C.251	The portal functionality is intuitive, user friendly, easy to learn and efficiently executed			6	
	Portal	C.252	The system shall allow FSS and HOV program applicants to apply on an on-line portal answering program specific questions and providing demographic & financial information via distinct fields or attachments			6	
	Portal	C.253	The FSS/HOV portal shall have distinct applications for FSS vs. HOV with customization available to support the distinct programs			6	
	Portal	C.254	THE FSS/HOV portal shall feed the application information into the main system allowing the FSS/HOV staff to accept or reject the applications			6	
	QA	C.255	The system shall automatically generate a random configurable case sample set based on multiple possible criteria points.			6	
	QA	C.256	The system shall have a module to document a QA review of a selection of certifications including the draw, RTA, new admission or recertification, including not limited to the date of the review, comments and outcome			6	

RFP # **31620-00667**

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	QA	C.257	The QA functionality is intuitive, user friendly, easy to learn and efficiently executed			6	
	Recertification	C.258	**The system shall have a module to review existing residents and determine if that resident is still eligible for section 8 benefits.**			10	
	Recertification	C.259	The system shall utilize existing data collected for the new admission certification to prompt the specialist to re-confirm the data for a recertification			6	
	Recertification	C.260	The system shall include the latest inspection data in with the recertification review to then be ultimately used for the PIC submission.			6	
	Recertification	C.261	The system shall pull the most recent utility allowances and payment standards to be used with the recertification review			10	
	Recertification	C.262	The system shall enforce the recertification timeline and stop payments for a delinquent annual review			10	
	Recertification	C.263	The system shall provide a way for a manager to make a modification to the voucher to accommodate reasonable accommodations, family members aging up or other for other policy reasons			10	
	Recertification	C.264	The system shall maintain a comprehensive historical record of all tenant certifications, interim and annual recertifications (50058 forms) and housing assistance payments to reflect at a minimum: • Household members, including names, birth dates, and social security numbers of each			10	

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			• Unit address and mailing address for each HOH and family member if different that the unit address • Owner name, address, and social security or tax id number • TTP • Contract and gross rent • Housing assistance payments to owners and tenants indicating dates of payments and amounts • Transaction type and effective date • HUD project number				
	Recertification	C.265	Create and electronically transmit HUD Form 50058 to HUD in accordance with HUD requirements. • Must report effective date of transmission • Must report effective month of transmission • Must edit for all HUD fatal errors (as defined by HUD) prior transmittal to HUD. • Must be able to breakdown the warning and error message from MTCS, allow the operator to correct the errors, and only re-transmit corrected records. • Must sequence transactions for transmittal by effective date.			10	
	Recertification	C.266	The system shall validate the Payment Standard for recertifications to assist with data accuracy			10	
	Recertification	C.267	The system shall allow for multiple users to populate information on the recertification but the effective date of the information should be used to determine what information is effective vs. historical.			6	
	Recertification	C.268	The system shall have the ability to change allowances including but not limited to Utilities, dependents, disability or			10	

RFP # **31620-00667**

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			medical which will modify the Total Tenant Payment and produce letters notifying tenant and owner of the change.				
	Recertification	C.269	The system shall have the ability to maintain and recall dates of annual and interim recertifications needed for each tenant.			6	
	Recertification	C.270	The system shall track the following information on all approved units for head of household and for all the associated household members: • Full Name • Date of birth • Social Security Number • Relation (Head, Spouse, Co-Head, etc.) • Race • Ethnicity • Sex • Citizenship or Alien Status • Status (Disabled, Elderly, Handicapped, Single/Pregnant, Emancipated Minor) • Reasonable Accommodation Required • All Sources of Income (type and amounts) • Employer name and address • Assets (including location and address of asset) • Exclusions • Tenant Mailing Address • Tenant Unit Address • Owner Social Security or Tax Identification Number • Owner Name • Agent Name • Owner/Agent Mailing Address • Owner/Agent Phone • Date of 1st appt (For annual recertification appointments) • Time 1st appt (For annual recertification appointments) • Date of 2nd appt (For annual recertification appointments) • Time of 2nd appt (For annual recertification appointments) • Date of termination • Reason for termination • County or MSA • Program Type • Project Number • Bedroom Size Allocated • Local Preference Status • Hard to House Status • Income Limits • Unit Type • Leased in Place Status • Living in Other Subsidized Property • Date of Last HQS Inspection • Pass Date of Last HQS Inspection • Pass/Fail Status • Damages or Other Debt Owed • Fair Market Rent or Payment Standard • Allowances and Types • Deductions and Types • Contract Rent • Utility Allowance • Gross Rent • Total Tenant Payment • Housing			10	

