



**STATE OF TENNESSEE  
TENNESSEE HOUSING DEVELOPMENT AGENCY**

**REQUEST FOR PROPOSALS  
FOR  
COMMUNITY SERVICES SOFTWARE SYSTEM**

**RFP # 31620-00799**

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## 1. INTRODUCTION

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

Through this RFP, the State 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 the state as contractors, subcontractors, or suppliers.

### 1.1. Statement of Procurement Purpose

THDA is the State’s housing finance agency and is committed to providing eligible residents of Tennessee with quality affordable housing in decent, safe, and stable neighborhoods. The Community Services Division of THDA directly administers three (3) core federally-funded programs (the “Program(s)”) that benefit extremely-, very-, and low-income households. The Programs are described in more detail below. The activities under the Programs range from financial assistance for rent and utilities, operational and other support to improve housing stability and address homelessness, to weatherization of single-family and multifamily buildings.

The purpose of this RFP is to solicit bids from qualified software system providers with demonstrated professional competence and experience in providing financial and grant-management software systems to replace the manual administration and software system currently used by THDA staff with a new system capable of assisting THDA in managing its administration of the Programs (“System”). The Programs receive a total annual allocation of approximately \$79 million in funds. The System must specifically be designed to manage the funds for all the Programs and their applicable activities under one overarching umbrella. The System must be able to track each grant from application through completion and monitor the administration of each grant or loan for program compliance. The System must also include the ability to accommodate procurement processes, payment and repayment of funds, and the monitoring of the Programs while considering a variety of rules and configurations. It must also be able to track administrative funds and program funds for each Program. The services to be provided must also include setup and installation services for such System and on-going maintenance in accordance with changes to federal program requirements. The System must clearly demonstrate the ability to conform to all requirements and specifications set forth in the remainder of this RFP.

THDA intends to select a System or multiple software Systems that best meet the needs and requirements of the Community Services Division and THDA. THDA advises all interested prospective respondents to carefully review the requirements of this RFP. Responses passing all threshold requirements under Attachment 6.2 Section A will be scored and invited to make a mandatory Oral Presentation according to Section 5.2.1.5. The final selection will be based on the scores established from the evaluation criteria as outlined in SECTIONS 5.0, which must include oral presentations involving System demonstrations.

The Programs are defined as:

- **Emergency Solutions Grants Program (“ESG”)**. ESG provides grants to local governments and nonprofit organizations to assist households who are homeless or at-risk of homelessness through direct services to such households. THDA awards such grants in two manners. First, THDA offers an annual set-aside of funds to select local governments that in turn may administer the funds directly to eligible households or may award funds to local nonprofits in their community to provide direct assistance to eligible households (“Set-Aside”). Second, THDA holds an annual competitive funding round for nonprofits, local public housing authorities, and other local governments (“Competitive Round”). THDA scores the applications submitted under the Competitive Round, ranks them, and awards funds based on selection criteria defined within the applicable program description.

- Set-Aside. For grantees awarded ESG funds through the Set Aside, THDA issue a grant contract that will separate the award into funds approved to cover (1) Eligible Activities and (2) Administration of the Program.
- Competitive Round. For grantees awarded ESG funds through the Competitive Round, THDA will issue a grant contract that may separate the award into funds to cover (1) Eligible Activities and (2) Administration of the Program.

**Weatherization Assistance Program (“WAP”).** WAP non-competitively awards grants to local community action agencies, human service agencies, or local governments to provide weatherization assistance funding to eligible local households across a specific geographic region of one or more counties. Grantees will accept applications directly from households, make funding determinations, manage a waitlist of households, and either directly provide, or contract with a provider or contractor to provide, weatherization services to the household. Applications from households will be accepted through the System selected under this RFP. For Grantees awarded WAP funds, THDA will issue a grant contract that will separate the award into funds to cover (1) Eligible Activities and (2) Administration of the Program.

THDA also issues a contract to provide training and technical assistance services for THDA and to Grantees. Funds must be tracked against the Program budget annually.

- **Low Income Home Energy Assistance Program (“LIHEAP”).** LIHEAP funds are used to implement two distinct and separate sub-programs, Utility Assistance and LIHEAP Weatherization (“LIHEAP Wx”), collectively, the “Sub-Program(s)”:
  - Utility Assistance. Annually, THDA awards non-competitive grants to local community action agencies, human service agencies, or local governments to provide LIHEAP assistance directly to eligible local households across a specific geographic region of one or more counties.
    - Utility Assistance may be in the form of either Regular Assistance or Crisis Assistance, which may have different benefit levels and timing for assistance provision. Grantees will accept applications directly from households, make eligibility and funding determinations, manage a waitlist of households, and provide direct utility assistance to a utility provider on behalf of the household. Applications will be accepted by the Grantee using the System selected under this RFP and Grantees will use the System to manage all grant activities.
    - For Grantees awarded LIHEAP funds for Utility Assistance, THDA will issue a grant contract that will separate the award into funds to cover (1) Direct Assistance Activity and (2) Administration of the Program.
  - LIHEAP Wx. Annually, THDA awards non-competitive grants to local community action agencies, human service agencies, or local governments implementing WAP to directly expand the scope of Eligible Activities under LIHEAP to include weatherization. THDA must track all funding and household beneficiary activity in conjunction with LIHEAP assistance, but the funding will be administered jointly with WAP at the Household level using a single project budget and a single Household application selection process. THDA issues a separate grant contract for LIHEAP Wx, which will separate the award into funds to cover (1) Weatherization Activities and (2) Administration of LIHEAP Wx.

THDA plans to implement new programs as additional resources are made available using the System selected under this RFP.

To help guide respondents of this RFP, THDA has defined key terms used in the Scoring Criteria section of this RFP:

- Program(s) – In the plural, means the overarching total resource allocation received from the federal government, specifically for ESG, WAP, and LIHEAP, and any future federal, State or THDA funded programs as determined by THDA. In the singular, means either ESG, WAP, LIHEAP, or any future Federal, State, or THDA funded program as determined by THDA.
- Sub-Fund – Means the allocation of Program resources for specific purposes that may have federal or THDA maximum or minimum allocations permitted annually for the Program. Every Program Fund has at least two Sub-Funds, Eligible Activity and Administration, but there may be more.
- Sub-Program – The separation of a Program into smaller sub-programs. Each Sub-Program will pull funds from one or multiple Sub-Funds. For this RFP, Sub-Programs include:
  - ESG Program
    - Set-Aside
    - Competitive Round
  - WAP
    - WAP Weatherization
    - Training and Technical Assistance by External Provider
  - LIHEAP
    - Utility Assistance
    - LIHEAP Weatherization (LIHEAP Wx)
- Eligible Activity – Means the activities approved under a Program for Grantees to provide a particular type of assistance to Eligible Households. By Program, these activities include, but may not be limited to:
  - ESG – Eligible Activities are the same under the Set-Aside and the Competitive Round.
    - Street Outreach
    - Shelter Operation
    - Rapid Re-Housing
    - Homelessness Prevention
    - Data Collection
    - Administration
  - WAP
    - Weatherization Assistance
      - Administration
    - Training and Technical Assistance by External Provider
  - LIHEAP
    - Utility Assistance
      - Crisis Assistance to Specific Households
      - Direct Assistance to Specific Households
      - Direct Program Support
      - Outreach
      - Energy Conservation Education
      - Administration
    - LIHEAP Wx Activities
      - Program Operations
      - Program Support
      - Administration
- Grantee(s) – Means the organization(s) to which THDA will award an allocation of Sub-Funds to implement a Program and any of its applicable Sub-Programs.
- Household – Means a household applying for or receiving assistance under a Program.
- Applicant – Means any external entity applying for a grant award.

- Assigned Users – Means users with assigned permissions within the System to access specific functions.

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

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

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

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

## 1.3. Nondiscrimination

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

## 1.4. RFP Communications

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

**RFP # 31620-00799**

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

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

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 the State 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  
 NASHVILLE, TN 37243 615-815-2127  
 LSWANSON@THDA.ORG

- 1.4.3. Only the State'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 the State 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 the State. The State 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 the State by a specified deadline is not a substitute for the State's actual receipt of a communication or response. It is encouraged for Respondents to submit bids digitally.
- 1.4.6. The State will convey all official responses and communications related to this RFP to the prospective Respondents from whom the State has received a Notice of Intent to Respond (refer to RFP Section 1.7).
- 1.4.7. The State 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 the State. For internet posting, please refer to the following website: <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo--supplier-information/request-for-proposals--rfp--opportunities1.html>.
- 1.4.8. The State 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. The State's official, written responses will constitute an amendment of this RFP.
- 1.4.9. Any data or factual information provided by the State (in this RFP, an RFP amendment or any other communication relating to this RFP) is for informational purposes only. The State 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 the State. The State 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 the State 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 the State, 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 the State receives a response no later than the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events. The State 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 the State of Tennessee. 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 the State's best estimate for this RFP.

EVENT	TIME (central time zone)	DATE
1. RFP Issued		March 28, 2024
2. Disability Accommodation Request Deadline	2:00 p.m.	April 2, 2024
3. Notice of Intent to Respond Deadline	2:00 p.m.	April 2, 2024
4. Written "Questions & Comments" Deadline	2:00 p.m.	April 12, 2024
5. State Response to Written "Questions & Comments"		April 19, 2024
6. Response Deadline	2:00 p.m.	April 26, 2024
7. State Schedules Respondent Oral Presentation or Field Test		May 1, 2024
8. Respondent Oral Presentation	8 a.m. - 4:30 p.m.	May 6 - May 9, 2024
9. State Completion of Technical Response Evaluations		May 17, 2024
10. State Opening & Scoring of Cost Proposals		May 20, 2024
11. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	May 22, 2024
12. End of Open File Period		June 21, 2024
13. State sends contract to Contractor for signature		May 23, 2024
14. Contractor Signature Deadline	2:00 p.m.	June 1, 2024

2.2. **The State 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 the State will communicate such to prospective Respondents from whom the State has received a Notice of Intent to Respond (refer to section 1.7).



### 3. RESPONSE REQUIREMENTS

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#### 3.1. Response Form

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

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

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

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

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

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

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

### 3.2. Response Delivery

- 3.2.1. A Respondent must ensure that both the Technical Response and Cost Proposal files meet all form and content requirements, including all required signatures, as detailed within this RFP.
- 3.2.2. A Respondent must submit their response as specified in one of the two formats below.

#### 3.2.2.1. Digital Media Submission

##### 3.2.2.1.1. Technical Response

The Technical Response document should be in the form of one (1) digital document in "PDF" format, properly recorded on its own otherwise blank, standard CD-R recordable disc or USB flash drive, and should be clearly identified as the:

**"RFP # 31620-00799 TECHNICAL RESPONSE ORIGINAL"**

and one (1) digital copy of the Technical Response in the form of one (1) digital document in "PDF" format, properly recorded on its own otherwise blank, standard CD-R recordable disc or USB flash drive clearly labeled:

**"RFP # 31620-00799 TECHNICAL RESPONSE COPY"**

The customer references should be delivered by each reference in accordance with RFP Attachment 6.4. Reference Questionnaire.

##### 3.2.2.1.2. Cost Proposal:

The Cost Proposal should be in the form of one (1) digital document in "PDF" or "XLS" format, properly recorded on a separate, otherwise blank, standard CD-R recordable disc or USB flash drive clearly labeled:

**"RFP # 31620-00799 COST PROPOSAL"**

An electronic or facsimile signature, as applicable, on the Cost Proposal is acceptable.

#### 3.2.2.2. E-mail Submission

##### 3.2.2.2.1. Technical Response

The Technical Response document should be in the form of one (1) digital document in "PDF" format, or other easily accessible digital format attached to an e-mail to the Solicitation Coordinator. Both the subject and file name should be clearly identified as follows:

**"RFP # 31620-00799 TECHNICAL RESPONSE"**

The customer references should be delivered by each reference in accordance with RFP Attachment 6.4. Reference Questionnaire.

##### 3.2.2.2.2. Cost Proposal:

The Cost Proposal should be in the form of one (1) digital document in “PDF” or “XLS” format, or other easily accessible digital format, attached to an e-mail to the Solicitation Coordinator. Both the subject and file name should be clearly identified as follows:

**“RFP # 31620-00799 COST PROPOSAL”**

An electronic or facsimile signature, as applicable, on the Cost Proposal is acceptable.

- 3.2.3. For e-mail submissions, the Technical Response and Cost Proposal documents must be dispatched to the Solicitation Coordinator in separate e-mail messages. For digital media submissions, a Respondent must separate, seal, package, and label the documents and copies for delivery as follows:
- 3.2.3.1. The Technical Response and copies must be placed in a sealed package that is clearly labeled:
- “DO NOT OPEN... RFP # 31620-00799 TECHNICAL RESPONSE FROM [RESPONDENT LEGAL ENTITY NAME]”**
- 3.2.3.2. The Cost Proposal must be placed in a separate, sealed package that is clearly labeled:
- “DO NOT OPEN... RFP # 31620-00799 COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]”**
- 3.2.3.3. The separately sealed Technical Response and Cost Proposal components may be enclosed in a larger package for mailing or delivery, provided that the outermost package is clearly labeled:
- “RFP # 31620-00799 SEALED TECHNICAL RESPONSE & SEALED COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]”**
- 3.2.3.4. Any Respondent wishing to submit a Response in a format other than digital may do so by contacting the Solicitation Coordinator.
- 3.2.4. A Respondent must ensure that the State 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](mailto:EKELLEY@THDA.ORG)

### 3.3. Response & Respondent Prohibitions

- 3.3.1. A response must not include alternate contract terms and conditions. If a response contains such terms and conditions, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.
- 3.3.2. A response must not restrict the rights of the State 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 the State or otherwise qualifies either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.

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

#### 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, the State, 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, the State may deem the response non-responsive and reject it.**

### 3.7. **Response Preparation Costs**

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

## 4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS

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### 4.1. RFP Amendment

The State at its sole discretion may amend this RFP, in writing, at any time prior to contract award. However, prior to any such amendment, the State 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, the State 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

The State 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, the State reserves the right to reject, at its sole discretion, any and all responses.

4.3.2. The State 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, the State reserves the right to waive, at its sole discretion, minor variances from full compliance with this RFP. If the State waives variances in a response, such waiver shall not modify the RFP requirements or excuse the Respondent from full compliance, and the State 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 the State. The State 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 the State unless the State 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 the State and with the State'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

The State 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. The State will document in writing the reason(s) for any rejection of personnel.

#### 4.6. **Insurance**

The State 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 the State 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. The State 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. The State 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 the State in response to this RFP shall become the property of the State of Tennessee. Respondents are cautioned not to provide any materials in response to this RFP that are trade secrets, as defined under Tenn. Code Ann. § 47-25-1702 and any other applicable law. By submitting a response to this RFP, the respondent acknowledges and agrees that the State shall have no liability whatsoever for disclosure of a trade secret under the Uniform Trade Secrets Act, as provided at Tenn. Code Ann. § 47-25-1701-1709, or under any other applicable law. 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. The State 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 the State 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 State 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. The State 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, the State 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, the State 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 the State. The State 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, the State 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, the State will provide the Contractor a written description of the additional goods or services. The Contractor must respond to the State 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 the State and the Contractor reach an agreement regarding the goods or services and associated compensation, such agreement must be effected by means of a contract amendment. Further, any such amendment requiring additional goods or services must be signed by both the State 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 the State 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 the State 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**

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

## 5. EVALUATION & CONTRACT AWARD

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### 5.1. Evaluation Categories & Maximum Points

The State 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 the State to be responsive.

EVALUATION CATEGORY	TOTAL POINTS
Mandatory Requirement Items (refer to RFP Attachment 6.2, Section A)	<b>Pass/Fail Only</b>
General Qualifications & Experience (refer to RFP Attachment 6.2., Section B)	<b>30 points</b>
Technical Qualifications, Experience & Approach (refer to RFP Attachment 6.2., Section C)	<b>60 points</b>
Cost Proposal (refer to RFP Attachment 6.3.)	<b>10 points</b>

### 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 the State 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. The State 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 the State. The subject Respondent must put any resulting clarification in writing as may be required and in accordance with any deadline imposed by the State.

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 Solicitation Coordinator will review the response and determine whether:

- a. the response adequately meets RFP requirements for further evaluation;
- b. the State will request clarifications or corrections for consideration prior to further evaluation; or,
- c. the State will determine the response to be non-responsive to the RFP and reject it.

- 5.2.1.3. Proposal Evaluation Team members will independently evaluate each Technical Response (that is responsive to the RFP) against the evaluation criteria in this RFP, and will score each in accordance with the RFP Attachment 6.2., Technical Response & Evaluation Guide.
- 5.2.1.4. For each response evaluated, the Solicitation Coordinator will calculate the average of the Proposal Evaluation Team member scores for RFP Attachment 6.2., Technical Response & Evaluation Guide, and record each average as the response score for the respective Technical Response section.
- 5.2.1.5. Before Cost Proposals are opened, the Proposal Evaluation Team will review the Technical Response Evaluation record and any other available information pertinent to whether or not each Respondent is responsive and responsible. If the Proposal Evaluation Team identifies any Respondent that does not meet the responsive and responsible thresholds such that the team would not recommend the Respondent for Cost Proposal Evaluation and potential contract award, the team members will fully document the determination.
- 5.2.1.6. The Solicitation Coordinator will invite each Respondent, who is apparently responsive and responsible, to make an Oral Presentation.
- 5.2.1.6.1. The Oral Presentations is mandatory. The Solicitation Coordinator will schedule Respondent Presentation 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 Presentations schedule has been determined, the Solicitation Coordinator will contact Respondents with the relevant information as indicated by RFP Section 2, Schedule of Events.
- 5.2.1.6.2. Respondent Presentations are only open to the invited Respondent, Proposal Evaluation Team members, the Solicitation Coordinator, and any technical consultants who are selected by the State to provide assistance to the Proposal Evaluation Team.
- 5.2.1.6.3. Oral Presentations provide an opportunity for Respondents to explain and clarify their responses and for the State to test to better understand the practical application of the good or service as applicable. Respondents must not materially alter their responses and Oral Presentations will be limited to addressing the items detailed in RFP Attachment 6.2., Technical Response & Evaluation Guide. Respondent pricing must not be discussed during Oral Presentations. Evaluators may adjust Respondents' Technical Response scores based on Oral Presentations.
- 5.2.1.6.4. The State will maintain an accurate record of each Respondent's Oral Presentations or Field Tests session. The record of the Respondent's Oral Presentations will be available for review when the State 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 the State 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 review the Proposal Evaluation Team determinations and scores for consideration along with any other relevant information that might be available and pertinent to contract award.
- 5.3.2. The Solicitation Coordinator will determine the apparent best-evaluated Response using the scoring provided by the Proposal Evaluation Team. To effect a contract award to a Respondent other than the one receiving the highest evaluation process score, the Solicitation Coordinator must provide written justification and obtain the written approval of the Chief Procurement Officer and the Comptroller of the Treasury.
- 5.3.3. The State will issue a Notice of Intent to Award identifying the apparent best-evaluated response and make the RFP files available for public inspection at the time and date specified in the RFP Section 2, Schedule of Events.

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

- 5.3.4. The Respondent identified as offering the apparent best-evaluated response must sign a contract drawn by the State pursuant to this RFP. The Contract shall be substantially the same as the RFP Attachment 6.6., *Pro Forma* Contract. The Respondent must sign the contract by the Contractor Signature Deadline detailed in the RFP Section 2, Schedule of Events. If the Respondent fails to provide the signed Contract by this deadline, the State may determine that the Respondent is non-responsive to this RFP and reject the response.
- 5.3.5. Notwithstanding the foregoing, the State 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 the State's best interests, **PROVIDED THAT** such revision of terms and conditions or performance requirements shall **NOT** materially affect the basis of response evaluations or negatively impact the competitive nature of the RFP and contractor selection process.
- 5.3.6. If the State 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 ATTACHMENT 6.1.****RFP # 31620-00799 STATEMENT OF CERTIFICATIONS AND ASSURANCES**

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

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

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

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

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

**SIGNATURE:**

\_\_\_\_\_

**PRINTED NAME & TITLE:**

\_\_\_\_\_

**DATE:**

\_\_\_\_\_

**RESPONDENT LEGAL ENTITY  
NAME:**

\_\_\_\_\_

## RFP ATTACHMENT 6.2. — Section A

## TECHNICAL RESPONSE &amp; 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 Solicitation Coordinator must review the response and attach a written determination. In addition to the Mandatory Requirement Items, the Solicitation Coordinator will review each response for compliance with all RFP requirements.

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	PASS/FAIL (THDA USE ONLY)
		The Response must be delivered to the State 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., <i>et. seq.</i> ).	
		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 the State 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.).	
	<b>A.1.</b>	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.	
	<b>A.2.</b>	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 ( <i>e.g.</i> , 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 the State, and the State reserves the right to cancel any award.	
	<b>A.3.</b>	Provide a statement confirming that the System will have the functionality to manage multiple programmatic funds and Sub-Funds for the Programs, their Sub-Programs, across multiple Grantees, and for multiple Eligible Activities.	
	<b>A.4.</b>	Provide a statement confirming that the System includes functionality for THDA and its Grantees to designate user roles within the System that will determine access to Programs, Sub-Programs, Grants, and Administrative-level functions.	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	PASS/FAIL (THDA USE ONLY)
	A.5.	Provide a statement confirming that the System will have functionality for THDA to receive, evaluate, and make a funding determination of applications received electronically from Applicants through customizable application portals.	
	A.6.	Provide a statement confirming that the System will provide a customizable application portal for Grantees to receive, evaluate, and make funding determinations of on-line applications with document attachments from Household applicants and will provide the functionality for Grantees to enter and upload Household applications received in hard copy, evaluate the entered applications, and make funding determinations.	
	A.7.	Provide a statement that the System has functionality for THDA and Grantees to prepare reports and export data from all system data fields accessible to THDA or the Grantees, respectively.	
	A.8.	Provide a statement confirming the System will have robust fund management capabilities to allocate and track all Program funding by Program, Sub-Program, Sub-Fund, Grant, and Eligible Activity based on reservations, commitments, and expenditures made and will allow THDA and Grantees to record, track, and reallocate program fund repayments to specific Programs, Sub-Programs, Sub-Funds, Grants, and Activities.	
	A.9.	Provide a statement confirming that the System will have the functionality to create and track workflows for each Sub-Program that may include varying processes, documents, requirements, and options to trigger notifications to, from, and within THDA and to, from, and within a Grantee's organization.	
	A.10.	Provide a statement confirming that the System will have functionality for THDA and Grantees to establish data fields as defined by THDA for Sub-Programs or for THDA and the Grantees by Grant.	
	A.11.	Provide a statement confirming the System will provide functionality to ensure collection of unduplicated Household data in accordance with Program requirements as determined by THDA and the Grantees.	
	A.12.	Provide a statement confirming that the System will provide functionality for THDA to establish payment request workflows based on Program and Sub-Program requirements between the Grantee, THDA Program staff, and THDA Accounting staff.	
	A.13.	Provide a statement confirming that the System will include functionality to transmit payment data to our State Payment system via an XML file transfer.	
	A.14.	For cloud-based System, provide a copy of a valid and current SOC 2 Type 2 certification for the system itself, not just the hosting platform such as Azure or AWS.	
	A.15.	Provide a statement confirming that the back-office system is implemented as a fully web-based or SAAS solution and allows for the use of SSO with SAML for seamless user login. Confirm that no portion of the System must	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	PASS/FAIL (THDA USE ONLY)
		be executed client-side or via any kind of RDP implementation. Solution must work with a web proxy for filtering Internet traffic client-side.	
	A.16.	Provide a statement confirming that any customer-facing portal or site must offer MFA capabilities such that external users are required to validate credentials in addition to a simple username and password.	
	A.17.	Provide a statement confirming that the System has built-in customizable reporting using Power BI or similar and that upon request THDA can request a full data set on a pre-determined schedule.	
	A.18.	The System must support user access from multiple platforms including laptops, tablets, and mobile devices.	
	A.19.	The System must provide the ability to mask personally identifiable information (PII) like externally submitted SSNs by only showing the last four digits of the SSN to any user that does not have the security permission to view the entire number.	
	A.20.	The System must store all data state-side; Confirm that no data will be hosted or replicated internationally.	
	A.21.	Confirm that the System can generate all email communication independently and does not depend on the ability to “send on the behalf of” thda.org; THDA will not whitelist anyone to send emails on its behalf.	
<i>State Use – Solicitation Coordinator Signature, Printed Name &amp; Date:</i>			



## RFP ATTACHMENT 6.2. — SECTION B

## TECHNICAL RESPONSE &amp; EVALUATION GUIDE

**SECTION B: GENERAL QUALIFICATIONS & EXPERIENCE.** 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. Proposal Evaluation Team members will independently evaluate and assign one score for each response to Section B— General Qualifications & Experience Items. Each evaluator will use the following whole number, raw point scale for scoring each item. There are a total of 220 Points available.

0 = little value

1 = poor

2 = fair

3 = satisfactory

4 = good

5 = excellent

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items	Item Score (0 - 5) THDA USE ONLY
	<b>B.1.</b>	Detail the name, e-mail address, mailing address, telephone number, and facsimile number, if applicable, of the person the State should contact regarding the response.	
	<b>B.2.</b>	Describe the Respondent's form of business ( <i>i.e.</i> , individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and business location (physical location or domicile).	
	<b>B.3.</b>	Detail the number of years the Respondent has been in business.	
	<b>B.4.</b>	Briefly describe how long the Respondent has been providing the goods or services required by this RFP.	
	<b>B.5.</b>	Describe the Respondent's number of employees, client base, and location of offices.	
	<b>B.6.</b>	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>B.7.</b>	Provide a statement of whether the Respondent or, to the Respondent's knowledge, any of the Respondent's employees, agents, independent contractors, or subcontractors, involved in the delivery of goods or performance of services on a contract pursuant to this RFP, have been convicted of, pled guilty to, or pled <i>nolo contendere</i> to any felony. If so, include an explanation providing relevant details.	
	<b>B.8.</b>	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.	
	<b>B.9.</b>	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	

## 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 (0 - 5) THDA USE ONLY
		<p>counsel addressing whether and to what extent it would impair the Respondent's performance in a contract pursuant to this RFP.</p> <p>NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of license for each person or entity that renders such opinions.</p>	
	<b>B.10.</b>	<p>Provide a statement of whether there are any pending or in progress Securities Exchange Commission investigations involving the Respondent. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it will impair the Respondent's performance in a contract pursuant to this RFP.</p> <p>NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of license for each person or entity that renders such opinions.</p>	
	<b>B.11.</b>	<p>Provide a brief, descriptive statement detailing evidence of the Respondent's ability to deliver the goods or services sought under this RFP (e.g., prior experience, training, certifications, resources, program and quality management systems, etc.).</p>	
	<b>B.12.</b>	<p>Provide a narrative description of the proposed project team, its members, and organizational structure along with an organizational chart identifying the key people who will be assigned to deliver the goods or services required by this RFP.</p>	
	<b>B.13.</b>	<p>Provide a personnel roster listing the names of key people who the Respondent will assign to meet the Respondent's requirements under this RFP along with the estimated number of hours that each individual will devote to that performance. Follow the personnel roster with a resume for each of the people listed. The resumes must detail the individual's title, education, current position with the Respondent, and employment history.</p>	
	<b>B.14.</b>	<p>Provide a statement of whether the Respondent intends to use subcontractors to meet the Respondent's requirements of any contract awarded pursuant to this RFP, and if so, detail:</p> <p>(a) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each;</p> <p>(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></p> <p>(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.</p>	
	<b>B.15.</b>	<p>Provide documentation of the Respondent's commitment to diversity as represented by the following:</p> <p>(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</p>	

## 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 (0 - 5) THDA USE ONLY
		<p>veterans, persons with disabilities, and small business enterprises. Please also include a list of the Respondent's certifications as a diversity business, if applicable.</p> <p>(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:</p> <ul style="list-style-type: none"> <li>(i) contract description;</li> <li>(ii) contractor name and ownership characteristics (<i>i.e.</i>, ethnicity, gender, service-disabled veteran-owned or persons with disabilities);</li> <li>(iii) contractor contact name and telephone number.</li> </ul> <p>(c) <u>Estimated Participation</u>. Provide an estimated level of participation by business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities and small business enterprises if a contract is awarded to the Respondent pursuant to this RFP. Please include the following information:</p> <ul style="list-style-type: none"> <li>(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 <b>DO NOT INCLUDE DOLLAR AMOUNTS</b>);</li> <li>(ii) anticipated goods or services contract descriptions;</li> <li>(iii) names and ownership characteristics (<i>i.e.</i>, ethnicity, gender, service-disabled veterans, or disability) of anticipated subcontractors and supply contractors.</li> </ul> <p>NOTE: In order to claim status as a Diversity Business Enterprise under this contract, businesses must be certified by the Governor's Office of Diversity Business Enterprise (Go-DBE). Please visit the Go-DBE website at <a href="https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&amp;XID=9810">https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&amp;XID=9810</a> for more information.</p> <p>(d) <u>Workforce</u>. Provide the percentage of the Respondent's total current employees by ethnicity and gender.</p> <p>NOTE: Respondents that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State 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 veterans, persons with disabilities, and small business enterprises and who offer a diverse workforce.</p>	
	<b>B.16.</b>	<p>Provide a statement of whether or not the Respondent has any current contracts with the State of Tennessee or has completed any contracts with the State of Tennessee within the previous five (5) year period. If so, provide the following information for all of the current and completed contracts:</p> <ul style="list-style-type: none"> <li>(a) the name, title, telephone number and e-mail address of the State contact knowledgeable about the contract;</li> <li>(b) the procuring State agency name;</li> </ul>	

## 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 (0 - 5) THDA USE ONLY
		(c) a brief description of the contract's scope of services; (d) the contract period; and (e) the contract number.	
	<b>B.17.</b>	Provide a statement and any relevant details addressing whether the Respondent is any of the following: <ul style="list-style-type: none"> <li>(a) is presently debarred, suspended, proposed for debarment, or voluntarily excluded from covered transactions by any federal or state department or agency;</li> <li>(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;</li> <li>(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</li> <li>(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.</li> </ul>	
	<b>B.18</b>	Provide support to evidence previous experience with creating and/or supporting a module or system to administer federally funded programs, such as the Low-Income Home Energy Assistance Program, Weatherization Assistance Program, and Emergency Solutions Grants Programs.	
	<b>B.19</b>	Provide support to evidence two (2) or more years of experience supporting a state government, housing finance authority, local jurisdiction, or public housing authority with state or federally funded programs.	
	<b>B.20</b>	Provide support to evidence that system developers or support staff have a minimum of 2 years of housing related experience.	
	<b>B.21</b>	Provide a letter of recommendation from a recent client that illustrates the level of support provided is adequate and satisfactory.	
	<b>B.22</b>	Detail whether the system requires complex passwords with a minimum of 12 characters AND the ability to customize the password requirements as needed.	
	<b>B.23</b>	Detail whether the system allows for geo-fencing, preferably that access can be locked down by IP or some other means such that THDA's data cannot be accessed from a generic device in any country or locality.	
	<b>B.24</b>	Detail whether the System executes via a web-based client; Confirm that no client-server locally installed applications or Citrix/RDP implementations are utilized for any module of the system, BackOffice or otherwise.	
	<b>B.25</b>	Describe whether the cloud-based System, i.e. SAAS, includes a custom-reporting module inherent to the system, such as Power BI.	