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			Assistance Payment • Utility Reimbursement • Contract Effective Date • Contract End Date • Lease Effective Date • Lease Expire Date • ACC Number • Cost Center (required for Payment Processing) • Census Tract • Transaction Type • Transaction Effective Date • Next annual recertification and/or interim date • Security Deposit • Exception Rent • FSS Participant (Y or N) • Base Rent • Portability Status • All other information required for HUD 50058 processing • Assigned field representative • Years of Education (HOH only) • TennCare/Medicaid Enrolled (HOH only) • Food Stamp Enrolled (HOH only) • Such other additional fields as may be desired or required by the State or HUD				
	Recertification	C.271	The system shall have the ability to calculate gross and adjusted annual income.			10	
	Recertification	C.272	The system shall have the ability to Calculate Assets.			10	
	Recertification	C.273	The system shall have the ability to maintain and modify each of the following HUD parameters • Allowances for Dependents • Allowances for Elderly Household • Passbook Savings Rate • Minimum Rent			10	
	Recertification	C.274	The system shall have the ability to future or back date revised information, i.e income, changed prior to effective date of recert. The user should be able to change the date or delete if the record has not been submitted to PIC.			10	
	Recertification	C.275	The recertification functionality is intuitive, user friendly, easy to learn and efficiently executed			6	

RFP # **31620-00667**

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	Rent Comparables	**C.276**	The system shall have a module or integrated solution to store rent comps which will be used to determine unit eligibility			10	
	Rent Comparables	**C.277**	The system shall have a module or an external integration of a rent comparable source to verify that proposed units meet the allowable criteria. If the vendor is supplying the comparable units, the units provided must be compliant to the THDA admin plan.			10	
	Rent Comparables	**C.278**	The system should have a Rent Comparable database that is able to import data from other sources.			6	
	Rent Comparables	**C.279**	The system must utilize a database of rent reasonableness to automatically suggest three appropriate comparable units.			6	
	Rent Comparables	**C.280**	The system must update rent comparables at least annually.			10	
	Rent Comparables	**C.281**	The Rent Comparable module must have the ability to use geo searches to look for comparables within a certain mile radius			6	
	Rent Comparables	**C.282**	The Rent Comparable module must have the ability to compare similar bedroom size, structure types and distance in choosing comparable units.			10	
	Rent Comparables	**C.283**	The system must allow for case workers to search in similar demographic areas if no units are available within the area.			6	
	Rent Comparables	**C.284**	The system shall hold at least three comps per unit type, county and bedroom size			10	

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	Rent Comparables	**C.285**	The rent comparables functionality is intuitive, user friendly, easy to learn and efficiently executed			6	
	Repayments	**C.286**	**The system shall have a repayment module or integrated external platform to track debt owed to THDA**			10	
	Repayments	**C.287**	The system shall have the ability to store repayment information for a resident who owes THDA funds			10	
	Repayments	**C.288**	The system shall automatically calculate the total repayment amount and what the monthly payment should be with a configurable option for a down payment. The system shall have the ability to mandate a configurable payment in full option based on the amount owed and the number of months the payments need to be made.			6	
	Repayments	**C.289**	The system shall have the ability to round up cents to the nearest dollar for repayments			4	
	Repayments	**C.290**	The system shall submit repayment information to PIC to prevent PIC discrepancies including but not limited to findings on the IVT report & new hire processes.			6	
	Repayments	**C.291**	The system shall automatically generate payment adjustments to be used for the creation of the repayment			6	
	Repayments	**C.292**	The system shall track the number of historic repayments by resident and allow for the configurable ability to stop a new repayment from being created			6	
	Repayments	**C.293**	The system shall have the ability to schedule a case conference to discuss the repayment process with the resident			6	

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	Repayments	**C.294**	The system shall allow for a resident to pre-pay several months of their repayment balance but the prepayment will go to the end of the balance. If the resident pays the entire balance of the repayment, the system shall close out the repayment and cancel the remaining monthly payments.			6	
	Repayments	**C.295**	The system shall only allow one repayment to be current at the same time. However, the resident shall be allowed to pay the balance of the lesser repayment to then be setup with a second repayment.			6	
	Repayments	**C.296**	The system shall allow or three types of trackable repayment agreements. (1) Active agreements (2) Inactive agreements where payments can still be received and (3) agreements that have not been signed and will not be considered an accounts receivable but is still a debt owed to THDA.			6	
	Repayments	**C.297**	The system shall allow for the repayment to be converted to a write off status but is still visible and trackable as a write off in the UI. The repayment is still considered a debt owed to THDA. The write off classification can be reversed.			6	
	Repayments	**C.298**	The system shall provide a repayment module that is configurable to changing HUD or State requirements			10	
	Repayments	**C.299**	The system shall auto generate 30/60/90 day reminder letters for late repayments			6	
	Repayments	**C.300**	The system shall auto generate a monthly statement/receipt letter for repayments that includes remaining debt owed and payment information			6	