## 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 (0 - 5) THDA USE ONLY
	<b>B.26</b>	Describe whether a complete data export can be made available to THDA upon request.	
	<b>B.27</b>	Describe whether the system includes an administrative or “SuperUser” role that is the only one that can perform user assignments and permission changes.	
	<b>B.28</b>	Detail the Respondent’s experience with providing Technical Support hours from 8:00 am Central Time until 6:00 pm Central Time and emergency after hours and contact information for support on weekends.	
	<b>B.29</b>	Describe the Respondents experience with providing for the System solution an independent, stand-alone demonstration database and corresponding environment for testing and training that is kept current with the system at all times.	
	<b>B.30</b>	Describe the Respondents experience with delivering for the proposed System solution high-level dataflow, application system-flow, and process-flow diagrams.	
	<b>B.31</b>	Describe the Respondent’s experience of providing a data element dictionary within or associated with the proposed System solution that will allow the identification of fields.	
	<b>B.32</b>	Detail the Respondent’s experience associated with providing thorough release notes that contain detailed information about all changes made with each System iteration of the proposed System solution.	
	<b>B.33</b>	Detail the Respondent’s experience with providing through the proposed System solution an ability to import and migrate data from existing systems or excel spreadsheets.	
	<b>B.34</b>	Detail the Respondent’s experience with and the proposed System solutions provision of a record locking mechanism that would allow read only access to more than one user, but the same record (or case file) could not be simultaneously updated by two separate users.	
	<b>B.35</b>	Detail the Respondent’s experience with incorporating into the proposed System solution record release timeouts and how such timeouts operate 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>B.36</b>	Describe how the Respondent manages 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>B.37</b>	Detail whether the System scales based on increasing numbers of concurrent users at one time without loss of performance.	
	<b>B.38</b>	Describe whether the System will have a complete testing environment to fully test internal and external systems and also include the ability to push configuration settings to either environment or refresh data upon request.	
	<b>B.39</b>	Detail Respondent’s provision of thorough release notes that contain detailed information about all changes made with each System iteration.	
	<b>B.40</b>	Detail Respondent’s resolution time for level 1 tickets (simple questions about system use / problems / errors) & level 2 (complex questions / problems / errors).	

## RFP ATTACHMENT 6.2. — SECTION B (continued)

<b>RESPONDENT LEGAL ENTITY NAME:</b>			
<b>Response Page #</b> (Respondent completes)	<b>Item Ref.</b>	<b>Section B— General Qualifications &amp; Experience Items</b>	<b>Item Score</b> (0 - 5) <b>THDA USE ONLY</b>
	<b>B.41</b>	Detail whether there is a standalone document storage solution that integrates with the application.	
	<b>B.42</b>	Detail whether the System has the ability to have multiple modules open for extended periods in order to toggle back and forth to work between the modules.	
	<b>B.43</b>	Without providing cost information, detail what upgrades are offered by the Respondent for their product, while defining what the Respondent considers to be an upgrade.	
	<b>B.44</b>	Describe and list information that is contained in all established/canned reports existing in software.	
<b>SCORE (for <u>all</u> Section B—Qualifications &amp; Experience Items above):</b> (maximum possible score = 220)			
<b>5.1 TOTAL SCORE: Take the SCORE above for all B Items</b> <b>Divide the SCORE by 220 and then multiply by 30</b> (maximum possible score = 30)			
<i>State Use – Evaluator Identification:</i>			
<i>State Use – Solicitation Coordinator Signature, Printed Name &amp; Date:</i>			

## RFP ATTACHMENT 6.2. — SECTION C

## TECHNICAL RESPONSE &amp; 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 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. Total Score available is 440 Points.

RESPONDENT LEGAL ENTITY NAME:						
Response Page # (Respondent completes)	Item Ref.	Category	Section C— Technical Qualifications, Experience & Approach Items	Item Score (0 – 5) THDA USE ONLY	Evaluation Factor	Raw Weighted Score (Item Score x Evaluation Factor)
	<b>C.1.</b>	General	Provide a narrative that illustrates the Respondent's understanding of the State's requirements and project schedule.		.70	
	<b>C.2.</b>	General	Provide a narrative that illustrates how the Respondent will complete the scope of services, accomplish required objectives, and meet the State's project schedule.		.70	
	<b>C.3.</b>	General	Provide a narrative that illustrates how the Respondent will manage the project, ensure completion of the scope of services, and accomplish required objectives within the State's project schedule.		.70	
	<b>C.4</b>	General	The System should include functionality to create THDA user accounts where a THDA user will be assigned access and permission levels by Sub-Program which dictate functions and screens to which the THDA user would have access. A THDA assigned "super user" will have authority to manage THDA user accounts. Users accounts will include an effective date and end date; however, record of past actions taken by the user will remain following end date of user access.		.70	
	<b>C.5</b>	General	The System should allow for multiple levels of THDA user roles and permissions by Sub-Program.		.70	

## RFP ATTACHMENT 6.2. — SECTION C (continued)

RESPONDENT LEGAL ENTITY NAME:						
Response Page # (Respondent completes)	Item Ref.	Category	Section C— Technical Qualifications, Experience & Approach Items	Item Score (0 – 5) THDA USE ONLY	Evaluation Factor	Raw Weighted Score (Item Score x Evaluation Factor)
	<b>C.6</b>	General	The System should partition all data by Sub-Program and Grantee from THDA users based on Sub-Programs and Grants assigned to THDA users.		.70	
	<b>C.7</b>	General	The System should partition all data by Sub-Program, Grantee, and Grant award from Grantee users based on Sub-Programs and Grants assigned to Grantee users.		.70	
	<b>C.8</b>	General	Aside from certain designated screens, which THDA may have Read Only access, the System should prohibit THDA from accessing screens managed by a Grantee. The System must prohibit Grantee's access to all screens managed by THDA.		.70	
	<b>C.9</b>	General	The System should include functionality to store THDA and Grantee user details including, but not limited to, Name, Title (with effective date), System Active/Inactive status, Contact information, and System permissions by Effective Date.		.70	
	<b>C.10</b>	General	The System should have the functionality to allow for the export of all data fields from the System via a flexible format defined by THDA and its Grantees for sharing and uploading to other systems, including THDA's internal accounting System, any Department of Energy approved auditing System such as National Energy Audit Tool (NEAT) and the Manufactured Home Energy Audit (MHEA), and the HUD Integrated Disbursement and Information System (IDIS).		.70	
	<b>C.11</b>	General	The System should have a real time dashboard/work list of action items for each staff member, based on THDA staff grant assignments. The Grant Assignments can be updated so that work can be shifted by Manager as needed.		.30	
	<b>C.12</b>	General	The System should provide functionality for THDA to identify and set data collection fields and documentation requirements by Sub-Program. System should have the capability to upload relevant documentation within System at location relevant to data needs. For instance, household income supporting documentation should be uploaded on household income screen.		.70	



## RFP ATTACHMENT 6.2. — SECTION C (continued)

RESPONDENT LEGAL ENTITY NAME:						
Response Page # (Respondent completes)	Item Ref.	Category	Section C— Technical Qualifications, Experience & Approach Items	Item Score (0 – 5) THDA USE ONLY	Evaluation Factor	Raw Weighted Score (Item Score x Evaluation Factor)
	<b>C.13</b>	General	The System should provide functionality to provide automated checks of program requirements. For instance, total household income by household size should be checked against relevant income limits by household size and county stored within the system. The System should record a determination of Compliant or Not Compliant.		.70	
	<b>C.14</b>	General	The System should provide functionality to track specific Grant requirements across multiple activities served under a single Sub-Program and provide determinations if met or not met. For instance, the System should be able to track the average cost per unit (ACPU) of Weatherization assisted dwelling units completed and calculate an ACPU of all units assisted under the Sub-Program. The System should then compare against federal ACPU requirements and issue a determination of Compliant or Not Compliant.		.30	
	<b>C.15</b>	General	The System should have a spell check tool to indicate in any narrative field and throughout the System of any spelling errors.		.10	
	<b>C.16</b>	General	The System should have help features to assist THDA and Grantee users, including a customizable System training feature / user manual and individual help tags for fields that may require further explanation.		.30	
	<b>C.17</b>	General	The System provider should offer help desk support for THDA and Grantee users.		.10	
	<b>C.18</b>	General	The System should have unlimited number of user account access by THDA, Grantees, and Households.		.70	
	<b>C.19</b>	General	The System should allow for configurable logic to stop Grantee and Household users from proceeding further until certain criteria have been met, with standard identified to the user. For instance, system should require at least two designated signature authorizations before submission of a Payment Request to THDA.		.70	
	<b>C.20</b>	General	The System should be able to incorporate 60 months of active and historical data imported from a legacy System and Excel spreadsheets as necessary.		.70	

## RFP ATTACHMENT 6.2. — SECTION C (continued)

RESPONDENT LEGAL ENTITY NAME:						
Response Page # (Respondent completes)	Item Ref.	Category	Section C— Technical Qualifications, Experience & Approach Items	Item Score (0 – 5) THDA USE ONLY	Evaluation Factor	Raw Weighted Score (Item Score x Evaluation Factor)
	<b>C.21</b>	General	The System should allow for THDA and Grantee users to open multiple documents at the same time from within the System.		.70	
	<b>C.22</b>	General	The System should have a robust note creation process where a THDA or Grantee user can add a note for any Sub-Program, application, and grant issued viewable only to THDA users with appropriate access privileges. Similarly, the System should have a robust note creation process where a Grantee user can add a note viewable to only Grantee users.		.70	
	<b>C.23</b>	General	The System should have functionality to maintain all data and uploaded documents through required recordkeeping period, and a retention function to purge documents based on certain dates or other configurable data-based criteria.		.70	
	<b>C.24</b>	General	The System functionality should be intuitive, user friendly, and easy to learn for a layperson.		.30	
	<b>C.25</b>	General	The System should have a process that records username and date/time of creation and modification of all individual fields within the System for audit purposes.		.70	
	<b>C.26</b>	General	The system shall provide the ability to mask Personally Identifiable Information (“PII”) like externally submitted SSNs by only showing the last four digits of the SSN to any user that does not have the security permission to view the entire number.		.70	
	<b>C.27</b>	General	The System should have the functionality for THDA to provide General Announcements to Grantees of selected Sub-Programs that will be available upon Grantee log-in.		.30	
	<b>C.28</b>	General	The System should have Bulk Uploader functionality to upload data files into the System. For instance, a multifamily property will have individual household data that must be uploaded into separate household files by main address and unit numbers.		.30	
	<b>C.29</b>	General	The System should allow the upload and storage of documents with the ability to control file type allowed. The System should allow an upload file size of 100MB.		.30	

## RFP ATTACHMENT 6.2. — SECTION C (continued)

RESPONDENT LEGAL ENTITY NAME:						
Response Page # (Respondent completes)	Item Ref.	Category	Section C— Technical Qualifications, Experience & Approach Items	Item Score (0 – 5) THDA USE ONLY	Evaluation Factor	Raw Weighted Score (Item Score x Evaluation Factor)
	C.30	General	The System should have the functionality for THDA or Grantees to notify third-party entities to take an action and receive record of action back into System for a specific household. For example, the System should allow for notification of WAP T&TA provider of inspection need and for WAP T&TA provider to record date and results of inspection in System.		.70	
	C.31	General	The System should have functionality for THDA to schedule meetings with a Grantee and display such in the System and be integrated with a Microsoft Outlook and other system calendar.		.30	
	C.32	Fund Management & Program Set Up	The System should be readily configurable to allow THDA to create defined Program and Sub-Program components, activities, and workflows and notifications by Program Year.		.70	
	C.33	Fund Management & Program Set Up	The System should enable assignment of multiple THDA Sub-Program Managers to a THDA Sub-Program. Sub-Program Managers will be users responsible for setting program parameters and funding within System.		.70	
	C.34	Fund Management & Program Set Up	The System should have the ability to manage funding allocations for the Programs, or others as identified, by allocation year, Sub-Programs, and activities.		.70	
	C.35	Fund Management & Program Set Up	Within each Program and Program Year, the System should allow for THDA to create and allocate Program funds to multiple Sub-Programs of that Program, with their own workflows and data requirements in accordance with Federal requirements and THDA's Sub-Program operational processes.		.70	
	C.36	Fund Management & Program Set Up	The System should allow Assigned Users to have the ability to split each Program Fund into different Sub-Fund Types that include, but are not limited to, Administrative and other Types as needed in accordance with the specific program requirements. An option to create and name a new category of Sub-Fund Types should be available. The ability to set maximum and minimum values for each Sub-Fund Type by either dollar value or percentage of the total Program Funds by allocation year should be available.		.70	

## RFP ATTACHMENT 6.2. — SECTION C (continued)

RESPONDENT LEGAL ENTITY NAME:						
Response Page # (Respondent completes)	Item Ref.	Category	Section C— Technical Qualifications, Experience & Approach Items	Item Score (0 – 5) THDA USE ONLY	Evaluation Factor	Raw Weighted Score (Item Score x Evaluation Factor)
	<b>C.37</b>	Fund Management & Program Set Up	The System should allow assigned THDA users to create a new Sub-Program that may use funds from each Sub-Fund Type established and set the appropriate funding values by Sub-Fund Type that are applicable for that years Sub-Program by dollar amount or percentage.		.70	
	<b>C.38</b>	Fund Management & Program Set Up	The System should allow for Program Funds to be moved across all Sub-Fund Types, Sub-Programs and all Program Fund years, while retaining a record of the transfers between Program Funding years and Sub-Fund Types.		.70	
	<b>C.39</b>	Fund Management & Program Set Up	The System should be able to sum the Sub-Funds allocated to each Sub-Program available by year to the total amount of funds allocated to the Program by year and calculate a balance of each Sub-Fund not allocated to a Sub-Program.		.70	
	<b>C.40</b>	Fund Management & Program Set Up	For each Sub-Program, the System should allow for the allocation of Sub-Funds to selected Grantees and display the total amount of Sub-Funds allocated to all Grantees and the amount of Sub-Funds not allocated to any Grantee.		.70	
	<b>C.41</b>	Fund Management & Program Set Up	The System should allow for multiple activities to be implemented by each Grantee and track the Reservation of the Grantee Award to each activity by Sub-Fund Type and Year. The System should calculate the total amount of funds by Sub-Fund Type and Year that are Reserved to individual Grantee Activities and the balance of funds Not Reserved to any Grantee Activity by Sub-Fund Type and Allocation Year.		.70	
	<b>C.42</b>	Fund Management & Program Set Up	Within each Grantee Activity and once certain required thresholds are met and a legally binding agreement is executed, the Reservation of Funds to the Grantee Activity can be moved to a Commitment stage. The System should allow THDA to prohibit the payment of any funds until the Activity is in a Commitment stage.		.70	
	<b>C.43</b>	Fund Management & Program Set Up	As pay requests are approved for each Activity, the amount of funds expended should be updated by Sub-Fund Type and Allocation Year.		.70	
	<b>C.44</b>	Fund Management & Program Set Up	Within each Grantee Activity, the System should have the ability to display funding that is Reserved, Committed, Pending Payment, and Expended by Sub-Fund Type and Allocation Year.		.70	

## RFP ATTACHMENT 6.2. — SECTION C (continued)

RESPONDENT LEGAL ENTITY NAME:						
Response Page # (Respondent completes)	Item Ref.	Category	Section C— Technical Qualifications, Experience & Approach Items	Item Score (0 – 5) THDA USE ONLY	Evaluation Factor	Raw Weighted Score (Item Score x Evaluation Factor)
	<b>C.45</b>	Fund Management & Program Set Up	The System should allow only designated staff with a user role to add or adjust funding allocations and limit other status to view only status.		.70	
	<b>C.46</b>	Fund Management & Program Set Up	The System should track the allocation and de-allocation of Sub-Funds within Programs up and down the funding cascade of Sub-Programs, Grantees, and Activities		.70	
	<b>C.47</b>	Fund Management & Program Set Up	The System should allow for the manual entry, and for maximum points, the import of various Federal tables electronically by effective date and by county, including but not limited to HUD Income Limits for the Section 8 Program, poverty values, and HUD Fair Market Rents.		.70	
	<b>C.48</b>	Fund Management & Program Set Up	The System should provide the functionality to identify for each Sub-Program whether screens specific to certain Federal Requirements are applicable. If applicable, the System should provide required screens at the Grant and Activity levels that will require compliance with the Federal requirement.		.70	
	<b>C.49</b>	Fund Management & Program Set Up	The System should provide functionality to allow each Tennessee county to be assigned to certain designated fields, including Urban/Rural status, the appropriate Continuum of Care, Grand Division Designation, County Need Score, County Disaster Area declaration, or other county level designation determined by THDA based on an effective date for each designation.		.70	
	<b>C.50</b>	Initial Application Process / Portal - GENERAL PORTAL REQUIREMENTS	The external application portals must minimally be protected by a User ID and Password function that requires two factor authorization and allows the user to reset, change or update passwords as needed.		.70	
	<b>C.51</b>	Initial Application Process / Portal - GENERAL PORTAL REQUIREMENTS	The System should have the ability for selected THDA users with permissions to easily and quickly add, remove or update field/questions within the application template.		.70	

## RFP ATTACHMENT 6.2. — SECTION C (continued)

RESPONDENT LEGAL ENTITY NAME:						
Response Page # (Respondent completes)	Item Ref.	Category	Section C— Technical Qualifications, Experience & Approach Items	Item Score (0 – 5) THDA USE ONLY	Evaluation Factor	Raw Weighted Score (Item Score x Evaluation Factor)
	<b>C.52</b>	Initial Application Process / Portal - GENERAL PORTAL REQUIREMENTS	The System should allow for the development of configurable application questions where application questions can be changed/added/removed during subsequent program funding offerings with multiple question / answer types (not limited to dates, percentages, drop down, Yes/No, Check-boxes, and document attachments), including conditional question capability that based on answer may require subsequent question.		.30	
	<b>C.53</b>	Initial Application Process / Portal - GENERAL PORTAL REQUIREMENTS	The System should automatically save applications as information is entered.		.10	
	<b>C.54</b>	Initial Application Process / Portal - GENERAL PORTAL REQUIREMENTS	The System should validate any address information added to verify address validity.		.10	
	<b>C.55</b>	Initial Application Process / Portal - GENERAL PORTAL REQUIREMENTS	The System should have a consistency validator to flag any entries that are outside of typical responses such as a short phone number, unanswered required fields, and ensure that all questions are answered based on the activity path chosen by the applicant and required documents are uploaded before allowing application to be certified and submitted.		.30	
	<b>C.56</b>	Initial Application Process / Portal - GENERAL PORTAL REQUIREMENTS	The System should record and display date and time of all application uploads, submissions, edits, and approvals		.70	
	<b>C.57</b>	Initial Application Process / Portal - GRANTEE APPLICANTS ONLY	The Grantee Applicant portal should allow the Grantee to establish a Grantee Administrator at initial portal entry with permissions to establish internal Grantee user access within the Application Portal. The Portal will require verification of access from Grantee leadership and final approval for access granted by THDA.		.70	

## RFP ATTACHMENT 6.2. — SECTION C (continued)

RESPONDENT LEGAL ENTITY NAME:						
Response Page # (Respondent completes)	Item Ref.	Category	Section C— Technical Qualifications, Experience & Approach Items	Item Score (0 – 5) THDA USE ONLY	Evaluation Factor	Raw Weighted Score (Item Score x Evaluation Factor)
	<b>C.58</b>	Initial Application Process / Portal - GRANTEE APPLICANTS ONLY	The System should allow Grantee Applicants to establish a base profile of the Grantee Applicant, including organization legal name, Federal Tax ID, Unique Entity Identifier Number (UEI), DUNS #, Federal Legislative District # - House, State Legislative District- House, State Legislative District- Senate, Grantee Fiscal Year Start Date, DUNS #, State of TN Vendor ID Number, mailing address, physical address, service area by county name, names and positions of leadership, Title VI coordinator (if applicable) signatory names, within which base documents of the organization may be uploaded included include most recent audit for all entities and, for nonprofit organizations, 501(c)3 documentation, board certifications, charter, by-laws, etc...all with effective dates noted for identified fields. Applicant profile should be accessible across multiple Sub-Programs, for multiple applications and, if funded, grant implementations.		.70	
	<b>C.59</b>	Initial Application Process / Portal - GRANTEE APPLICANTS ONLY	The Grantee Applicant Profile should be able to be linked to all Grants contained within the System and include a list of all Grant awards by Grant Number within the System to include Grant Award Number, Grant Award Amount, and Expended Amount. The Profile should allow for THDA to enter Grant Award Numbers, Grant Award Amount, and Grant Expenditure Amount that are not contained within the System.		.70	
	<b>C.60</b>	Initial Application Process / Portal - GRANTEE APPLICANTS ONLY	The System should include a mechanism within the application to allow applicants to link information from the Applicant Base Profile to the Application. Applicant profile information record at submission of each funding application should be retained with the Sub-Program application. However, as information changes within the Applicant Base Profile, updated information should be available with the Application/Grantee record with an updated effective date noted.		.70	
	<b>C.61</b>	Initial Application Process / Portal - GRANTEE APPLICANTS ONLY	The System should allow Grantee Applicant preparer to enter contact information for the application signatory. Notification to the signatory should be generated that will have a link to the proposed application that the signatory can review. and either approve or deny the submission of the application, with subsequent notification to the application preparer that action was taken.		.70	

## RFP ATTACHMENT 6.2. — SECTION C (continued)

RESPONDENT LEGAL ENTITY NAME:						
Response Page # (Respondent completes)	Item Ref.	Category	Section C— Technical Qualifications, Experience & Approach Items	Item Score (0 – 5) THDA USE ONLY	Evaluation Factor	Raw Weighted Score (Item Score x Evaluation Factor)
	<b>C.62</b>	Initial Application Process / Portal - GRANTEE APPLICANTS ONLY	The System should have the ability to send a confirmation email to authorized individuals of the Grantee Applicant that application has been submitted, noting the date and time of application submission.		.30	
	<b>C.63</b>	Initial Application Process / Portal - GRANTEE APPLICANTS ONLY	The System should allow THDA to create a customizable Grantee application budget for Grantee Applicant to complete that will serve as the basis of the Grant budget in the System, if approved by THDA. Budget form will be completed under both the competitive and non-competitive grant award processes and will allow for the subsequent submission of budget amendment requests for review and consideration by THDA.		.70	
	<b>C.64</b>	Initial Application Process / Portal - GRANTEE APPLICANTS ONLY	The System should include functionality for Grantee to enter counties within Grantee service area.		.30	
	<b>C.65</b>	Initial Application Process / Portal - GRANTEE APPLICANTS ONLY	The System should allow a Grantee applicant to log back into the portal and review the status of their application based on defined stages determined by Sub-Program.		.30	
	<b>C.66</b>	Initial Application Process/Portal - CLIENT HH APPLICANT PORTAL ONLY	The System should allow for an identified administrator of the Grantee to create user accounts and assign user roles for Grantee staff within the System with set permissions established by System.		.70	
	<b>C.67</b>	Initial Application Process/Portal - CLIENT HH APPLICANT PORTAL ONLY	The System should provide a customizable application portal established by the Grantee for Client Household applicants to apply for assistance and for Grantee to evaluate that application for assistance.		.70	



## RFP ATTACHMENT 6.2. — SECTION C (continued)

RESPONDENT LEGAL ENTITY NAME:						
Response Page # (Respondent completes)	Item Ref.	Category	Section C— Technical Qualifications, Experience & Approach Items	Item Score (0 – 5) THDA USE ONLY	Evaluation Factor	Raw Weighted Score (Item Score x Evaluation Factor)
	<b>C.68</b>	Initial Application Process/Portal - CLIENT HH APPLICANT PORTAL ONLY	The System should provide a customizable application portal that allows the Grantee to enter and upload Client Household applications received in hard copy and evaluate the entered application.		.70	
	<b>C.69</b>	Initial Application Process/Portal - CLIENT HH APPLICANT PORTAL ONLY	The System should allow the Grantee's Client Household application to be printed to allow for a Client Household to submit a written application in hard copy.		.70	
	<b>C.70</b>	Initial Application Process/Portal - CLIENT HH APPLICANT PORTAL ONLY	The System should allow the Client Household applicant to check the status of the Grantee's review of their application, the Grantee's determination of the application, and, if approved, to monitor the status of the payment issuance to the Client Household.		.70	
	<b>C.71</b>	Initial Application Process/Portal - CLIENT HH APPLICANT PORTAL ONLY	The System should capture Client Household information for all household members, including but not limited to Name, Social Security Number, Gender, Relationship to the Head of Household, Race, Ethnicity, Citizenship Status, Employment status if over 18, and Disability status.		.70	
	<b>C.72</b>	Initial Application Process/Portal - CLIENT HH APPLICANT PORTAL ONLY	The System should provide the functionality for a Client Household to import/pre-populate fields from the most recent prior application when applying for funds in a new Sub-Program year.		.30	
	<b>C.73</b>	Initial Application Process/Portal - CLIENT HH APPLICANT PORTAL ONLY	The System should flag a new Client Household user profile / entry if selected information from the Client Household application duplicates information already in the System, prompting Grantee review or merging of the two profiles before the application may be submitted.		.30	

## RFP ATTACHMENT 6.2. — SECTION C (continued)

RESPONDENT LEGAL ENTITY NAME:						
Response Page # (Respondent completes)	Item Ref.	Category	Section C— Technical Qualifications, Experience & Approach Items	Item Score (0 – 5) THDA USE ONLY	Evaluation Factor	Raw Weighted Score (Item Score x Evaluation Factor)
	<b>C.74</b>	Eligibility, Scoring, Ranking, and Award - GENERAL	The System should allow for THDA or Grantee, respectively, to implement a rule structure to allow the System to determine base threshold eligibility of an application as part of both the Grantee Application and Client Household Application processes. THDA and Grantees should have the ability to override the determination based on user role.		.70	
	<b>C.75</b>	Eligibility, Scoring, Ranking, and Award - GENERAL	The System should allow THDA and Grantee staff to review application questions for scoring using various data collection methods (not limited to Drop down, Yes/No, Pass/Fail, free point entry or percentage) which will equate to points depending on the answer entered.		.30	
	<b>C.76</b>	Eligibility, Scoring, Ranking, and Award - GENERAL	The System should force evaluator staff to make notes within the internal application review module when the maximum score for a question is not selected.		.70	
	<b>C.77</b>	Eligibility, Scoring, Ranking, and Award - GENERAL	The System should allow THDA or the Grantee to have the option to require internal staff to make notes within the internal application review module when the maximum score for a question is not selected.		.70	
	<b>C.78</b>	Eligibility, Scoring, Ranking, and Award - THDA REVIEW OF GRANTEE APPLICATIONS ONLY	The System should have functionality for THDA staff to be assigned to review specific applications submitted within assigned Sub-Program that may be updated and changed with each funding round.		.30	