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	Repayments	**C.301**	The repayment functionality is intuitive, user friendly, easy to learn and efficiently executed			6	
	Reporting	**C.302**	**The system shall provide a way to generate reports that include but are not limited to any entry field in the system.**			10	
	Reporting	**C.303**	Please provide THDA a list of all of your ready-made reports that you will be providing upon implementation			6	
	Reporting	**C.304**	The system shall allow for the use of SSRS as a reporting platform and embed the links into the system allowing for users to launch the reports seamlessly			6	
	Reporting	**C.305**	Do you have the capacity to created or edit complex reports and what is the rate for doing so			6	
	Reporting	**C.306**	The system shall allow for the reporting of a system calculated field as easily as a data entered field			6	
	Reporting	**C.307**	The system shall provide an appeal tracking report that shows the status of all open appeals/hearings			6	
	Reporting	**C.308**	The system shall be able to automatically generate and send a printable escrow statement for the FSS program on an annual or user defined basis			6	
	Reporting	**C.309**	The system shall provide an easy to use simple report builder that does not require the user to have knowledge of SQL. The user would be able to add or remove fields from existing reports as well when needed.			6	

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	Reporting	**C.310**	The system shall provide a complex report builder that allows users with SQL knowledge to pull data from every table and field in the database			6	
	Reporting	**C.311**	The system shall provide the ability for users to run existing reports and select simple parameters like date ranges, staff and voucher types then have the ability to export the data in an Excel, Text, .pdf or other formats			6	
	Reporting	**C.312**	The system shall fulfill HUD reporting requirements and generate the VMS & PIC Reports			10	
	Reporting	**C.313**	The system shall be able to mirror the various HUD PIC Reports which will then allow for THDA to compare the data between the system and PIC to locate reporting gaps.			10	
	Reporting	**C.314**	The system shall provide a report that mirrors the EIV FSS SEMAP report so that we can compare the HUD report vs. who the current participants are in FSS Program and fix any EIV gaps.			10	
	Reporting	**C.315**	The system shall make all reports available to be run from within the system regardless of the source data			6	
	Reporting	**C.316**	The vendor shall have canned reports available for use under the category of Accounting / Financial. Please review the master list of reports amendment and indicate which reports you have available that are similar to the title and description provided.			6	
	Reporting	**C.317**	The vendor shall have canned reports available for use under the category of Certifications / Recertifications. Please review			6	

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			the master list of reports amendment and indicate which reports you have available that are similar to the title and description provided.				
	Reporting	**C.318**	The vendor shall have canned reports available for use under the category of FSS. Please review the master list of reports amendment and indicate which reports you have available that are similar to the title and description provided.			6	
	Reporting	**C.319**	The vendor shall have canned reports available for use under the category of Housing the Applicant. Please review the master list of reports amendment and indicate which reports you have available that are similar to the title and description provided.			6	
	Reporting	**C.320**	The vendor shall have canned reports available for use under the category of Inspections. Please review the master list of reports amendment and indicate which reports you have available that are similar to the title and description provided.			6	
	Reporting	**C.321**	The vendor shall have canned reports available for use under the category of Waitlist Please review the master list of reports amendment and indicate which reports you have available that are similar to the title and description provided.			6	
	Reporting	**C.322**	The system shall include a feature to randomly pull a set of sample tenants to assist with populating the "universe" for SEMAP reporting.			10	
	Reporting	**C.323**	The system shall provide canned reports that provide the SEMAP requirement for indicator 1 that includes the following: A report that provides the required parameters of a wait list that			10	

RFP # **31620-00667**

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			shows applicant name, date and time of application, preference, race and voucher size.				
	Security	**C.324**	The system shall provide a security role for Hearing officers with limited visibility to the appeals module to allow for that position to be non-partial.			10	
	Security	**C.325**	The system shall have security for letters and reports with the ability to limit access by role or individual			10	
	Security	**C.326**	The system shall have role based security with the ability to limit modules, screens and fields within the system by user role.			10	
	Tenant/Owner/ Landlord/Vendor	**C.327**	The system shall allow for the modification of name, SSN and other demographic information with the ability determined by security role			10	
	Tenant/Owner/ Landlord/Vendor	**C.328**	The system shall allow for the entry of an alternative ID generated by PIC to replace the SSN.			10	
	Tenant/Owner/ Landlord/Vendor	**C.329**	The system shall provide a search engine to locate a landlord, owner, resident, household members or applicant by various demographic information including but not limited to Name, address, email address, phone number or SSN. Once found the head of household record would display in the correct module (applicant would be brought up in the waitlist, resident would be brought up in the certification module)			10	
	Tenant/Owner/ Landlord/Vendor	**C.330**	The system shall allow users to filter units for Owners by active participants. This will enable users to view only the units with active residents under vendor management module, so you can see only the units that need a change of ownership			6	

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Response Page # (Respondent completes)	Item Category	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items Please describe if your product meets the below requirement in separate document and, if applicable, explain how the requirement is met. Provide Response Page #. In the event Respondent is invited for an Oral Presentation, Respondent will be provided use cases based on the below requirements and asked to demonstrate how Respondent's product meets the requirements.	Response Summary Respondent shall complete this column as part of its response and respond with the letter D, P, M, or F for each Item: **D**- Does Not Meet **P**- Partially Meets **M**- Meets (Completely) **F**- Future Release	Item Score	Evaluation Factor	Raw Weighted Score
						THDA USE ONLY	
	Tenant/Owner/ Landlord/Vend or	**C.331**	The system shall provide for alternative addresses for an owner and HAP payee so that payments may be sent to one address (such as a corporate office) and correspondence (such as to a property manager) may be mailed to another address.			10	
	Tenant/Owner/ Landlord/Vend or	**C.332**	The system shall allow for the archiving of a vendor keeping intact history but allowing for the vendor to not be selected for future work			10	
	Tenant/Owner/ Landlord/Vend or	**C.333**	The system shall hold a list of vendors with standardized information			6	
	Tenant/Owner/ Landlord/Vend or	**C.334**	The system shall hold a section of critical information that can be used to alert users when performing different actions. I.e.. if a resident has prior repayments and is requesting a new repayment, the system shall alert the user of the prior repayments			6	
	Tenant/Owner/ Landlord/Vend or	**C.335**	The Tenant/Owner/Landlord/Vendor functionality is intuitive, user friendly, easy to learn and efficiently executed			6	
	Units	**C.336**	The system shall be able to store and display information on HCV units, including, but not limited to: address, current occupant, occupancy history, owner, HAP Payee, FMR area, number of bedrooms, square footage, year built, and structure type.			10	
	Units	**C.337**	The system shall provide a method to easily determine the number of occupied HCV units.			6	

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						THDA USE ONLY	
	Units	**C.338**	The system shall provide a method to easily determine the number of owners who are active on the program, but do not have any currently occupied units, and shall be able to provide a list of these owners which includes their contact information.			6	
	Units	**C.339**	The system shall allow for the change of the head of household for a unit by updating the social security number with an automated feature that submits the change to PIC to prevent duplicate entries.			10	
	Units	**C.340**	The system shall provide an efficient method to bulk change the owner of record, or the address for an owner of record, for a set of units, giving the user the option to select which unit(s) are getting assigned to the new owner/address.			10	
	Units	**C.341**	The Unit functionality is intuitive, user friendly, easy to learn and efficiently executed			6	
	Waitlist	**C.342**	**The system shall have a module to hold multiple waitlists of section 8 rental assistance applicants which can then be used to feed into the draw process. An online portal is available to be used to externally apply to the waitlist as well as a method to manually add applicants.**			10	
	Waitlist	**C.343**	The system shall have the ability to display the application in multiple languages			10	
	Waitlist	**C.344**	The system shall have a conditional preference system that will allow for follow up questions and exclusions for the preferences such as not letting an applicant select a Local Preference when they may live out of area by validating the current home address entered.			6	

RFP # **31620-00667**

RESPONDENT LEGAL ENTITY NAME:

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						THDA USE ONLY	
	Waitlist	**C.345**	The system shall display and store a confirmation and time stamp to the applicant when they finalize the submission of their application to the waitlist			10	
	Waitlist	**C.346**	The system shall enforce an alignment between the ZipCode and the city for a waitlist application			10	
	Waitlist	**C.347**	The system shall complete address validation with USPS for a waitlist application			6	
	Waitlist	**C.348**	The system shall allow for a restricted waitlist opening that would be open to special agency referral only. An example of a solution would be a password requirement.			10	
	Waitlist	**C.349**	The system shall allow for the mass purging of a waitlist for aged applicants including letter generating and closing of the applicant waitlist record			6	
	Waitlist	**C.350**	The system shall have the ability to add custom denial reasons			6	
	Waitlist	**C.351**	The system shall have the ability to identify applicants who need to be denied on the waiting list due to specific denial reasons and automatically close the application and generate an email to the applicant.			10	
	Waitlist	**C.352**	The system shall maintain all applicant information relative to Head of Household waiting to participate in Section 8 Voucher Program. Database fields required at a minimum: • Applicant Social Security Number • Email • Applicant Name • Applicant Addresses (residence and mailing)			10	