## RFP ATTACHMENT 6.2. — SECTION C (continued)

RESPONDENT LEGAL ENTITY NAME:						
Response Page # (Respondent completes)	Item Ref.	Category	Section C— Technical Qualifications, Experience & Approach Items	Item Score (0 – 5) THDA USE ONLY	Evaluation Factor	Raw Weighted Score (Item Score x Evaluation Factor)
	<b>C.79</b>	Eligibility, Scoring, Ranking, and Award - THDA REVIEW OF GRANTEE APPLICATIONS ONLY	The System should allow for multiple THDA application reviewers. The total number of reviewers and the number of reviewers per application may differ by Sub-Program.		.30	
	<b>C.80</b>	Eligibility, Scoring, Ranking, and Award - THDA REVIEW OF GRANTEE APPLICATIONS ONLY	The System should use a threshold and scoring methodology to determine eligible applicants.		.70	
	<b>C.81</b>	Eligibility, Scoring, Ranking, and Award - THDA REVIEW OF GRANTEE APPLICATIONS ONLY	The System should provide the option to remove applications from both scoring and ranking based on THDA's determination of not meeting threshold criteria. Reason(s) for removal of application from consideration must be documented in comment field.		.70	
	<b>C.82</b>	Eligibility, Scoring, Ranking, and Award - THDA REVIEW OF GRANTEE APPLICATIONS ONLY	The System should allow THDA to have the option to require internal staff reviewers to make notes within the application review module when the maximum score for a question is not selected.		.30	

## RFP ATTACHMENT 6.2. — SECTION C (continued)

RESPONDENT LEGAL ENTITY NAME:						
Response Page # (Respondent completes)	Item Ref.	Category	Section C— Technical Qualifications, Experience & Approach Items	Item Score (0 – 5) THDA USE ONLY	Evaluation Factor	Raw Weighted Score (Item Score x Evaluation Factor)
	<b>C.83</b>	Eligibility, Scoring, Ranking, and Award - THDA REVIEW OF GRANTEE APPLICATIONS ONLY	The System should have the ability to automatically determine application scores based on defined County assigned designations as defined by THDA, which may include but not be limited to urban vs rural, economic vitality, or continuum of care designation. Scoring logic should assign a score based on rules established by THDA.		.30	
	<b>C.84</b>	Eligibility, Scoring, Ranking, and Award - THDA REVIEW OF GRANTEE APPLICATIONS ONLY	For selected Sub-programs, THDA may allow for a Grantee to apply for funding for one or multiple activities through a single application. THDA will assign each activity proposal a sub-score and then create a single Activity Score that is an average of each of the activity sub-scores assigned. Not all Grantee applicants will apply for all activities so only the submitted activities would be averaged. The final Activity Score should be included in the scoring matrix as one component of the Total Application Score. The System should demonstrate the functionality for this scoring methodology.		.70	
	<b>C.85</b>	Eligibility, Scoring, Ranking, and Award - THDA REVIEW OF GRANTEE APPLICATIONS ONLY	The System should record and maintain the score of each THDA reviewer for each question. The System will then calculate an average final score of all THDA reviewers to determine a Final Averaged Application Score.		.30	
	<b>C.86</b>	Eligibility, Scoring, Ranking, and Award - THDA REVIEW OF GRANTEE APPLICATIONS ONLY	The System should rank applicants based on the Final Averaged Application Score.		.70	

## RFP ATTACHMENT 6.2. — SECTION C (continued)

RESPONDENT LEGAL ENTITY NAME:						
Response Page # (Respondent completes)	Item Ref.	Category	Section C— Technical Qualifications, Experience & Approach Items	Item Score (0 – 5) THDA USE ONLY	Evaluation Factor	Raw Weighted Score (Item Score x Evaluation Factor)
	<b>C.87</b>	Eligibility, Scoring, Ranking, and Award - THDA REVIEW OF GRANTEE APPLICATIONS ONLY	The System should produce a funding matrix displaying scoring fields as selected by THDA, which may vary by Sub-Program. The scoring matrix produced must be editable to correct formatting issues, mis-spellings, etc....		.70	
	<b>C.88</b>	Eligibility, Scoring, Ranking, and Award - THDA REVIEW OF GRANTEE APPLICATIONS ONLY	The System should be able to prioritize applications with the same total score based on configurable and established rules that may vary from application cycle to application cycle. The prioritization should be demonstratable on the final ranking matrix produced through the System.		.30	
	<b>C.89</b>	Eligibility, Scoring, Ranking, and Award - THDA REVIEW OF GRANTEE APPLICATIONS ONLY	The System should allow for designated THDA staff to override a System generated award amount on a scoring matrix and substitute with a revised award amount.		.70	
	<b>C.90</b>	Eligibility, Scoring, Ranking, and Award - THDA REVIEW OF GRANTEE APPLICATIONS ONLY	The System should allow for the production of a report of the scores associated with each application and any notes entered by THDA staff with the THDA staff person identified by note entered.		.30	

## RFP ATTACHMENT 6.2. — SECTION C (continued)

RESPONDENT LEGAL ENTITY NAME:						
Response Page # (Respondent completes)	Item Ref.	Category	Section C— Technical Qualifications, Experience & Approach Items	Item Score (0 – 5) THDA USE ONLY	Evaluation Factor	Raw Weighted Score (Item Score x Evaluation Factor)
	<b>C.91</b>	Eligibility, Scoring, Ranking, and Award - THDA REVIEW OF GRANTEE APPLICATIONS ONLY	The System should allow for additional awards to be made after the initial award has been finalized only if additional funds are added to the Sub-program.		.30	
	<b>C.92</b>	Eligibility, Scoring, Ranking, and Award - GRANTEE REVIEW OF CLIENT HH APPLICATIONS ONLY	The System should include functionality to identify if a household member has been served during a date range by the Grantee or other Grantees.		.30	
	<b>C.93</b>	Eligibility, Scoring, Ranking, and Award - GRANTEE REVIEW OF CLIENT HH APPLICATIONS ONLY	The System should have functionality for the Grantee to remove Household member(s) from the household if the individual(s) has/have already received an award from another Grantee and the individual(s) is/are no longer is part of the Household seeking assistance.		.30	
	<b>C.94</b>	Eligibility, Scoring, Ranking, and Award - GRANTEE REVIEW OF CLIENT HH APPLICATIONS ONLY	The System should allow Grantees to prioritize Household applications minimally by activity, score, and time / date of application submission or other factors as defined by the Grantee.		.70	

## RFP ATTACHMENT 6.2. — SECTION C (continued)

RESPONDENT LEGAL ENTITY NAME:						
Response Page # (Respondent completes)	Item Ref.	Category	Section C— Technical Qualifications, Experience & Approach Items	Item Score (0 – 5) THDA USE ONLY	Evaluation Factor	Raw Weighted Score (Item Score x Evaluation Factor)
	<b>C.95</b>	Grant Award Set-Up and Management	The System should provide functionality for a THDA Sub-Program Manager to assign staff to serve as primary and secondary coordinators for specific grant awards.		.70	
	<b>C.96</b>	Grant Award Set-Up and Management	The System should provide functionality for THDA to identify and configure data and documents requirements for Grant Start-Up by Sub-Program and subsequently provide THDA the capacity to review and approve/reject for grant start-up, including but not limited to signed Grant Agreement, policies and procedures, Board resolution approving Policies and Procedures, W-9 form, Grantee Remit information, and Authorized Signatory for Payment Requests. This functionality should be configured document by document or section by section and may include multiple levels of THDA approval if needed.		.70	
	<b>C.97</b>	Grant Award Set-Up and Management	The System should allow for THDA staff to record a THDA grant number, Grant term (from date to date), and Delegated Grant Authority (DGA) number in the Grant Award record.		.70	
	<b>C.98</b>	Grant Award Set-Up and Management	Under each Grant, THDA should have the ability to establish multiple activities, with notation for entry of a federally-assigned activity number (i.e. IDIS #), within a Grant Budget. Requirement for entry of Federally assigned activity number shall be defined at the Program or Sub-Program level.		.70	
	<b>C.99</b>	Grant Award Set-Up and Management	The System should present a funding screen to display all the Grantees of a Sub-Program by Year and with the Total Grant Reserved amount, Total Grant Committed Amount, and Total Expended amount with balance of funds for each column for each Grantee and a total for all Grantees that can be printed to excel and pdf.		.10	
	<b>C.100</b>	Grant Award Set-Up and Management	The System should warn and prohibit Grantees from exceeding the total grant award amount and total Sub-Fund amounts when establishing activities under a grant.		.30	
	<b>C.101</b>	Grant Award Set-Up and Management	The System should provide an automatically generated warning to THDA and Grantee users when grant term is 180 and 90 days and 30 days from Grant Term End Date.		.10	

## RFP ATTACHMENT 6.2. — SECTION C (continued)

RESPONDENT LEGAL ENTITY NAME:						
Response Page # (Respondent completes)	Item Ref.	Category	Section C— Technical Qualifications, Experience & Approach Items	Item Score (0 – 5) THDA USE ONLY	Evaluation Factor	Raw Weighted Score (Item Score x Evaluation Factor)
	<b>C.102</b>	Grant Award Set-Up and Management	The System should provide tracking mechanisms for each Sub Program and Sub-Fund to evaluate Grantee compliance with certain expenditure requirements by dates through grant period.		.10	
	<b>C.103</b>	Grant Award Set-Up and Management	The System should allow for Grantee budget to serve as the basis for initial Grant budget. Grantees should have flexibility to modify a budget by Sub-Fund and Activity and submit to THDA for review and a determination (approval/rejection) by THDA. If approved by THDA, the new Budget will be implemented based on an effective date aligned with THDA's approval of the new budget.		.70	
	<b>C.104</b>	Grant Management - Grantee Only	The System should include functionality for the Grantee Administrator to assign access and permission levels by grant award which dictate functions and screens to which the Grantee user would have access. This Grantee assigned "super user" will have authority to manage Grantee user accounts. Users accounts will include an effective date and end date. The Grantee Administrator may be the same person as established within the Application portal or may be newly assigned for those grants that are not competitively awarded.		.70	
	<b>C.105</b>	Grant Management - Grantee Only	The System should allow Grantees that work with Client/Household Applicants in multiple counties to budget and manage funds by activity by county.		.70	
	<b>C.106</b>	Federal Requirements - General	The System should provide functionality for the Grantee to upload documents and required information for each federal requirement covered. Upon submission of the required information, the System should notify the appropriate THDA staff member. Upon THDA's review, the System should record the approval by THDA staff member and date with notes. The System should record a rejection by THDA staff member and date with a note field required for entry to record the reasons for rejection as well as space for THDA to upload documents. Once determination issued, the System should have functionality to notify Grantee.		.70	
	<b>C.107</b>	Federal Requirements - Match	The System should allow for Grantees to submit documentation and track match contributions by budget line items. Match documentation should be able to be submitted with or without submission of a Payment Request.		.30	



## RFP ATTACHMENT 6.2. — SECTION C (continued)

RESPONDENT LEGAL ENTITY NAME:						
Response Page # (Respondent completes)	Item Ref.	Category	Section C— Technical Qualifications, Experience & Approach Items	Item Score (0 – 5) THDA USE ONLY	Evaluation Factor	Raw Weighted Score (Item Score x Evaluation Factor)
	<b>C.108</b>	Federal Requirements - Procurement	The System should include functionality that allows for procurement tracking at the Sub-Program, Grant Award, and Activity levels, with distinct fields, multiple document types, and checklists with capacity for THDA staff to review and make approval determination and send back to Grantee if corrections needed.		.30	
	<b>C.109</b>	Federal Requirements - Procurement	The System should provide functionality to record and maintain long-term tracking record of procurements by Grantee over threshold value, that may be extend outside the grant period.		.30	
	<b>C.110</b>	Federal Requirements - Procurement	The System should provide the capability to record procurement bids within each Activity.		.10	
	<b>C.111</b>	Federal Requirements - Davis-Bacon	The System should provide functionality for THDA to upload documents and track compliance with Davis-Bacon Requirements for applicable Sub-programs.		.30	
	<b>C.112</b>	Federal Requirements - Historic Preservation	The System should provide functionality to track requirements specific to Federal compliance with historic preservation if required by Sub-Program, including original construction date, location within an historic district, with associated requirements.		.30	
	<b>C.113</b>	Federal Requirements - Environmental Review (ER)	If required for the Sub-Program, the System should include functionality for the Grantee to upload environmental review documents, if applicable, associated with each Grant Award and each Activity. The System should contain the ability for allow THDA staff to enter distinct fields, dates, multiple document types and checklists and implement a multi-layered approval process displaying and retaining the dates of the staff determinations. The System should provide flexibility to add additional activities after initial environmental review approval that may require a separate environmental review determination process.		.10	
	<b>C.114</b>	Payment Request Process - General	The System functionality should allow for a workflow for a Grantee to make an electronic Payment Request to THDA Program staff that will then review and transmit to Accounting staff that will involve a multilayered review process by designated users with assigned roles at each stage of THDA review.		.30	

## RFP ATTACHMENT 6.2. — SECTION C (continued)

RESPONDENT LEGAL ENTITY NAME:						
Response Page # (Respondent completes)	Item Ref.	Category	Section C— Technical Qualifications, Experience & Approach Items	Item Score (0 – 5) THDA USE ONLY	Evaluation Factor	Raw Weighted Score (Item Score x Evaluation Factor)
	C.115	Payment Request Process - General	The System should allow for the Grantee to submit a Payment Request in accordance with the most recent approved budget categories. The Payment Request Form should be configurable by THDA at the Sub-Program level to minimally include Grantee payment request number, grantee name, grant number, the approved budget by category, the amount of funds by budget category submitted but not expended, the amount expended, the amount of this payment request.		.70	
	C.116	Payment Request Process - General	The System should issue a warning prior to submission of a Payment Request when the amount requested exceeds the difference between the amount committed and the amount expended less any payment requests submitted that have not been issued for payment.		.70	
	C.117	Payment Request Process - General	The System should prohibit entry of payment requests after a program has been closed out.		.70	
	C.118	Payment Request Process - General	The Grantee should have the ability to track the review status of submitted payment requests at defined stages through payment to the Grantee.		.30	
	C.119	Payment Request Process - General	The System should allow THDA to indicate if a Grantee is eligible to make payment requests as either (1) reimbursement only or (2) both Advanced Payment & Reimbursement Payment Requests. If Advanced Payment, a maximum amount that can be requested must be entered.		.70	
	C.120	Payment Request Process - General	The System should allow Grantees approved for an Advanced Payment Request to indicate whether the request is a Reimbursement or an Advanced Payment Request type. Grantees that are only be permitted to have a Reimbursement Payment Request type will only be able to submit documentation required for Reimbursement Payment Request type.		.30	
	C.121	Payment Request Process - General	The System should allow for the upload of attachable, required documents whether as a reimbursement or advanced payment request. Documents may be different by payment request type.		.30	

## RFP ATTACHMENT 6.2. — SECTION C (continued)

RESPONDENT LEGAL ENTITY NAME:						
Response Page # (Respondent completes)	Item Ref.	Category	Section C— Technical Qualifications, Experience & Approach Items	Item Score (0 – 5) THDA USE ONLY	Evaluation Factor	Raw Weighted Score (Item Score x Evaluation Factor)
	C.122	Payment Request Process - General	The System should allow THDA staff to prepare comments and generate emails to the Payment Request submitter throughout the payment request process (approvals, corrections, returns). Approval of a payment request should result in an automatically generated email to Grantee at approval stage as determined by THDA.		.30	
	C.123	Payment Request Process - Grantee Only	The System should allow for a Grantee to indicate that the payment request is the final payment request under the grant.		.70	
	C.124	Payment Request Process - Grantee Only	The System should allow Grantee to aggregate benefit awards to Client Households into a batch Reimbursement Payment Request or as supporting documentation for expenditure of a received Advanced Payment.		.30	
	C.125	Payment Request Process - Grantee Only	The System should allow the generation of a batch by multiple means including searching by a date range, for a particular resident or other fields in the System for that Client Household award.		.30	
	C.126	Payment Request Process - Grantee Only	The System should allow a batch to include credits and refunds that will deduct dollars from the overall submission for a Reimbursement Payment Request.		.30	
	C.127	Payment Request Process - General	The System should allow for THDA staff to send an entire Payment Request to the external requestor for corrections.		.30	
	C.128	Payment Request Process - General	The System should allow THDA staff to remove an incorrect line-item from a Reimbursement Payment Request and move forward with the approval process with the removed item deducted from the amount of Reimbursement Payment Request.		.70	
	C.129	Payment Request Process - General	The System should apply a sequential Payment Request numbering system that includes the Sub Program and Year, the Grantee, and Payment Request number in numbering system format.		.70	

## RFP ATTACHMENT 6.2. — SECTION C (continued)

RESPONDENT LEGAL ENTITY NAME:						
Response Page # (Respondent completes)	Item Ref.	Category	Section C— Technical Qualifications, Experience & Approach Items	Item Score (0 – 5) THDA USE ONLY	Evaluation Factor	Raw Weighted Score (Item Score x Evaluation Factor)
	C.130	Payment Request Process - General	The System should have functionality for each payment request for select Sub-Programs to enable THDA Assigned Users to record the funding amounts by Federal program allocation year and Federal sub-fund type that will be applied to the payment request. For instance, an ESG payment request will require the Federal year and Sub-Fund type as shown on the IDIS voucher to be recorded in the System and transmitted to THDA Accounting with the payment request.		.70	
	C.131	Payment Request Process - General	The System should allow a Grantee to configure a Payment Request numbering system for each Grant Award based on their internal operations that can be automatically generated or manually entered based as identified by the Grantee. Maximum points if invoice numbering System can be automated.		.70	
	C.132	Payment Request Process - General	The System should have a real time dashboard/work list of grant review items including payment requests, to be reviewed based on THDA staff grant assignments. The Grant Assignments can be updated so that work can be shifted by Manager as needed.		.70	
	C.133	Payment Request Process - General	The System should allow THDA users to void an invalid Payment Request and Grantee users to delete a unsubmitted Payment Request.		.70	
	C.134	Payment Requests - THDA Accounting	The System should allow via manual entry or external System integration for THDA Accounting to add the Date Paid, Check number and payment System transaction number for a paid draw to then be viewed by Assigned Users.		.30	
	C.135	Payment Requests - THDA Accounting	The System should have functionality to populate an transaction file to be submitted to an Enterprise Resource Planning System to populate purchase orders and accounts payable vouchers (or others similar transactions) as required with a variable data 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).		.30	
	C.136	Payment Requests - THDA Accounting	The System should enable users to determine how often to generate payment batches, daily or weekly, with the ability to generate a batch on an ad hoc basis. Each batch can be no more than 500 payments. Each batch would need a report detailing the transactions on that batch.		.70	

## RFP ATTACHMENT 6.2. — SECTION C (continued)

RESPONDENT LEGAL ENTITY NAME:						
Response Page # (Respondent completes)	Item Ref.	Category	Section C— Technical Qualifications, Experience & Approach Items	Item Score (0 – 5) THDA USE ONLY	Evaluation Factor	Raw Weighted Score (Item Score x Evaluation Factor)
	<b>C.137</b>	Payment Requests - THDA Accounting	If a payment fails processing in the Enterprise Resource Planning System, the System would need to be able to designate the payment to be re-processed and batched again in the future after errors are corrected.		.70	
	<b>C.138</b>	Payment Requests - THDA Accounting	The System should allow certain payments to manually be processed outside of the normal batch processing to the Enterprise Resource Planning System (ex. wire payments) and provide location to upload supporting documentation associated with the payment request.		.70	
	<b>C.139</b>	Payment Requests - THDA Accounting	The System should have the ability to identify when a record is incomplete and not generate a payment record.		.30	
	<b>C.140</b>	Payment Requests - THDA Accounting	The System must allow for user defined fields associated with the payment processing. These fields will be assigned custom values by the State of TN and should be part of the XML file created by the System.		.30	
	<b>C.141</b>	Payment Requests - THDA Accounting	The System should have functionality to flag potential duplicate payment requests based on configurable comparable fields.		.70	
	<b>C.142</b>	Payment Requests - THDA Accounting	The System should identify any individual error in a batch file and submit a "failure to submit" notice 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.		.70	
	<b>C.143</b>	Grant Closeout	The System should have Grant Closeout functionality that will allow THDA and Grantee users to provide information around the end of the grant with distinct fields, multiple types of documents and checklists to ensure all information was provided. An approval process will allow for Grantee to complete close out steps, and then record multiple THDA approvals to complete close-out.		.70	
	<b>C.144</b>	Grant Closeout	The System should have the capability for Grantee to notify THDA when Grantee has completed all grant close out steps and for THDA to notify Grantee when Grant Closeout has been approved.		.30	

## RFP ATTACHMENT 6.2. — SECTION C (continued)

RESPONDENT LEGAL ENTITY NAME:						
Response Page # (Respondent completes)	Item Ref.	Category	Section C— Technical Qualifications, Experience & Approach Items	Item Score (0 – 5) THDA USE ONLY	Evaluation Factor	Raw Weighted Score (Item Score x Evaluation Factor)
	<b>C.145</b>	Letter Generation	The System should have a configurable letter functionality for THDA to customize letters on THDA letterhead with the ability to insert System fields with both ad hoc letter generation ability and template letter generation ability to be sent to multiple Grantees. THDA should have full control of content, font, style, and with ability to spell check.		.70	
	<b>C.146</b>	Letter Generation	The System should have a configurable letter functionality for Grantees to customize letters to Households with the ability to insert System fields with both ad hoc letter generation ability and template letter generation ability to be sent to multiple Households. Grantees should have full control of content, font, style, with ability to spell check and use the Grantee's letterhead format.		.70	
	<b>C.147</b>	Letter Generation	The System should have functionality to display communication history between THDA and Grantees.		.30	
	<b>C.148</b>	Monitoring	The System should provide functionality to enable monitors/auditors to identify a percentage of activities by Sub-Program and Grantee for review.		.70	
	<b>C.149</b>	Monitoring	The System should provide a configurable grant monitoring tool for each Sub-Program that may be updated and implemented based on an effective date to guide and record each monitoring event and its results. The tool should allow THDA to auto populate by selected fields.		.70	
	<b>C.150</b>	Monitoring	The System should have the functionality to generate the results of a compliance review. Findings should be able to be categorized as defined by THDA.		.70	
	<b>C.151</b>	Monitoring	The System should have the functionality for Grantee to upload documents to be reviewed.		.70	
	<b>C.152</b>	Monitoring	The System should provide a configurable tool to track status of monitoring results and findings.		.30	
	<b>C.153</b>	Monitoring	The System should be able to identify cases that have been previously monitored.		.10	

## RFP ATTACHMENT 6.2. — SECTION C (continued)

RESPONDENT LEGAL ENTITY NAME:						
Response Page # (Respondent completes)	Item Ref.	Category	Section C— Technical Qualifications, Experience & Approach Items	Item Score (0 – 5) THDA USE ONLY	Evaluation Factor	Raw Weighted Score (Item Score x Evaluation Factor)
	<b>C.154</b>	Monitoring	The System should be able to run an analysis of the monitoring results within a date range across Sub-Program Grantees.		.10	
	<b>C.155</b>	Reporting	The System should provide a way to generate reports that include but are not limited to any entry field in the System.		.70	
	<b>C.156</b>	Reporting	The System should have functionality to make unduplicated counts of households assisted for each Sub-Program.		.70	
	<b>C.157</b>	Reporting	The System should provide an easy-to-use simple report builder that does not require the user to have knowledge of SQL.		.70	
	<b>C.158</b>	Reporting	The System should have a way for advanced users of SQL to create complex reports.		.70	
	<b>C.159</b>	Reporting	The System should provide the ability for users to run template reports established within the System based on simple parameters, such as, Program, Sub-Program, date range, and Grantee.		.70	
	<b>C.160</b>	Reporting	The System should have the ability to export the data in a report to Excel, Text, .pdf or other formats.		.70	
	<b>C.161</b>	General Requirements for Grantee Level	The System should have functionality for the Grantee to store information about contractors, vendors, and other partners tied to a Sub-Program Grant implementation and the entities' role within the Grant as determined by a drop-down list categorized by the Grantee. The System should provide functionality to copy or link a prior contact list for set-up of a future grant implementation.		.30	
	<b>C.162</b>	General Requirements for Grantee Level	The System should allow a Grantee to enter a credit or refund received by Utility vendor on behalf of Client Household for LIHEAP Utility Assistance Sub-Program that can be recorded and added to Sub-Fund available to Grantee for expenditure.		.30	
	<b>C.163</b>	General Requirements for Grantee Level	The System should have the functionality to automatically assign Household applications for review to Grantee users based on requirements established by the Grantee. Process must have the ability to be overridden by management.		.30	

RFP ATTACHMENT 6.2. — SECTION C (continued)

RESPONDENT LEGAL ENTITY NAME:						
Response Page # (Respondent completes)	Item Ref.	Category	Section C— Technical Qualifications, Experience & Approach Items	Item Score (0 – 5) THDA USE ONLY	Evaluation Factor	Raw Weighted Score (Item Score x Evaluation Factor)
	<b>C.164</b>	General Requirements for Grantee Level	The System should have the functionality for Grantees to provide General Announcements to Household/Clients of Grantees within selected Grant awards that will be available upon Household Client log-in.		.10	
	<b>C.165</b>	General Requirements for Grantee Level	The System should have the functionality for Grantees to log calls received from and track Grantee's response made to Households seeking program assistance. The call log should include, but not be limited to, caller name, contact information, Grantee staff person who received the call, time and date called, and drop-down values for call type defined by Grantee, along with a note field to track call content.		.30	
	<b>C.166</b>	General Requirements for Grantee Level	The System shall have the capability to create and send surveys to clients and then attach the response to the Client Household record.		.10	
	<b>C.167</b>	General Requirements for Grantee Level	The System should have the ability for the Grantees to send mass customer texts and email communications to Client Households. Any communication sent cannot come from THDA.org but must be tied to the Grantee.		.10	
	<b>C.168</b>	General Requirements for Grantee Level	The System shall allow for electronic signatures by Client Household.		.30	
<p><i>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.</i></p>						<p><b>Total Raw Weighted Score:</b> <i>(sum of Raw Weighted Scores above)</i></p>
<p><b>Divide the Total Raw Weighted Score by</b></p>			<p><b>Multiply by X 60</b> <i>(60 is the maximum possible score)</i></p>		<p><b>= SCORE:</b></p>	
<p><b>The Maximum Possible Raw Weighted Score (which is 440)</b></p>						
<p><i>State Use – Evaluator Identification:</i></p>						



**RFP ATTACHMENT 6.2. — SECTION C (continued)**

RESPONDENT LEGAL ENTITY NAME:						
Response Page # (Respondent completes)	Item Ref.	Category	Section C— Technical Qualifications, Experience & Approach Items	Item Score (0 – 5) THDA USE ONLY	Evaluation Factor	Raw Weighted Score (Item Score x Evaluation Factor)
<i>State Use – Solicitation Coordinator Signature, Printed Name &amp; Date:</i>						

**RFP ATTACHMENT 6.3.**

**COST PROPOSAL & SCORING GUIDE**

**NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED**

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

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

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

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

<b>RESPONDENT SIGNATURE:</b>								
<b>PRINTED NAME &amp; TITLE:</b>								
<b>DATE:</b>								
<b>RESPONDENT LEGAL ENTITY NAME:</b>								
	<b>Proposed Cost</b>					<b>State Use Only</b>		
<b>Cost Item Description</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Sum of Cost</b>	<b>Evaluation Factor</b>	<b>Evaluation Cost (cost x factor)</b>
Implementation	\$ / Year						1	
Data Conversion	\$ / Data Cut						2	
Annual Licensing (Monthly Rate x 12)	\$ / Year	\$ / Year	\$ / Year	\$ / Year	\$ / Year		1	

**RFP ATTACHMENT 6.3. (continued)**

Training - THDA	\$ / Year	\$ / Year	\$ / Year	\$ / Year	\$ / Year		1	
Training – 19 LIHEAP Sub-Grantees	\$ / Year	\$ / Year	\$ / Year	\$ / Year	\$ / Year		1	
Annual Maintenance and Support	\$ / Year	\$ / Year	\$ / Year	\$ / Year	\$ / Year		1	
<b>EVALUATION COST AMOUNT</b> (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.								
<b>lowest evaluation cost amount from <u>all</u> proposals</b>						<b>x 10 (maximum section score)</b>		<b>= SCORE:</b> (maximum possible score is 10)
<b>evaluation cost amount being evaluated</b>								
<i>State Use – Solicitation Coordinator Signature, Printed Name &amp; Date:</i>								

## REFERENCE QUESTIONNAIRE

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

The Respondent will be solely responsible for obtaining completed reference questionnaires as detailed below.. Provide references from individuals who are not current State employees of the procuring State Agency for projects similar to the goods or services sought under this RFP and which represent:

- two (2) contracts Respondent currently services that are similar in size and scope to the services required by this RFP; and
- three (3) completed contracts that are similar in size and scope to the services required by this RFP.

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 individual contact reference provided for each contract or project shall not be a current State employee of the procuring State agency. Procuring State agencies that accept references from another State agency shall document, in writing, a plan to ensure that no contact is made between the procuring State agency and a referring State agency. The standard reference questionnaire, should be used and completed, and is provided on the next page of this RFP Attachment 6.4.

In order to obtain and submit the completed reference questionnaires following one of the two processes below.

Written:

- (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:
  - (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.

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) E-mail a reference questionnaire to each reference.
- (c) Instruct the reference to:
  - (i) complete the reference questionnaire;
  - (ii) sign and date the completed reference questionnaire;
  - (iii) E-mail the reference directly to the Solicitation Coordinator by the RFP Technical Response Deadline with the Subject line of the e-mail as "[Respondent's Name] Reference for RFP # 31620-00799".