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						THDA USE ONLY	
			• Date and time that Application is received by State • Status of Elderly, Disabled, Handicapped, Family, or Single • Debt owed to PHA or eviction by PHA • Eligible/Ineligible • Race • Ethnicity • Sex • Date of Birth • Total Household Income • Reasonable Accommodation Required • County or Counties applied for • Multiple Telephone Numbers • Number of Household Members • Number of Minors • Bedroom Size indicated • Local Preference • Household member demographic and income information				
	Waitlist	C.353	The system shall maintain in the database the disposition of of the applicant: • Program applied to • Current Status (Issued/Searching, Denied or Active) • Dates of purge(s): indicate response or no response • Dates notified of appointment(s) • Dates and reasons of denied preference(s) • Date and reason application is denied • Date issued: designate Voucher or Moderate Rehabilitation • Date(s) of Extensions of Vouchers • Lease effective or housed date • Date Voucher expired without leasing • Number of units inspected for applicant			6	
	Waitlist	C.354	The system shall have the ability to add, delete, change counties, MSA areas and/or other user-defined areas within the State from time to time.			6	

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						THDA USE ONLY	
	Waitlist	C.355	The system shall have the ability to automatically merge waiting lists if needed within the system			6	
	Waitlist	C.356	The system shall have the ability to change the method of ranking based on preferences or other criteria.			10	
	Waitlist	C.357	The system shall have the ability to select applicants by date, preference, and/or any other defined criteria and show ranking.			10	
	Waitlist	C.358	The system shall have the ability to reactivate applicants (if they reapply after having been denied or issued and never leased, etc.)			10	
	Waitlist	C.359	The system shall have the ability to transfer application data automatically to Section 8 Participant database upon acceptance of housing.			10	
	Waitlist	C.360	The system shall have the ability to display the current status of an applicant including: • Indicate active tenant (Y or N) • Indicate former tenant (Y or N) • Indicate ineligibility • Indicate former repayment agreement • Indicate the position of the applicant of the waiting list • Local Preference (Y or N)			6	
	Waitlist	C.361	The system shall have the ability to utilize a duplicate check feature to identify when the same social security number is utilized twice for different applicants and/or household members.			10	

RESPONDENT LEGAL ENTITY NAME:							

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						THDA USE ONLY	
	Waitlist	**C.362**	The waitlist functionality is intuitive, user friendly, easy to learn and efficiently executed			6	
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 =**		
Total Raw Weighted Score / Maximum Possible Raw Weighted Score = Raw Weighted Score ***Raw Weighted Score X 60% = Section C Total Score***					**Section C Total Score =**		
State Use –Evaluator Identification:							
State Use – Solicitation Coordinator Signature, Printed Name & Date:							

COST PROPOSAL & SCORING GUIDE
NOTICE: THIS COST PROPOSAL MUST BE COMPLETED <u>EXACTLY</u> AS REQUIRED

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

NOTICE: The Evaluation Factor associated with each compensable unit is for evaluation purposes <u>only</u>. 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 any goods or services from the Contractor in any specific dollar amounts or to request any goods or services 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 this RFP. If the individual signing this Cost Proposal is not the *President* or *Chief Executive Officer*, the Respondent <u>must</u> attach evidence to the Cost Proposal 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		
	2022	2023	2024	2025	2026	Sum of Cost	Evaluation Factor	Evaluation Cost (cost x factor)
Implementation	$ / Year						1	
Data Conversion	$ / Data Cut						3	
Yearly Licensing	$ / Year	$ / Year	$ / Year	$ / Year	$ / Year		1	
Training	$ / Year	$ / Year	$ / Year	$ / Year	$ / Year		1	
Annual Maintenance and Support	$ / Year	$ / Year	$ / Year	$ / Year	$ / Year		1	

RFP # 31620-00667

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 **x (10%)** **evaluation cost amount being evaluated** **=** **SCORE:**	
State Use – Solicitation Coordinator Signature, Printed Name & Date:	

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 <u>solely</u> responsible for requesting reference questionnaires as required (refer to RFP Attachment 6.2., Technical Response & Evaluation Guide, Section B, Item B.17.), and that they are submitted on time.

RFP # 31620-00667 REFERENCE QUESTIONNAIRE

REFERENCE SUBJECT:

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; (electronic signature is acceptable)
- Submit the completed questionnaire via email **OR** traditional mail (USPS, UPS, FedEx, etc.)

If by email:

- email the reference questionnaire DIRECTLY to the RFP Solicitation Coordinator at **ekelley@thda.org**.
- Do NOT add additional THDA email address(es) or Respondent email address(es) to the reference questionnaire email.

If by traditional mail (USPS, UPS, FedEx):

- 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:

SCORE SUMMARY MATRIX

	RESPONDENT NAME		RESPONDENT NAME		RESPONDENT NAME	
GENERAL QUALIFICATIONS & EXPERIENCE (maximum: **§ 30**)						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE:		**AVERAGE:**		**AVERAGE:**	
TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH (maximum: **§ 60**)						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE:		**AVERAGE:**		**AVERAGE:**	
COST PROPOSAL (maximum: **§ 10**)	**SCORE:**		**SCORE:**		**SCORE:**	
TOTAL RESPONSE EVALUATION SCORE: (maximum: **100**)						
Solicitation Coordinator Signature, Printed Name & Date:						

RFP # 31620-00667 *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 THE STATE OF TENNESSEE,
TENNESSEE HOUSING DEVELOPMENT AGENCY
AND
CONTRACTOR NAME**

This Contract, by and between the State of Tennessee, Tennessee Housing Development Agency ("State") and Contractor Legal Entity Name ("Contractor"), is for the provision of Scope of Goods or Services Caption, as further defined in the "SCOPE." State and Contractor may be referred to individually as a "Party" or collectively as the "Parties" to this Contract.