NOTES:

- The State will not accept late references or references submitted by any means other than the two which are described above, and each reference questionnaire submitted must be completed as required.
- The State will not review more than the number of required references indicated above.

- While the State will base its reference check on the contents of the reference e-mails or sealed reference envelopes included in the Technical Response package, the State reserves the right to confirm and clarify information detailed in the completed reference questionnaires, and may consider clarification responses in the evaluation of references.
- The State is under no obligation to clarify any reference information.

**RFP # 31620-00799 REFERENCE QUESTIONNAIRE****REFERENCE SUBJECT:** RESPONDENT NAME (completed by Respondent before reference is requested)

The "reference subject" specified above, intends to submit a response to the State of Tennessee 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 and follow either process outlined below;

**Physical:**

- 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.

**E-Mail:**

- e-mail the completed questionnaire to:  
Emily Kelley at [ekelley@thda.org](mailto:ekelley@thda.org)

(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.**

<b>NAME:</b>	
<b>TITLE:</b>	
<b>TELEPHONE #</b>	
<b>E-MAIL ADDRESS:</b>	

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

- (4) **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.**
  
- (5) **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.**
  
- (6) **How satisfied are you with the reference subject’s ability to perform based on your expectations and according to the contractual arrangements?**

**REFERENCE SIGNATURE:**

(by the individual completing this request for reference information)

---

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

**DATE:**

**RFP ATTACHMENT 6.5.**

**SCORE SUMMARY MATRIX**

	<i>RESPONDENT NAME</i>	<i>RESPONDENT NAME</i>	<i>RESPONDENT NAME</i>
<b>GENERAL QUALIFICATIONS &amp; EXPERIENCE</b> (maximum: <b>30 points</b> )			
<i>EVALUATOR NAME</i>			
<i>EVALUATOR NAME</i>			
<i>REPEAT AS NECESSARY</i>			
	<b>AVERAGE:</b>	<b>AVERAGE:</b>	<b>AVERAGE:</b>
<b>TECHNICAL QUALIFICATIONS, EXPERIENCE &amp; APPROACH</b> (maximum: <b>60 points</b> )			
<i>EVALUATOR NAME</i>			
<i>EVALUATOR NAME</i>			
<i>REPEAT AS NECESSARY</i>			
	<b>AVERAGE:</b>	<b>AVERAGE:</b>	<b>AVERAGE:</b>
<b>COST PROPOSAL</b> (maximum: <b>10 points</b> )	<b>SCORE:</b>	<b>SCORE:</b>	<b>SCORE:</b>
<b>TOTAL RESPONSE EVALUATION SCORE:</b> (maximum: <b>100 points</b> )			
<i>Solicitation Coordinator Signature, Printed Name &amp; Date:</i>			



**RFP # 31620-00799 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 (“THDA” or “State”), and **Contractor Legal Entity Name** (“Contractor”), is for the provision of a financial and grant-management software system (“System”) to manage the funds of the Emergency Solutions Grants Program, the Weatherization Assistance Program, and the Low Income Home Energy Assistance Program and any other federal, state, or THDA-funded resources by Sub-Program and multiple Sub-Funding types, across multiple Grantees, for multiple activity types. The Contractor shall also provide setup and installation services, on-going maintenance, support services, in accordance with current and future changes to federal or state program requirements, and training services to THDA and Grantees, all 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. Definitions. For purposes of this Contract, definitions shall be as follows and as set forth in the Contract:

- a. Emergency Solutions Grants Program (“ESG”). ESG provides grants to local governments and nonprofit organizations to assist households who are homeless or at-risk of homelessness through direct services to such households. THDA awards such grants in two manners. First, THDA offers an annual set-aside of funds to select local governments that in turn may administer the funds directly to eligible households or may award funds to local nonprofits in their community to provide direct assistance to eligible households (“Set-Aside”). Second, THDA holds an annual competitive funding round for nonprofits, local public housing authorities, and other local governments (“Competitive Round”). THDA scores the applications submitted under the Competitive Round, ranks them, and awards funds based on selection criteria defined within the applicable program description.
  - i. Set-Aside. For grantees awarded ESG funds through the Set Aside, THDA will issue a grant contract that will separate the award into funds approved to cover (1) Eligible Activities and (2) Administration of the Program.
  - ii. Competitive Round. For grantees awarded ESG funds through the Competitive Round, THDA will issue a grant contract that may separate the award into funds to cover (1) Eligible Activities and (2) Administration of the Program.
- b. Weatherization Assistance Program (“WAP”). WAP non-competitively awards grants to local community action agencies, human service agencies, or local governments to provide weatherization assistance funding to eligible local households across a specific geographic region of one or more counties. Grantees will accept applications directly from households, make funding determinations, manage a waitlist of households, and either directly provide, or contract with a provider or contractor to provide, weatherization services to the household. Applications will be accepted through the System selected under this RFP. For Grantees awarded WAP funds, THDA will issue a grant contract that will separate the award into funds to cover (1) Eligible Activities and (2) Administration of the Program.

THDA also issues a contract to provide training and technical assistance services for THDA and to Grantees. Funds must be tracked against the Program budget annually.

- c. Low Income Home Energy Assistance Program (“LIHEAP”). LIHEAP funds are used to implement two distinct and separate sub-programs, Utility Assistance and LIHEAP Weatherization (“LIHEAP Wx”), collectively, the “Sub-Program(s)”:
  - i. Utility Assistance. Annually, THDA awards non-competitive grants to local community action agencies, human service agencies, or local governments to provide LIHEAP assistance directly to eligible local households across a specific geographic region of one or more counties.
    - 1. Utility Assistance may be in the form of either Regular Assistance or Crisis Assistance, which may have different benefit levels and timing for assistance provision. Grantees will accept applications directly from households, make eligibility and funding determinations, manage a waitlist of households, and provide direct utility assistance to a utility provider on behalf of the household. Applications will be accepted by the Grantee using the System selected under this RFP and Grantees will use the System to manage all grant activities.
    - 2. For Grantees awarded LIHEAP funds for Utility Assistance, THDA will issue a grant contract that will separate the award into funds to cover (1) Direct Assistance Activity and (2) Administration of the Program.
  - ii. LIHEAP Wx. Annually, THDA awards non-competitive grants to local community action agencies, human service agencies, or local governments implementing WAP to directly expand the scope of Eligible Activities under LIHEAP to include weatherization. THDA must track all funding and household beneficiary activity in conjunction with LIHEAP assistance, but the funding will be administered jointly with WAP at the Household level using a single project budget and a single Household application selection process. THDA issues a separate grant contract for LIHEAP Wx, which will separate the award into funds to cover (1) Weatherization Activities and (2) Administration of LIHEAP Wx.
- d. Program(s) – In the plural, means the overarching total resource allocation received from the federal government, specifically for ESG, WAP, and LIHEAP, and any future federal, State or THDA funded programs as determined by THDA. In the singular, means either ESG, WAP, LIHEAP, or any future Federal, State, or THDA funded program as determined by THDA.
- e. Sub-Fund – Means the allocation of Program resources for specific purposes that may have federal or THDA maximum or minimum allocations permitted annually for the Program. Every Program Fund has at least two Sub-Funds, Eligible Activities and Administration, but there may be more.
- f. Sub-Program – The separation of a Program into smaller sub-programs. Each Sub-Program will pull funds from one or multiple Sub-Funds. For this RFP, Sub-Programs include:
  - i. ESG Program
    - 1. Set-Aside
    - 2. Competitive Round
  - ii. WAP
    - 1. Weatherization Assistance
    - 2. Training and Technical Assistance by External Provider
  - iii. LIHEAP
    - 1. Utility Assistance
    - 2. LIHEAP Weatherization (LIHEAP Wx)

- g. Eligible Activity – Means the activities approved under a Program for Grantees to provide a particular type of assistance to Eligible Households. By Program, these activities include, but may not be limited to:
- i. ESG – Eligible Activities are the same under the Set-Aside and the Competitive Round.
    - 1. Street Outreach
    - 2. Shelter Operation
    - 3. Rapid Re-Housing
    - 4. Homelessness Prevention
    - 5. Data Collection
    - 6. Administration
  - ii. WAP
    - 1. Weatherization Assistance
    - 2. Administration
    - 3. Training and Technical Assistance by External Provider
  - iii. LIHEAP
    - 1. Utility Assistance
      - Crisis Assistance to Specific Households
      - Direct Assistance to Specific Households
      - Direct Program Support
      - Outreach
      - Energy Conservation Education
      - Administration
    - 2. LIHEAP Wx Activities
      - Program Operations
      - Program Support
      - Administration
- h. Grantee(s) – Means the organization(s) to which THDA will award an allocation of funds to implement a Program and any of its applicable Sub-Programs.
- i. Household – Means a household applying for or receiving assistance under a Program.
- j. Applicant – Means any external entity applying for a grant award.
- k. Assigned Users – Means users with assigned permissions within the System to access specific functions.

A.3. Service Deliverables:

- a. The Contractor shall provide a financial and grant-management software system (the “System”) to manage the funds for ESG, WAP, LIHEAP and any other federal, state, or THDA-funded program by Sub-Program and multiple Sub-Funding types, across multiple Grantees, and for multiple activity types in accordance with the following requirements.
  - i. The System must meet or exceed all representations made in the Contractor’s response to THDA under the Request for Proposals Community Services Software System RFP # 31620-00779.
  - ii. The System must include functionality for THDA and its Grantees to designate user roles within the System that will determine access to Programs, Sub-Programs, Grants, and Administrative-level functions. The System must have functionality for THDA to receive, evaluate, and make funding determinations of applications received electronically from Grantee applicants through customizable application portals.

- iii. The System must provide a customizable application portal for Grantees to receive, evaluate, and make funding determinations of on-line applications with document attachments from Household applicants and must provide the functionality for Grantees to enter and upload Client Household applications received in hard copy, evaluate the entered application, and make a funding determination.
- iv. The System must include functionality for THDA and the Grantee to prepare reports and export data from all system data fields accessible to THDA or the Grantee, respectively.
- v. The System must have robust fund management capabilities to allocate and track all Program funding by Program, Sub-Program, Sub-Fund, Grant, and Activity based on reservations, commitments, and expenditures made and must allow THDA and Grantees to record, track, and reallocate program repayments to specific Programs, Sub-Programs, Sub-Funds, Grants, and Activities.
- vi. The System must have the functionality to create and track workflows for each Sub-Program that may include varying processes, documents, requirements, and options to trigger notifications to, from, and within THDA and to, from, and within a Grantee.
- vii. The System must have functionality for THDA and Grantees to establish data fields as defined by THDA for Sub-Programs or for THDA and a Grantee by Grant.
- viii. The System must provide functionality to ensure collection of unduplicated Household data in accordance with Program requirements, as determined by THDA and Grantees.
- ix. The System must provide functionality for THDA to establish payment request workflows based on Program and Sub-Program requirements between Grantees, THDA Program staff, and THDA Accounting staff.
- x. The System must include functionality to transmit payment data to Tennessee's State Payment system via an XML file transfer.
- xi. For cloud-based software, the Contractor shall maintain a valid and current SOC 2 Type 2 certification for the software itself, not just the hosting platform such as Azure or AWS.
- xii. The Contractor shall ensure that the back-office system is implemented as a fully web-based or Software as a Service ("SAAS") solution and allows for the use of Single Sign On ("SSO") with Security Assertion Markup Language ("SAML") or seamless user login. The Contractor shall ensure that no portion of the software must be executed client-side or via any kind of Remote Desktop Protocol ("RDP") implementation and that the software solution works with a web proxy for filtering Internet traffic client-side.
- xiii. The Contractor shall ensure that any customer-facing portal or site must offer Multifactor Authentication ("MFA") capabilities, such that external users are required to validate credentials in addition to a simple username and password.
- xiv. The Contractor shall ensure that the System has built-in customizable reporting using Power BI or similar and that, upon request, THDA can request a full data set on a pre-determined schedule.
- xv. The Contractor shall ensure that the System supports user access from multiple platforms including laptops, tablets, and mobile devices.
- xvi. The Contractor shall ensure that the System provides the ability to mask Personally Identifiable Information ("PII"), like externally submitted Social Security Numbers

("SSN") by only showing the last four digits of the SSN to any user that does not have the security permission to view the entire number.

- xvii. The Contractor shall ensure that the System stores all data state-side and that no data is hosted or replicated internationally.
  - xviii. The Contractor shall ensure that the System generates all email communication independently and does not depend on the ability to "send on the behalf of" thda.org. Contractor agrees that THDA will not whitelist anyone to send emails on their behalf.
- b. The Contractor shall provide the following services in association with the implementation of the software solution:
- i. Setup and installation services for such System to THDA
  - ii. On-going maintenance and support services in accordance with current and future changes to federal or state program requirements.
  - iii. Training services to THDA and LIHEAP Grantees on software features, tools, workflows, and general operation in the form and content as identified in the Contractor's response to the RFP or as requested and cooperatively agreed to with THDA.
    - a. Training services must be provided both in-person or remotely to THDA, as requested by THDA, as part of the initial set up and installation of the System.
    - b. Training services will be provided to LIHEAP Grantees at a time, location, and format as agreed to with THDA during the initial implementation of the System.

A.4. Warranty. 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.5. Inspection and Acceptance. 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 **sixty (60) 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:

<b>Goods or Services Description</b>	<b>Amount</b> (per compensable increment)
Implementation	\$ <b>Number</b> per <b>Hour /Day /etc.</b>
Data Conversion	\$ <b>Number</b> per <b>Hour /Day /etc.</b>
Annual Licensing (Monthly Rate x 12)	\$ <b>Number</b> per <b>Hour /Day /etc.</b>
Training - THDA	\$ <b>Number</b> per <b>Hour /Day /etc.</b>
Training – 19 LIHEAP Sub-Grantees	\$ <b>Number</b> per <b>Hour /Day /etc.</b>
Annual Maintenance and Support	\$ <b>Number</b> per <b>Hour /Day /etc.</b>

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:

Tennessee Housing Development Agency  
Andrew Jackson Building  
502 Deaderick Street, Third Floor  
Nashville, TN 37243  
Attn: LeAnn Blankman

- 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: THDA Community Services;
    - (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. Required Approvals. 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. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. 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:

Emily Kelley  
Professional Contracts Coordinator III  
Tennessee Housing Development Agency  
502 Deaderick Street, 3rd Floor,  
Nashville, TN 37243  
ekelley@thda.org  
615-815-2063

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. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials.
- D.4. Subject to Funds Availability. 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. Termination for Convenience. 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. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor 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. Assignment and Subcontracting. 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. Conflicts of Interest. 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. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of 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. Prohibition of Illegal Immigrants. 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 by submitting to the State a completed Attestation (accessible through the Edison Supplier Portal) and

included 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 government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.
- D.21. Tennessee Consolidated Retirement System. 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. Tennessee Department of Revenue Registration. 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. Debarment and Suspension. 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. Force Majeure. “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. State and Federal Compliance. 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. Governing Law. 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. Entire Agreement. 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. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions 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. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.30. Incorporation of Additional Documents. 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. Iran Divestment Act. 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. Insurance. 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., 3<sup>rd</sup> 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. Technology Professional Liability (Errors & Omissions)/Cyber Liability Insurance

- 1) The Contractor shall maintain technology professional liability (errors & omissions)/cyber liability insurance appropriate to the Contractor's profession in an amount not less than five million dollars (\$5,000,000) per occurrence or claim and five million dollars (\$5,000,000) annual aggregate, covering all acts, claims, errors, omissions, negligence, infringement of intellectual property (including copyright, patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, information theft, damage to destruction of or alteration of electronic information, breach of privacy perils, wrongful disclosure and release of private information, collection, or other negligence in the handling of confidential information, and including coverage for related regulatory fines, defenses, and penalties.
- 2) Such coverage shall include data breach response expenses, in an amount not less than five million dollars (\$5,000,000) and payable whether incurred by the State or Contractor, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services and expenses in the performance of services for the State or on behalf of the State hereunder.

e. Crime Insurance

- 1) The Contractor shall maintain crime insurance, which shall be written on a "loss sustained form" or "loss discovered form" providing coverage for third party fidelity, including cyber theft and extortion. The policy must allow for reporting of circumstances or incidents that may give rise to future claims, include an extended reporting period of no less than two (2) years with respect to events which occurred but were not reported during the term of the policy, and not contain a condition requiring an arrest or conviction.
- 2) Any crime insurance policy shall have a limit not less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) in the aggregate. Any crime insurance policy shall contain a Social Engineering Fraud Endorsement with a limit of not less than two hundred and fifty thousand dollars (\$250,000). This insurance may be written on a claims-made basis, but in the event that coverage is cancelled or non-renewed, the Contractor shall purchase an extended reporting or "tail coverage" of at least two (2) years after the Term.

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.

- D.35. Boycott of Israel. The Contractor certifies that it is not currently engaged in, and covenants that it will not, for the duration of the Contract, engage in a Boycott of Israel, as that term is defined in Tenn. Code Ann. § 12-4-119.
- D.36. Prohibited Contract Terms. The prohibited contract terms and conditions enumerated in Tenn. Code Ann. § 12-3-515, shall be a material provision of this Contract. The Contractor acknowledges, understands, and agrees that the inclusion of a term or condition prohibited by Tenn. Code Ann. § 12-3-515, shall be null and void and the Contract shall be enforceable as if the Contract did not contain such term or condition.

**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 **31620-00799 (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>.

- E.3. Intellectual Property Indemnity. 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 or suits which may be brought against the State concerning or arising out of any claim of an alleged patent, copyright, trade secret or other intellectual property infringement. In any such claim or action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Contractor shall be responsible for all legal or other fees or expenses incurred by the State arising from any such claim. The State shall give the Contractor notice of any such claim or suit, however, the failure of the State to give such notice shall only relieve Contractor of its obligations under this Section to the extent Contractor can demonstrate actual prejudice arising from the State's failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tenn. Code Ann. § 8-6-106.

In addition to the above indemnity, if the State's use of any deliverable, or any portion thereof, provided under this Contract, is or is likely to be enjoined by order of a court of competent jurisdiction as such an infringement or unauthorized use, the Contractor, at its expense, shall: (x) procure for the State the continued use of such deliverable; (y) replace such deliverable with a non-infringing counterpart; or (z) modify such deliverable so it becomes non-infringing; provided that, if (y) or (z) is the option chosen by the Contractor, the replacement or modified deliverable must be capable of performing substantially the same function. Notwithstanding the foregoing, the

State retains the right to terminate the Contract in accordance with Section D.6 hereunder in the event of such infringement or unauthorized use, and any such exercise of these allowable options by Contractor shall not relieve Contractor of its indemnity obligations under this Section.

The forgoing indemnity does not apply to the extent that the infringement arises from the State's: (i) use of the deliverable not in accordance with instructions, documentations, or specifications ("Misuse"); (ii) alteration, modification or revision of the Deliverables not expressly authorized by the Contractor ("Alteration"); (iii) failure to use or implement corrections or enhancements to the Deliverables made available by the Contractor to the State at no additional cost to the State, except where such failure to use or implement corrections or enhancements is a result of State's termination in accordance with the preceding paragraph; or (iv) combination of the Deliverables with materials not provided, specified, or approved by the Contractor.

E.4. Partial Takeover of Contract. The State may, at its convenience and without cause, exercise a partial takeover of any service that the Contractor is obligated to perform under this Contract, including any service which is the subject of a subcontract between Contractor and a third party (a "Partial Takeover"). A Partial Takeover of this Contract by the State shall not be deemed a breach of contract. The Contractor shall be given at least thirty (30) days prior written notice of a Partial Takeover. The notice shall specify the areas of service the State will assume and the date the State will be assuming. The State's exercise of a Partial Takeover shall not alter the Contractor's other duties and responsibilities under this Contract. The State reserves the right to withhold from the Contractor any amounts the Contractor would have been paid but for the State's exercise of a Partial Takeover. The amounts shall be withheld effective as of the date the State exercises its right to a Partial Takeover. The State's exercise of its right to a Partial Takeover of this Contract shall not entitle the Contractor to any actual, general, special, incidental, consequential, or any other damages irrespective of any description or amount.

E.5. Contractor Hosted Services Confidential Data, Audit, and Other Requirements

- a. "Confidential State Data" is defined as data deemed confidential by State or Federal statute or regulation. The Contractor shall protect Confidential State Data as follows:
- (1) The Contractor shall ensure that all Confidential State Data is housed in the continental United States, inclusive of backup data.
  - (2) The Contractor shall encrypt Confidential State Data at rest and in transit using the current version of Federal Information Processing Standard ("FIPS") 140-2 or 140-3 (current applicable version) validated encryption technologies. The State shall control all access to encryption keys. The Contractor shall provide installation and maintenance support at no cost to the State.
  - (3) The Contractor and the Contractor's processing environment containing Confidential State Data shall either (1) be in accordance with at least one of the following security standards: (i) International Standards Organization ("ISO") 27001; (ii) Federal Risk and Authorization Management Program ("FedRAMP"); or (2) be subject to an annual engagement by a CPA firm in accordance with the standards of the American Institute of Certified Public Accountants ("AICPA") for a System and Organization Controls for service organizations ("SOC") Type II audit. The State shall approve the SOC audit control objectives. The Contractor shall provide proof of current ISO certification or FedRAMP authorization for the Contractor and Subcontractor(s), or provide the State with the Contractor's and Subcontractor's annual SOC Type II audit report within 30 days from when the CPA firm provides the audit report to the Contractor or Subcontractor. The Contractor shall submit corrective action plans to the State for any issues included in the audit report within 30 days after the CPA firm provides the audit report to the Contractor or Subcontractor.

If the scope of the most recent SOC audit report does not include all of the current State fiscal year, upon request from the State, the Contractor must

provide to the State a letter from the Contractor or Subcontractor stating whether the Contractor or Subcontractor made any material changes to their control environment since the prior audit and, if so, whether the changes, in the opinion of the Contractor or Subcontractor, would negatively affect the auditor's opinion in the most recent audit report.

No additional funding shall be allocated for these certifications, authorizations, or audits as these are included in the Maximum Liability of this Contract.

- (4) The Contractor must annually perform Penetration Tests and Vulnerability Assessments against its Processing Environment. "Processing Environment" shall mean the combination of software and hardware on which the Application runs. "Application" shall mean the computer code that supports and accomplishes the State's requirements as set forth in this Contract. "Penetration Tests" shall be in the form of attacks on the Contractor's computer system, with the purpose of discovering security weaknesses which have the potential to gain access to the Processing Environment's features and data. The "Vulnerability Assessment" shall be designed and executed to define, identify, and classify the security holes (vulnerabilities) in the Processing Environment. The Contractor shall allow the State, at its option, to perform Penetration Tests and Vulnerability Assessments on the Processing Environment.
- (5) Upon State request, the Contractor shall provide a copy of all Confidential State Data it holds. The Contractor shall provide such data on media and in a format determined by the State
- (6) Upon termination of this Contract and in consultation with the State, the Contractor shall destroy all Confidential State Data it holds (including any copies such as backups) in accordance with the current version of National Institute of Standards and Technology ("NIST") Special Publication 800-88. The Contractor shall provide a written confirmation of destruction to the State within ten (10) business days after destruction.

b. Minimum Requirements

- (1) The Contractor and all data centers used by the Contractor to host State data, including those of all Subcontractors, must comply with the State's Enterprise Information Security Policies as amended periodically. The State's Enterprise Information Security Policies document is found at the following URL: <https://www.tn.gov/finance/strategic-technology-solutions/strategic-technology-solutions/sts-security-policies.html>.
- (2) The Contractor agrees to maintain the Application so that it will run on a current, manufacturer-supported Operating System. "Operating System" shall mean the software that supports a computer's basic functions, such as scheduling tasks, executing applications, and controlling peripherals.
- (3) If the Application requires middleware or database software, Contractor shall maintain middleware and database software versions that are at all times fully compatible with current versions of the Operating System and Application to ensure that security vulnerabilities are not introduced.

c. Comptroller Audit Requirements

Upon reasonable notice and at any reasonable time, the Contractor and Subcontractor(s) agree to allow the State, the Comptroller of the Treasury, or their duly appointed representatives to perform information technology control audits of the Contractor and all Subcontractors used by the Contractor. Contractor will maintain and cause its Subcontractors to maintain a complete audit trail of all transactions and activities in

connection with this Contract. Contractor will provide to the State, the Comptroller of the Treasury, or their duly appointed representatives access to Contractor and Subcontractor(s) personnel for the purpose of performing the information technology control audit.

The information technology control audit may include a review of general controls and application controls. General controls are the policies and procedures that apply to all or a large segment of the Contractor's or Subcontractor's information systems and applications and include controls over security management, access controls, configuration management, segregation of duties, and contingency planning. Application controls are directly related to the application and help ensure that transactions are complete, accurate, valid, confidential, and available. The audit shall include the Contractor's and Subcontractor's compliance with the State's Enterprise Information Security Policies and all applicable requirements, laws, regulations or policies.

The audit may include interviews with technical and management personnel, physical inspection of controls, and review of paper or electronic documentation.

For any audit issues identified, the Contractor and Subcontractor(s) shall provide a corrective action plan to the State within 30 days from the Contractor or Subcontractor receiving the audit report.

Each party shall bear its own expenses incurred while conducting the information technology controls audit.

- d. Business Continuity Requirements. The Contractor shall maintain set(s) of documents, instructions, and procedures which enable the Contractor to respond to accidents, disasters, emergencies, or threats without any stoppage or hindrance in its key operations ("Business Continuity Requirements"). Business Continuity Requirements shall include:
  - (1) "Disaster Recovery Capabilities" refer to the actions the Contractor takes to meet the Recovery Point and Recovery Time Objectives defined below. Disaster Recovery Capabilities shall meet the following objectives:
    - i. Recovery Point Objective ("RPO"). The RPO is defined as the maximum targeted period in which data might be lost from an IT service due to a major incident: [NUMBER OF HOURS/MINUTES]
    - ii. Recovery Time Objective ("RTO"). The RTO is defined as the targeted duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity: [NUMBER OF HOURS/MINUTES]
  - (2) The Contractor and the Subcontractor(s) shall perform at least one Disaster Recovery Test every three hundred sixty-five (365) days. A "Disaster Recovery Test" shall mean the process of verifying the success of the restoration procedures that are executed after a critical IT failure or disruption occurs. The Disaster Recovery Test shall use actual State Data Sets that mirror production data, and success shall be defined as the Contractor verifying that the Contractor can meet the State's RPO and RTO requirements. A "Data Set" is defined as a collection of related sets of information that is composed of separate elements but can be manipulated as a unit by a computer. The Contractor shall provide written confirmation to the State after each Disaster Recovery Test that its Disaster Recovery Capabilities meet the RPO and RTO requirements.

E.6. Software License Warranty. Contractor grants a license to the State to use all software provided under this Contract in the course of the State's business and purposes.

- E.7. Software Support and Maintenance Warranty. Contractor shall provide to the State all software upgrades, modifications, bug fixes, or other improvements in its software that it makes generally available to its customers.
- E.8. Software Support and Maintenance Warranty. Contractor shall provide to the State all software upgrades, modifications, bug fixes, or other improvements in its software that it makes generally available to its customers.
- E.9. Prohibited Advertising or Marketing. The Contractor shall not suggest or imply in advertising or marketing materials that Contractor's goods or services are endorsed by the State. The restrictions on Contractor advertising or marketing materials under this Section shall survive the termination of this Contract.
- E.10. Personally Identifiable Information. While performing its obligations under this Contract, Contractor may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Contractor agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Contractor shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Contractor and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Contractor shall immediately notify State: (1) of any disclosure or use of any PII by Contractor or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to Contractor or its employees, agents and representatives where the purpose of such disclosure is not known to Contractor or its employees, agents and representatives. The State reserves the right to review Contractor's policies and procedures used to maintain the security and confidentiality of PII and Contractor shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Contractor is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Contractor shall immediately return to the State any and all PII which it has received under this Contract and shall destroy all records of such PII.

The Contractor shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Contractor ("Unauthorized Disclosure") that come to the Contractor's attention. Any such report shall be made by the Contractor within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Contractor. Contractor shall take all necessary measures to halt any further Unauthorized Disclosures. The Contractor, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Contractor shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Contract.

- E.11. Survival. The terms, provisions, representations, and warranties contained in this Contract which by their sense and context are intended to survive the performance and termination of this Contract, shall so survive the completion of performance and termination of this Contract.
- E.12 Equal Employment Opportunity. During the performance of this Contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- d. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction

work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

**IN WITNESS WHEREOF,**

**CONTRACTOR LEGAL ENTITY NAME:**

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**CONTRACTOR SIGNATURE** **DATE**

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**PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)**

**TENNESSEE HOUSING DEVELOPMENT AGENCY:**

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**RALPH M. PERREY, EXECUTIVE DIRECTOR** **DATE**



**ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE**

<b>SUBJECT CONTRACT NUMBER:</b>	
<b>CONTRACTOR LEGAL ENTITY NAME:</b>	
<b>VENDOR NUMBER: 3</b>	

**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.**

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**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.

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**PRINTED NAME AND TITLE OF SIGNATORY**

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**DATE OF ATTESTATION**