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:

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.2.   <u>Definitions.</u> For purposes of this Contract, definitions shall be as follows and as set forth in the Contract:
           a.

A.#.   Will be filled in with information derived from the RFP.

A.#.   <u>Warranty</u>. Contractor represents and warrants that the term of the warranty ("Warranty Period") shall be the greater of the Term of this Contract or any other warranty generally offered by Contractor, its suppliers, or manufacturers to customers of its goods or services. The goods or services provided under this Contract shall conform to the terms and conditions of this Contract throughout the Warranty Period. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a "Defect" and shall be considered "Defective." If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge.

Contractor represents and warrants that the State is authorized to possess and use all equipment, materials, software, and deliverables provided under this Contract.

Contractor represents and warrants that all goods or services provided under this Contract shall be provided in a timely and professional manner, by qualified and skilled individuals, and in conformity with standards generally accepted in Contractor's industry.

If Contractor fails to provide the goods or services as warranted, then Contractor will re-provide the goods or services at no additional charge. If Contractor is unable or unwilling to re-provide the goods or services as warranted, then the State shall be entitled to recover the fees paid to Contractor for the Defective goods or services. Any exercise of the State's rights under this Section shall not prejudice the State's rights to seek any other remedies available under this Contract or applicable law.

A.#.   <u>Inspection and Acceptance</u>. The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30) days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.

B.   TERM OF CONTRACT:

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 the State under this Contract exceed Written Dollar Amount ($Number) ("Maximum Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.

C.2.   Compensation Firm. The payment methodology in Section C.3. of this Contract shall constitute the entire compensation due the Contractor for all goods or services provided under this Contract regardless of the difficulty, materials or equipment required. The payment methodology includes all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor.

C.3.   Payment Methodology. The Contractor shall be compensated based on the payment methodology for goods or services authorized by the State in a total amount as set forth in Section C.1.

   a.   The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.

   b.   The Contractor shall be compensated based upon the following payment methodology:

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

Add Contingently Required Subsections as Appropriate (refer to instructions for details)

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

C.5.   Invoice Requirements. The Contractor shall invoice the State only for goods delivered and accepted by the State or services satisfactorily provided at the amounts stipulated in Section C.3., above. Contractor shall submit invoices and necessary supporting documentation, no more frequently than once a month, and no later than thirty (30) days after goods or services have been provided to the following address:

State Agency Billing Address

   a.   Each invoice, on Contractor's letterhead, shall clearly and accurately detail all of the following information (calculations must be extended and totaled correctly):

      (1)   Invoice number (assigned by the Contractor);
      (2)   Invoice date;
      (3)   Contract number (assigned by the State);

(4) Customer account name: State Agency & Division Name;
(5) Customer account number (assigned by the Contractor to the above-referenced Customer);
(6) Contractor name;
(7) Contractor Tennessee Edison registration ID number;
(8) Contractor contact for invoice questions (name, phone, or email);
(9) Contractor remittance address;
(10) Description of delivered goods or services provided and invoiced, including identifying information as applicable;
(11) Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
(12) Applicable payment methodology (as stipulated in Section C.3.) of each good or service invoiced;
(13) Amount due for each compensable unit of good or service; and
(14) Total amount due for the invoice period.

b. Contractor's invoices shall:

(1) Only include charges for goods delivered or services provided as described in Section A and in accordance with payment terms and conditions set forth in Section C;
(2) Only be submitted for goods delivered or services completed and shall not include any charge for future goods to be delivered or services to be performed;
(3) Not include Contractor's taxes, which includes without limitation Contractor's sales and use tax, excise taxes, franchise taxes, real or personal property taxes, or income taxes; and
(4) Include shipping or delivery charges only as authorized in this Contract.

c. The timeframe for payment (or any discounts) begins only when the State is in receipt of an invoice that meets the minimum requirements of this Section C.5.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or other matter. A payment by the State shall not be construed as acceptance of goods delivered, any part of the services provided, or as approval of any amount invoiced.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment that is determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, to not constitute proper compensation for goods delivered or services provided.

C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee, any amounts that are or shall become due and payable to the State of Tennessee by the Contractor.

C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following, properly completed documentation.

a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and

b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

D.   **MANDATORY TERMS AND CONDITIONS:**

D.1.   <u>Required Approvals</u>. The State is not bound by this Contract until it is duly approved by the Parties and all appropriate State officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Contract, this may include approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement Officer. Approvals shall be evidenced by a signature or electronic approval.

D.2.   <u>Communications and Contacts</u>. 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. All communications, regardless of method of transmission, shall be addressed to the respective Party at the appropriate mailing address, facsimile number, or email address as stated below or any other address provided in writing by a Party.

The State:

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 effective upon receipt or recipient confirmation as may be required.

D.3.   <u>Modification and Amendment</u>. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials.

D.4.   <u>Subject to Funds Availability</u>. The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to the Contractor. The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.

D.5.   <u>Termination for Convenience</u>. The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for

compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.

D.6. <u>Termination for Cause</u>. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"),the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.

D.7. <u>Assignment and Subcontracting</u>. The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.

D.8. <u>Conflicts of Interest</u>. The Contractor warrants that no part of the Contractor's compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six (6) months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee.

D.9. <u>Nondiscrimination</u>. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.10. <u>Prohibition of Illegal Immigrants</u>. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

   a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment Reference, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor 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 Term, 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 under this Contract and shall not knowingly utilize the

services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from 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. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.

d.	The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.

e.	For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.

D.11.	Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

D.12.	Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.13.	Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.

D.14.	Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, 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 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.

D.15.	Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party 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 are not employees or agents of the other Party.

D.16	Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless from any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.

D.17.	Limitation of State's Liability. The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not

limited to negligence), or any other legal theory that may arise under this Contract or otherwise. The State's total liability under this Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability. This limitation of liability is cumulative and not per incident.

D.18.   Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Maximum Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (i) intellectual property or any Contractor indemnity obligations for infringement for third-party intellectual property rights; (ii) any claims covered by any specific provision in the Contract providing for liquidated damages; or (iii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death. For clarity, except as otherwise expressly set forth in this Section, Contractor's indemnification obligations and other remedies available under this Contract are subject to the limitations on liability set forth in this Section.

D.19.   Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys' fees, court costs, expert witness fees, and other litigation expenses for the State to enforce the terms of this Contract.

In the event of any suit or claim, the Parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

D.20.   HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Contract.

a.   Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.

b.   Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.

c.   The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.

d.   The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a

7

government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

D.21. <u>Tennessee Consolidated Retirement System</u>.   Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, *et seq.*, the law governing the Tennessee Consolidated Retirement System ("TCRS"), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, *et seq.*, accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.

D.22. <u>Tennessee Department of Revenue Registration.</u> The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.

D.23. <u>Debarment and Suspension</u>. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

a.   are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b.   have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c.   are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

d.   have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded, disqualified, or presently fall under any of the prohibitions of sections a-d.

D.24. <u>Force Majeure</u>. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event

under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor's performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees for the affected obligations until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.

D.25.   <u>State and Federal Compliance</u>. The Contractor shall comply with all State and federal laws and regulations applicable to Contractor in the Contractor's performance of this Contract.

D.26.   <u>Governing Law</u>. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 408.

D.27.   <u>Entire Agreement</u>. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, 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, whether written or oral.

D.28.   <u>Severability</u>. 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 of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.

D.29.   <u>Headings</u>. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

D.30.   <u>Incorporation of Additional Documents</u>. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:

a.   any amendment to this Contract, with the latter in time controlling over any earlier amendments;
b.   this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below), which includes [identify attachments and exhibits];
c.   any clarifications of or addenda to the Contractor's proposal seeking this Contract;
d.   the State solicitation, as may be amended, requesting responses in competition for this Contract;
e.   any technical specifications provided to proposers during the procurement process to award this Contract; and
f.   the Contractor's response seeking this Contract.

D.31.   <u>Iran Divestment Act.</u>   The requirements of Tenn. Code Ann. § 12-12-101, *et seq*., addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Contract. The Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

D.32.   <u>Insurance</u>. Contractor shall maintain insurance coverage as specified in this Section. The State reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract. Contractor's failure to maintain or submit evidence of

insurance coverage, as required, is a material breach of this Contract. If Contractor loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Contractor shall immediately notify the State. All insurance companies providing coverage must be: (a) acceptable to the State; (b) authorized by the Tennessee Department of Commerce and Insurance ("TDCI"); and (c) rated A- / VII or better by A.M. Best. All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the State. Contractor agrees to name the State as an additional insured on any insurance policy with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) insurance. All policies must contain an endorsement for a waiver of subrogation in favor of the State. Any deductible or self insured retention ("SIR") over fifty thousand dollars ($50,000) must be approved by the State. The deductible or SIR and any premiums are the Contractor's sole responsibility. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.

To achieve the required coverage amounts, a combination of an otherwise deficient specific policy and an umbrella policy with an aggregate meeting or exceeding the required coverage amounts is acceptable. For example: If the required policy limit under this Contract is for two million dollars ($2,000,000) in coverage, acceptable coverage would include a specific policy covering one million dollars ($1,000,000) combined with an umbrella policy for an additional one million dollars ($1,000,000). If the deficient underlying policy is for a coverage area without aggregate limits (generally Automobile Liability and Employers' Liability Accident), Contractor shall provide a copy of the umbrella insurance policy documents to ensure that no aggregate limit applies to the umbrella policy for that coverage area. In the event that an umbrella policy is being provided to achieve any required coverage amounts, the umbrella policy shall be accompanied by an endorsement at least as broad as the Insurance Services Office, Inc. (also known as "ISO") "Noncontributory—Other Insurance Condition" endorsement or shall be written on a policy form that addresses both the primary and noncontributory basis of the umbrella policy if the State is otherwise named as an additional insured.

Contractor shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified in this Section. The COI must be on a form approved by the TDCI (standard ACORD form preferred). The COI must list each insurer's National Association of Insurance Commissioners (NAIC) number and be signed by an authorized representative of the insurer. The COI must list the State of Tennessee – CPO Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 as the certificate holder. Contractor shall provide the COI ten (10) business days prior to the Effective Date and again thirty (30) calendar days before renewal or replacement of coverage. Contractor shall provide the State evidence that all subcontractors maintain the required insurance or that subcontractors are included under the Contractor's policy. At any time, the State may require Contractor to provide a valid COI. The Parties agree that failure to provide evidence of insurance coverage as required is a material breach of this Contract. If Contractor self-insures, then a COI will not be required to prove coverage. Instead Contractor shall provide a certificate of self-insurance or a letter, on Contractor's letterhead, detailing its coverage, policy amounts, and proof of funds to reasonably cover such expenses. The State reserves the right to require complete copies of all required insurance policies, including endorsements required by these specifications, at any time.

The State agrees that it shall give written notice to the Contractor as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor or its insurer, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

The insurance obligations under this Contract shall be: (1)—all the insurance coverage and policy limits carried by the Contractor; or (2)—the minimum insurance coverage requirements and policy

limits shown in this Contract; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and minimum required policy limits, which are applicable to a given loss, shall be available to the State. No representation is made that the minimum insurance requirements of the Contract are sufficient to cover the obligations of the Contractor arising under this Contract. The Contractor shall obtain and maintain, at a minimum, the following insurance coverages and policy limits.

a. Commercial General Liability ("CGL") Insurance

1) The Contractor shall maintain CGL, which shall be written on an ISO Form CG 00 01 occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises and operations products and completed operations, bodily injury, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The Contractor shall maintain single limits not less than one million dollars ($1,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this policy or location of occurrence or the general aggregate limit shall be twice the required occurrence limit.

b. Workers' Compensation and Employer Liability Insurance

1) For Contractors statutorily required to carry workers' compensation and employer liability insurance, the Contractor shall maintain:

   i. Workers' compensation in an amount not less than one million dollars ($1,000,000) including employer liability of one million dollars ($1,000,000) per accident for bodily injury by accident, one million dollars ($1,000,000) policy limit by disease, and one million dollars ($1,000,000) per employee for bodily injury by disease.

2) If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:

   i. The Contractor employs fewer than five (5) employees;

   ii. The Contractor is a sole proprietor;

   iii. The Contractor is in the construction business or trades with no employees;

   iv. The Contractor is in the coal mining industry with no employees;

   v. The Contractor is a state or local government; or

   vi. The Contractor self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

c. Automobile Liability Insurance

1) The Contractor shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles).

2) The Contractor shall maintain bodily injury/property damage with a limit not less than one million dollars ($1,000,000) per occurrence or combined single limit.

D.33.   Major Procurement Contract Sales and Use Tax. Pursuant to Tenn. Code Ann. § 4-39-102 and to the extent applicable, the Contractor and the Contractor's subcontractors shall remit sales and use taxes on the sales of goods or services that are made by the Contractor or the Contractor's subcontractors and that are subject to tax.

D.34.   Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination 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, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.

E.2.   Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's Response to 31620-00667 (Attachment Reference) and resulting in this Contract.

The Contractor shall assist the State in monitoring the Contractor's performance of this commitment by providing, as requested, a monthly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, service-disabled veterans, and persons with disabilities. Such reports shall be provided to the State of Tennessee Governor's Office of Diversity Business Enterprise in the TN Diversity Software available online at:
https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810.

Add Appropriate and Contingently Required Special Terms & Conditions (refer to instructions for details)

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   **DATE**

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

If the attestation applies to more than one contract, modify this row accordingly. **SUBJECT CONTRACT NUMBER:**	
CONTRACTOR LEGAL ENTITY NAME:	
EDISON VENDOR IDENTIFICATION NUMBER:	

If the attestation applies to more than one contract, modify the following paragraph accordingly.

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. Attach evidence documenting the individual's authority to contractually bind the Contractor, unless the signatory is the Contractor's chief executive or president.

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION