



**STATE OF TENNESSEE
TENNESSEE HOUSING DEVELOPMENT AGENCY**

**REQUEST FOR PROPOSALS
FOR
Human Resources Information System (HRIS)**

RFP # 31620-00845

RFP CONTENTS

SECTIONS:

- 1. INTRODUCTION**
- 2. RFP SCHEDULE OF EVENTS**
- 3. RESPONSE REQUIREMENTS**
- 4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS**
- 5. EVALUATION & CONTRACT AWARD**

ATTACHMENTS:

- 6.1. Response Statement of Certifications & Assurances**
- 6.2. Technical Response & Evaluation Guide**
- 6.3. Cost Proposal & Scoring Guide**
- 6.4. Reference Questionnaire**
- 6.5. Score Summary Matrix**
- 6.6. *Pro Forma* Contract**

1. INTRODUCTION

The State of Tennessee, 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

Tennessee Housing Development Agency (THDA) is seeking proposals from qualified respondents that can provide a comprehensive Human Resources Information System (HRIS) to streamline and optimize human resources management within the organization. The goal of the HRIS is to serve as a centralized platform for managing applicant tracking, onboarding, personnel files, performance management, job descriptions, workflow tracking, policy management, and compliance reporting. The system must enhance operational efficiency, improve data accuracy, facilitate real-time reporting, and support HR processes in a user-friendly manner. The system must also incorporate enhanced functionality and adhere to all THDA security requirements as described in the pro forma contract.

The system must comply with all standards presented by the Americans with Disabilities Act (ADA) guidelines concerning web and mobile accessibility and must remain compliant for the duration of any contract resulting from this RFP. Specifically, the vendor must ensure that the new system meets the minimum ADA Requirements for Web Accessibility Title II including, but not limited to, the updated WCAG 2.1 Level AA requirements referenced in 28 CFR 35.200- Web and Mobile Accessibility and Appendix D to Part 35—Guidance to Revisions to ADA Title II Regulation on Accessibility of Web Information and Services of State and Local Government Entities.

The vendor must host and provide ongoing technical assistance of the system. Upon completion of implementation, THDA shall receive training on the system’s functionality for key stakeholders that includes demonstration and reference materials. Additional features and functionality requirements of the new system are outlined in the requirements section of this RFP and the pro forma contract.

- 1.1.2. The State intends to spend no more than Six Hundred Thousand Dollars (\$600,000) over the sixty (60) month term of the Agreement.

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 # 31620-00845

- 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
 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 | | June 18, 2025 |
| 2. Disability Accommodation Request Deadline | 2:00 p.m. | June 23, 2025 |
| 3. Notice of Intent to Respond Deadline | 2:00 p.m. | June 24, 2025 |
| 4. Written "Questions & Comments" Deadline | 2:00 p.m. | June 30, 2025 |
| 5. State Response to Written "Questions & Comments" | | July 7, 2025 |
| 6. Response Deadline | 2:00 p.m. | July 14, 2025 |
| 7. State Schedules Respondent Oral Presentation | | July 16, 2025 |
| 8. Respondent Oral Presentation | 8 a.m. - 4:30 p.m. | July 23-25, 2025 |
| 9. State Completion of Technical Response Evaluations | | July 28, 2025 |
| 10. State Opening & Scoring of Cost Proposals | 2:00 p.m. | July 29, 2025 |
| 11. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection | 2:00 p.m. | July 30, 2025 |
| 12. End of Protest Period | | August 6, 2025 |
| 13. State sends contract to Contractor for signature | | August 7, 2025 |
| 14. Contractor Signature Deadline | 2:00 p.m. | August 14, 2025 |

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

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 #31620-00845 TECHNICAL RESPONSE ORIGINAL"

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

"RFP #31620-00845 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 #31620-00845 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 #31620-00845 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 #31620-00845 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 #31620-00845 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 #31620-00845 NUMBER 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 #31620-00845 NUMBER 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

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

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

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 | MAXIMUM POINTS POSSIBLE |
|---|-------------------------|
| General Qualifications & Experience (refer to RFP Attachment 6.2., Section B) | 30 |
| Technical Qualifications, Experience & Approach (refer to RFP Attachment 6.2., Section C) | 60 |
| Cost Proposal (refer to RFP Attachment 6.3.) | 10 |

5.2. Evaluation Process

The evaluation process is designed to award the contract resulting from this RFP not necessarily to the Respondent offering the lowest cost, but rather to the Respondent deemed by 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. The Solicitation Coordinator will invite each Respondent, who is apparently responsive and responsible, to make an Oral Presentation.
- 5.2.1.5.1. The Oral Presentations are mandatory. The Solicitation Coordinator will schedule Respondent Presentation during the period indicated by the RFP Section 2, Schedule of Events. The Oral Presentations will be for a duration of three hours. Respondents should leave time for potential questions from evaluators. The Oral Presentations will be held virtually. Any additional details regarding the Oral Presentation will be provided by the Solicitation Coordinator at the time of scheduling. 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.
- 5.2.1.5.2. Respondent Presentations are only open to the invited Respondent, Proposal Evaluation Team members, the Solicitation Coordinator, and any technical consultants who are selected by the State to provide assistance to the Proposal Evaluation Team.
- 5.2.1.5.3. Oral Presentations provide an opportunity for Respondents to explain and clarify their responses and for 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 Presentations will be limited to addressing the items detailed in RFP Attachment 6.2., Technical Response & Evaluation Guide. Respondent pricing shall not be discussed during Oral Presentations. Evaluators may adjust Respondents' Technical Response scores based on Oral Presentations.
- 5.2.1.5.4. The State will maintain an accurate record of each Respondent's Oral Presentations session. The record of the Respondent's Oral Presentations shall be available for review when the State opens the procurement files for public inspection.
- 5.2.1.6. Before Cost Proposals are opened, the Proposal Evaluation Team will review the Technical Response Evaluation record and any other available information pertinent to whether or not each Respondent is responsive and responsible. If the Proposal Evaluation Team identifies any Respondent that does not meet the responsive and responsible thresholds such that the team would not recommend the Respondent for Cost Proposal Evaluation and potential contract award, the team members will fully document the determination.
- 5.2.2. **Cost Proposal Evaluation.** The Solicitation Coordinator will open for evaluation the Cost Proposal of each Respondent deemed by 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 # 31620-00845 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 & 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 |
| | | 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.). | |
| | A.1 | Provide the Statement of Certifications and Assurances (RFP Attachment 6.1.) completed and signed by an individual empowered to bind the Respondent to the provisions of this RFP and any resulting contract. The document must be signed without exception or qualification. | |
| | A.2 | Provide a statement, based upon reasonable inquiry, of whether the Respondent or any individual who shall cause to deliver goods or perform services under the contract has a possible conflict of interest (<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. | |
| | A.3 | Provide a statement that the system includes an Applicant Tracking System that can publish an employer's open positions and allow applicants to search for, find, review and apply for those positions via a website. | |
| | A.4 | Provide a statement that the system includes an Onboarding module that can be used after selecting an applicant for an open position to walk them through all the steps needed for the hiring process and the initial steps after a hire. | |

| RESPONDENT LEGAL ENTITY NAME: | | | |
|--|-----------|---|-----------|
| Response Page # (Respondent completes) | Item Ref. | Section A— Mandatory Requirement Items | Pass/Fail |
| | A.5 | Provide a statement that the system includes a Performance Review module that is customizable for goals and core competencies with separate competencies for leaders and individual contributors. | |
| | A.6 | Provide a statement that the system includes a Personnel File module that is able to take documents and forms saved from other included modules within the system. | |
| | A.7 | Provide a statement that the system includes new administrator training that instructs the admin user on how to customize and configure the different modules. | |
| | A.8 | Provide a statement confirming the Applicant Tracking Module will have a way to indicate which applicant was hired for the position. | |
| | A.9 | Provide a statement confirming the system includes an administrative or "SuperUser" role that is the only one that can perform user assignments, permission changes, and IT related settings changes such as email setup, SSO configuration, etc. | |
| | A.10 | Provide a statement confirming that all THDA entered data housed in the system remain the sole property of THDA. Further confirm that if the contract is terminated by either party, an electronic copy of THDA's then-current database in its then-current database format would be provided within thirty (30) business days. | |
| | A.11 | Provide a statement confirming that, if selected, Respondent shall work with THDA's Information Technology staff in good faith to confirm security requirements are met before any technical development begins. The requirements that need to be confirmed are outlined here in Section A. | |
| | A.12 | Provide a statement confirming the vendor will provide a copy of a valid and current SOC 2 Type 2 certification for the system itself, including all modules, and not just the hosting platform SOC 2 for Azure or AWS. | |
| | A.13 | 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. | |
| | A.14 | Provide a statement confirming that no portion of the System must 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.15 | Provide a statement confirming that any customer-facing portal or site offers MFA capabilities such that external users are required to validate credentials in addition to a username and password. | |
| | A.16 | Provide a statement confirming the software provides the ability to mask personally identifiable information (PII) like externally submitted Social Security Numbers (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. | |

| RESPONDENT LEGAL ENTITY NAME: | | | |
|---|-----------|---|-----------|
| Response Page # (Respondent completes) | Item Ref. | Section A— Mandatory Requirement Items | Pass/Fail |
| | A.17 | Provide a statement confirming the system stores all data state-side in the United States, and that no data will be hosted or replicated internationally. | |
| | A.18 | Provide a statement confirming that the software can generate all email communication independently and would not depend on the ability to "send on the behalf of" thda.org; THDA will not whitelist anyone to send emails on its behalf. | |
| | A.19 | Provide a statement confirming that THDA would not need to utilize a payroll module and that the vendor will not incorporate into the pricing a payroll module. THDA is mandated to utilize the State of Tennessee payment system "Edison". | |
| | A.20 | Provide a statement confirming that the software complies with all standards presented by the Americans with Disabilities Act (ADA) guidelines concerning web and mobile accessibility, including but not limited to, the minimum ADA Requirements for Web Accessibility Title II (consisting of the updated WCAG 2.1 Level AA requirements referenced in 28 CFR 35.200- Web and Mobile Accessibility and Appendix D to Part 35— Guidance to Revisions to ADA Title II Regulation on Accessibility of Web Information and Services of State and Local Government Entities). | |
| | A.21 | Provide a statement confirming that the HR Platform and all modules will be fully hosted by the vendor. | |
| | A.22 | Provide a statement confirming that all technology used within the software will be kept up to date and patched regularly for security and other maintenance requirements. | |
| | A.23 | Provide a statement confirming that the system shall have a standard up time of or above 99.5%. | |
| | A.24 | Provide a statement confirming a Proof of Concept for security measures will be performed before the final contract agreement is signed. This proof of concept will be a distinct, separate environment for use only by THDA and the vendor. | |
| <i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i> | | | |

RFP ATTACHMENT 6.2. — SECTION B

TECHNICAL RESPONSE & 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 all responses to Section B— General Qualifications & Experience Items.

| RESPONDENT LEGAL ENTITY NAME: | | |
|--|------------------|---|
| Response Page # (Respondent completes) | Item Ref. | Section B— General Qualifications & Experience Items |
| | B.1. | 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.2. | Describe the Respondent's form of business (<i>i.e.</i> , individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and business location (physical location or domicile). |
| | B.3. | Detail the number of years the Respondent has been in business. |
| | B.4. | Briefly describe how long the Respondent has been providing the goods or services required by this RFP. |
| | B.5. | Describe the Respondent's number of employees, client base, and location of offices. |
| | B.6. | Provide a statement of whether there have been any mergers, acquisitions, or change of control of the Respondent within the last ten (10) years. If so, include an explanation providing relevant details. |
| | B.7. | Provide a statement of whether the Respondent or, to the Respondent's knowledge, any of the Respondent's employees, agents, independent contractors, or subcontractors, involved in the delivery of goods or performance of services on a contract pursuant to this RFP, have been convicted of, pled guilty to, or pled <i>nolo contendere</i> to any felony. If so, include an explanation providing relevant details. |
| | B.8. | Provide a statement of whether, in the last ten (10) years, the Respondent has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. If so, include an explanation providing relevant details. |
| | B.9. | Provide a statement of whether there is any material, pending litigation against the Respondent that the Respondent should reasonably believe could adversely affect its ability to meet contract requirements pursuant to this RFP or is likely to have a material adverse effect on the Respondent's financial condition. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it would impair the Respondent's performance in a contract pursuant to this RFP. NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of license for each person or entity that renders such opinions. |
| | B.10. | Provide a statement of whether there are any pending or in progress Securities Exchange Commission investigations involving the Respondent. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it will impair the Respondent's performance in a contract pursuant to this RFP. |

RFP ATTACHMENT 6.2. — SECTION B (continued)

| RESPONDENT LEGAL ENTITY NAME: | | |
|---|-----------|---|
| Response Page # (Respondent completes) | Item Ref. | Section B— General Qualifications & Experience Items |
| | | 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. |
| | B.11. | Provide a brief, descriptive statement detailing evidence of the Respondent's ability to deliver the goods or services sought under this RFP (e.g., prior experience, training, certifications, resources, program and quality management systems, etc.). |
| | B.12. | Provide a narrative description of the proposed project team, its members, and organizational structure along with an organizational chart identifying the key people who will be assigned to deliver the goods or services required by this RFP. |
| | B.13. | Provide a personnel roster listing the names of key people who the Respondent will assign to meet the Respondent's requirements under this RFP along with the estimated number of hours that each individual will devote to that performance. Follow the personnel roster with a resume for each of the people listed. The resumes must detail the individual's title, education, current position with the Respondent, and employment history. |
| | B.14. | Provide a statement of whether the Respondent intends to use subcontractors to meet the Respondent's requirements of any contract awarded pursuant to this RFP, and if so, detail: <ul style="list-style-type: none"> (a) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each; (b) a description of the scope and portions of the goods each subcontractor involved in the delivery of goods or performance of the services each subcontractor will perform; <u>and</u> (c) a statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the Respondent's response to this RFP. |
| | B.15. | Provide documentation of the Respondent's commitment to diversity as represented by the following: <ul style="list-style-type: none"> (a) <u>Business Strategy</u>. Provide a description of the Respondent's existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises. Please also include a list of the Respondent's certifications as a diversity business, if applicable. (b) <u>Business Relationships</u>. Provide a listing of the Respondent's current contracts with business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises. Please include the following information: <ul style="list-style-type: none"> (i) contract description; (ii) contractor name and ownership characteristics (i.e., ethnicity, gender, service-disabled veteran-owned or persons with disabilities); (iii) contractor contact name and telephone number. (c) <u>Estimated Participation</u>. Provide an estimated level of participation by business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities and small business enterprises if a contract is awarded to the Respondent pursuant to this RFP. Please include the following information: <ul style="list-style-type: none"> (i) a percentage (%) indicating the participation estimate. (Express the estimated participation number as a percentage of the total estimated contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics only and DO NOT INCLUDE DOLLAR AMOUNTS); (ii) anticipated goods or services contract descriptions; |

RFP ATTACHMENT 6.2. — SECTION B (continued)

| | | |
|--|------------------|--|
| RESPONDENT LEGAL ENTITY NAME: | | |
| Response Page # (Respondent completes) | Item Ref. | Section B— General Qualifications & Experience Items |
| | | <p>(iii) names and ownership characteristics (i.e., ethnicity, gender, service-disabled veterans, or disability) of anticipated subcontractors and supply contractors.</p> <p>NOTE: In order to claim status as a Diversity Business Enterprise under this contract, businesses must be certified by the Governor's Office of Diversity Business Enterprise (Go-DBE). Please visit the Go-DBE website at https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810 for more information.</p> <p>(d) <u>Workforce</u>. Provide the percentage of the Respondent's total current employees by ethnicity and gender.</p> <p>NOTE: Respondents that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with 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.16. | <p>Provide a statement of whether or not the Respondent has any current contracts with the State of Tennessee or has completed any contracts with the State of Tennessee within the previous five (5) year period. If so, provide the following information for all of the current and completed contracts:</p> <p>(a) the name, title, telephone number and e-mail address of the State contact knowledgeable about the contract;</p> <p>(b) the procuring State agency name;</p> <p>(c) a brief description of the contract's scope of services;</p> <p>(d) the contract period; and</p> <p>(e) the contract number.</p> |
| | B.17. | <p>Provide a statement and any relevant details addressing whether the Respondent is any of the following:</p> <p>(a) is presently debarred, suspended, proposed for debarment, or voluntarily excluded from covered transactions by any federal or state department or agency;</p> <p>(b) has within the past three (3) years, been convicted of, or had a civil judgment rendered against the contracting party from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;</p> <p>(c) is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed above; and</p> <p>(d) has within a three (3) year period preceding the contract had one or more public transactions (federal, state, or local) terminated for cause or default.</p> |
| | | <p>SCORE (for <u>all</u> Section B—Qualifications & Experience Items above): (maximum possible score = 30)</p> |

RFP ATTACHMENT 6.2. — SECTION B (continued)

| | | |
|---|----------------------|---|
| RESPONDENT LEGAL ENTITY NAME: | | |
| Response Page # (Respondent completes) | Item Ref. | Section B— General Qualifications & Experience Items |
| <i>State Use – Evaluator Identification:</i> | | |

RFP ATTACHMENT 6.2. — SECTION C

TECHNICAL RESPONSE & EVALUATION GUIDE

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

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

0 = little value

1 = poor

2 = fair

3 = satisfactory

4 = good

5 = excellent

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

| RESPONDENT LEGAL ENTITY NAME: | | | | | | |
|--|-----------|------------------|---|------------|-------------------|--------------------|
| Response Page # (Respondent completes) | Item Ref. | Requirement Type | Section C— Technical Qualifications, Experience & Approach Items | Item Score | Evaluation Factor | Raw Weighted Score |
| | | | | | | |
| | C.1 | Job Descriptions | The software will include a searchable module to create, edit and review Job Descriptions. | | 7 | |
| | C.2 | Job Descriptions | The Job Description module will have a customizable approval process that would allow the next approver to be configured by agency department. | | 7 | |
| | C.3 | Job Descriptions | The Job Description module will have a notification process to alert the next approver that they have a pending task. | | 7 | |
| | C.4 | Job Descriptions | The Job Description module will have a way to mass update salary grades based on market evaluations needing to increase grades by a certain percentage based on job classification. | | 7 | |
| | C.5 | Job Descriptions | The Job Description module will have a way to generate Job Descriptions based on job | | 7 | |

RFP ATTACHMENT 6.2. — SECTION C (continued)

| RESPONDENT LEGAL ENTITY NAME: | | | | | | |
|---|-----------|---------------------------|--|------------|-------------------|--------------------|
| Response Page # (Respondent completes) | Item Ref. | Requirement Type | Section C— Technical Qualifications, Experience & Approach Items | Item Score | Evaluation Factor | Raw Weighted Score |
| | | | | | | |
| | | | classification and automatically assign a salary grade based on that classification. | | | |
| | C.6 | Job Descriptions | The Job Description module will have a way to automatically generate minimum requirements and preferred qualifications on Job Description Templates based on the job classification. Example: a Coordinator classification requires a four year degree. This would be customizable by the hiring manager when selecting. | | 7 | |
| | C.7 | Applicant Tracking System | The Applicant Tracking system shall allow THDA to customize questions presented to applicants as they apply for open positions. | | 10 | |
| | C.8 | Applicant Tracking System | The Applicant Tracking system shall provide a tool to automatically post an open position to common external job search websites. | | 10 | |
| | C.9 | Applicant Tracking System | The Applicant Tracking system shall provide a friendly mobile version where applicants can apply from their mobile device. | | 7 | |
| | C.10 | Applicant Tracking System | The Applicant Tracking system shall allow for a tool that would allow hiring managers to request a new position with customizable questions from within the module. This would include a customizable multi-step approval process in which once approved, the system would post the position. | | 7 | |
| | C.11 | Applicant Tracking System | The Applicant Tracking Module will be able to exclude certain applications based on THDA defined questions that were not answered | | 10 | |

RFP ATTACHMENT 6.2. — SECTION C (continued)

| RESPONDENT LEGAL ENTITY NAME: | | | | | | |
|--|-----------|---------------------------|--|------------|-------------------|--------------------|
| Response Page # (Respondent completes) | Item Ref. | Requirement Type | Section C— Technical Qualifications, Experience & Approach Items | Item Score | Evaluation Factor | Raw Weighted Score |
| | | | | | | |
| | | | within defined parameters. HR staff would still be able to see those applications that were removed. | | | |
| | C.12 | Applicant Tracking System | The Applicant Tracking module will be able to report on veteran, disability and ethnic background status. | | 10 | |
| | C.13 | Applicant Tracking System | The Applicant Tracking module will restrict the visibility of applicants to HR and the hiring managers' organization. | | 10 | |
| | C.14 | Applicant Tracking System | The Applicant Tracking module will have a customizable application to allow HR staff to pick which data fields need to be collected from the applicant. | | 10 | |
| | C.15 | Applicant Tracking System | The Applicant Tracking Module will include a view to see all of the applicants in one place with clickable access to the information entered as well as a link to the applicant resume. | | 10 | |
| | C.16 | Applicant Tracking System | The Applicant Tracking Module will have a way to indicate which applicant was hired for the position. | | 10 | |
| | C.17 | Request Tracking | The system shall include a Request Tracking module that will allow THDA staff to submit issues in a ticket format to HR. | | 10 | |
| | C.18 | Request Tracking | The software will have a Request tracking module where staff could submit requests to HR. The Request Tracking feature would enable users to pick a main category and then sub categories. Example: Main category of | | 10 | |

RFP ATTACHMENT 6.2. — SECTION C (continued)

| RESPONDENT LEGAL ENTITY NAME: | | | | | | |
|---|-----------|------------------|--|------------|-------------------|--------------------|
| Response Page # (Respondent completes) | Item Ref. | Requirement Type | Section C— Technical Qualifications, Experience & Approach Items | Item Score | Evaluation Factor | Raw Weighted Score |
| | | | | | | |
| | | | Benefits would have sub categories of Add/Delete Dependents, Open Enrollment Questions, Sick Leave Bank Questions, FMLA Requests. | | | |
| | C.19 | Request Tracking | The Request Tracking module will have a customizable feature to send requests to different HR staff responsible for fulfillment depending on the request category. | | 7 | |
| | C.20 | Request Tracking | The Request Tracking module will have a customizable approval process to configure which HR staff or senior leadership approves which requests determined by the request category. | | 10 | |
| | C.21 | Request Tracking | The Request Tracking module will have customizable request templates to enable users to provide different data fields based on the request category. | | 10 | |
| | C.22 | Request Tracking | The Request Tracking module will include a system of prioritization where the requested items would raise in the work queue according to the priority that is automatically set from the request category. | | 4 | |
| | C.23 | Request Tracking | The Request Tracking module will be secure enough to restrict access to only certain HR Staff for sensitive instances of Employee Relation Issues. | | 10 | |
| | C.24 | Onboarding | The onboarding module should provide an integrated Criminal Background Check feature | | 4 | |

RFP ATTACHMENT 6.2. — SECTION C (continued)

| RESPONDENT LEGAL ENTITY NAME: | | | | | | |
|--|-----------|-------------------|---|------------|-------------------|--------------------|
| Response Page # (Respondent completes) | Item Ref. | Requirement Type | Section C— Technical Qualifications, Experience & Approach Items | Item Score | Evaluation Factor | Raw Weighted Score |
| | | | | | | |
| | | | so that staff do not have to leave the application to go to a different external system. | | | |
| | C.25 | Onboarding | The onboarding module will have the ability to generate customizable new hire documentation including but not limited to offer letters, job descriptions, first-day information and parking passes. | | 10 | |
| | C.26 | Onboarding | The onboarding module will have a dashboard for HR staff to see where new hires are in the onboarding process. | | 10 | |
| | C.27 | Onboarding | The onboarding module will be able to maintain multiple customizable fillable forms that would be electronically distributed to new staff for completion. These could be in a .pdf with a digital signature function. The digital signature would need to display on the same page as what the new employee is signing. | | 10 | |
| | C.28 | Performance Evals | The performance review module will be able to be customized for new hires probationary goals and reviews vs. annual versions. | | 10 | |
| | C.29 | Performance Evals | The performance review module will have a tiered approval process that would include direct supervisor, department approval and a HR approval. | | 10 | |
| | C.30 | Performance Evals | The performance review module will have a customizable weighting capability to weigh individual goals and core competencies differently. | | 10 | |

RFP ATTACHMENT 6.2. — SECTION C (continued)

| RESPONDENT LEGAL ENTITY NAME: | | | | | | |
|---|-----------|-------------------|---|------------|-------------------|--------------------|
| Response Page # (Respondent completes) | Item Ref. | Requirement Type | Section C— Technical Qualifications, Experience & Approach Items | Item Score | Evaluation Factor | Raw Weighted Score |
| | | | | | | |
| | C.31 | Performance Evals | The performance review module will have the ability to accommodate the setting of due dates for a goal and to weigh in value each goal which reflects the final review calculation. | | 10 | |
| | C.32 | Performance Evals | The performance review module will allow the employee to add activities to document their progress of their goals and to set the progress of achieving that goal before the goals are due. | | 10 | |
| | C.33 | Performance Evals | The performance review module will have an easy to learn and use system to create the annual review templates that staff will use to create their goals. | | 7 | |
| | C.34 | Performance Evals | The performance review module will have an end of goal period post review sign-off where the reviewed staff and supervisor would sign off and accept the completed review. | | 10 | |
| | C.35 | Performance Evals | The performance review module will have a reporting suite that would include but not limited to incomplete goal submissions, past due evaluations and overall score of completed evaluations. | | 10 | |
| | C.36 | Performance Evals | The performance review module will allow employees to upload documents when completing their self evaluation. | | 10 | |
| | C.37 | Policy management | The policy module will allow customization if needed, but the standard list of THDA policies will be sent to new employees for review and sign off. The module must allow THDA to | | 7 | |

RFP ATTACHMENT 6.2. — SECTION C (continued)

| RESPONDENT LEGAL ENTITY NAME: | | | | | | |
|---|-----------|-------------------|--|------------|-------------------|--------------------|
| Response Page # (Respondent completes) | Item Ref. | Requirement Type | Section C— Technical Qualifications, Experience & Approach Items | Item Score | Evaluation Factor | Raw Weighted Score |
| | | | | | | |
| | | | identify a standard due date that will be automatically set for each new hire. | | | |
| | C.38 | Policy management | The policy module will provide an easy-to-use interface to create new policy sets, update policies, and review policies on a yearly basis. | | 7 | |
| | C.39 | Policy management | The policy module will have a customizable tiered approval process to approve new and updated policies. | | 7 | |
| | C.40 | Policy management | The policy module will provide a task list to prompt you to review each policy on a configurable timeline when that policy is due for review and other items that the user would need to complete. | | 7 | |
| | C.41 | Policy management | The policy module will allow the policy review owner to generate a notification to all members on the policy review committee with a click of a button. | | 7 | |
| | C.42 | Personnel File | The Personnel File module will be able to report on veteran, disability and ethnic background status. | | 10 | |
| | C.43 | Personnel File | The Personnel File will be restricted by security to HR with the ability to allow temporary access to the staff member who it belongs to or a hiring manager. | | 10 | |
| | C.44 | Personnel File | The Personnel File will have distinct and secure areas that can be secured separately. | | 10 | |
| | C.45 | General | The software will be able to produce an accurate Org Chart using the data collected in | | 4 | |

RFP ATTACHMENT 6.2. — SECTION C (continued)

| RESPONDENT LEGAL ENTITY NAME: | | | | | | |
|---|-----------|------------------|---|------------|-------------------|--------------------|
| Response Page # (Respondent completes) | Item Ref. | Requirement Type | Section C— Technical Qualifications, Experience & Approach Items | Item Score | Evaluation Factor | Raw Weighted Score |
| | | | | | | |
| | | | the system modules and be easily downloadable. | | | |
| | C.46 | General | Provide a description of the training Respondent would provide to the necessary stakeholders for all modules of the software. Describe the training that would be provided during the closure phase of the project and for any future system updates. | | 10 | |
| | C.47 | General | Provide a description of the support Respondent would provide during work hours Monday -Friday from 7am - 5pm. | | 7 | |
| | C.48 | General | Provide a description of the emergency support provided by Respondent during off hours and weekends. | | 7 | |
| | C.49 | General | The software will provide a learning management module which would allow THDA to track the completion of various trainings that are required for staff to complete. | | 4 | |
| | C.50 | General | The software will be able to generate Employee Engagement surveys to collect information sent to agency staff based on customizable questions. | | 4 | |
| | C.51 | General | The software will provide an Analytics and reporting module to provide THDA with useful data | | 10 | |
| | C.52 | General | The customer-facing software platforms will include a Mobile app with the same features available on the PC/MAC based platform. | | 4 | |

RFP ATTACHMENT 6.2. — SECTION C (continued)

| RESPONDENT LEGAL ENTITY NAME: | | | | | | |
|--|-----------|------------------|--|------------|-------------------|--------------------|
| Response Page # (Respondent completes) | Item Ref. | Requirement Type | Section C— Technical Qualifications, Experience & Approach Items | Item Score | Evaluation Factor | Raw Weighted Score |
| | | | | | | |
| | C.53 | General | The customer-facing software platforms will be usable on a mobile device and have the same features available on the PC/MAC based platform. | | 7 | |
| | C.54 | General | The software platform will have a robust role based security module where you can restrict access by module and function. | | 10 | |
| | C.55 | General | The software will have a 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. | | 4 | |
| | C.56 | General | The software will have the ability to sync system with on-premise Active Directory to populate key employee data points, including account creation date for new hire related workflows, etc. | | 7 | |
| | C.57 | General | Provide a narrative that illustrates the Respondent's understanding of the State's requirements and project schedule. | | 10 | |
| | C.58 | 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. | | 10 | |
| | C.59 | 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. | | 10 | |

RFP ATTACHMENT 6.2. — SECTION C (continued)

| RESPONDENT LEGAL ENTITY NAME: | | | | | | |
|---|-------------|------------------|---|------------|-------------------|--------------------|
| Response Page # (Respondent completes) | Item Ref. | Requirement Type | Section C— Technical Qualifications, Experience & Approach Items | Item Score | Evaluation Factor | Raw Weighted Score |
| | | | | | | |
| | C.60 | General | The software should comply with all standards presented by the Americans with Disabilities Act (ADA) guidelines concerning web and mobile accessibility. Specifically, provide a narrative that describes how the software meets the minimum ADA Requirements for Web Accessibility Title II including, but not limited to, the updated WCAG 2.1 Level AA requirements referenced in 28 CFR 35.200-Web and Mobile Accessibility and Appendix D to Part 35—Guidance to Revisions to ADA Title II Regulation on Accessibility of Web Information and Services of State and Local Government Entities. | | 10 | |
| | C.61 | General | The software will have a full testing suite to fully test internal and external systems with the ability to push configuration settings to either environment and refresh data upon request. | | 10 | |
| | C.62 | General | The system will include an administrative or “SuperUser” role that is the only one that can perform user assignments, permission changes, and IT related settings changes such as email setup, SSO configuration, etc. | | 10 | |
| | C.63 | General | Software 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. | | 10 | |

RFP ATTACHMENT 6.2. — SECTION C (continued)

| RESPONDENT LEGAL ENTITY NAME: | | | | | | |
|--|-----------|------------------|--|---------------|---|--------------------|
| Response Page # (Respondent completes) | Item Ref. | Requirement Type | Section C— Technical Qualifications, Experience & Approach Items | Item Score | Evaluation Factor | Raw Weighted Score |
| | | | | THDA USE ONLY | | |
| <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> | | | | | Total Raw Weighted Score: <i>(sum of Raw Weighted Scores above)</i> | |
| Total Raw Weighted Score | | | X 60 <i>(maximum possible score)</i> | | = SCORE: | |
| Maximum Possible Raw Weighted Score <i>(i.e., 5 x the sum of item weights above)</i> | | | | | | |
| <i>State Use – Evaluator Identification:</i> | | | | | | |
| <i>State Use – Solicitation Coordinator Signature, Printed Name & 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.

| RESPONDENT SIGNATURE: | | | | | | |
|----------------------------------|----------------------|--------------|--------------|--------------|--------------|----------------|
| PRINTED NAME & TITLE: | | | | | | |
| DATE: | | | | | | |
| Cost Item Description | Proposed Cost | | | | | State Use Only |
| | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Sum of Cost |
| Implementation | \$ / One Time Fee | | | | | |
| Yearly Licensing | \$ / Year | \$ / Year | \$ / Year | \$ / Year | \$ / Year | |

RFP ATTACHMENT 6.3. (continued)

| | | | | | | |
|--------------------------------|--------|--------|--------|--------|--------|--|
| Training | \$ | \$ | \$ | \$ | \$ | |
| | / Year | |
| Annual Maintenance and Support | \$ | \$ | \$ | \$ | \$ | |
| | / Year | |

| | | | |
|---|-------------------------------------|-----------------|--|
| EVALUATION COST AMOUNT (sum of evaluation costs above): | | | |
| The Solicitation Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations. | | | |
| $\frac{\text{lowest evaluation cost amount from all proposals}}{\text{evaluation cost amount being evaluated}}$ | $\times 10$ (maximum section score) | = SCORE: | |
| <i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i> | | | |

REFERENCE QUESTIONNAIRE

The standard reference questionnaire provided on the following pages of this attachment 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 # 31620-00845".

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 # 31620-00845 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

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

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

| | |
|------------------------|--|
| NAME: | |
| TITLE: | |
| TELEPHONE # | |
| E-MAIL ADDRESS: | |

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

RFP ATTACHMENT 6.5.

SCORE SUMMARY MATRIX

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

RFP #31620-00845 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.

**PRO FORMA CONTRACT
DRAFTED IN COMPLIANCE WITH CURRENT APPLICABLE MODEL**

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
TENNESSEE HOUSING DEVELOPMENT AGENCY
AND
CONTRACTOR NAME**

This Contract, by and between the State of Tennessee, Tennessee Housing Development Agency ("State" or "THDA") and **Contractor Legal Entity Name** ("Contractor"), is for the provision of Human Resources Information System software, hosting, and maintenance services 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 Contract 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. Data – All records, files, documents, information, and other materials provided by or on behalf of THDA.
- b. Human Resources – The functional area within an organization responsible for managing the workforce
- c. PMFA - Multi-Factor Authentication, a security measure that requires users to provide more than one form of verification to access a system or account. This extra layer of protection increases security by making it more difficult for unauthorized users to gain access, even if they compromise one piece of login information.
- d. Proof of Concept is a demonstration of a product in which work is focused on determining whether an idea can be turned into a reality. A POC's goal is not to seek market demand for the concept or choose the best way to produce it. This proof of concept will be a distinct, separate environment for use only by THDA and the vendor.
- e. RDP - Remote Desktop Protocol, is a proprietary protocol developed by Microsoft that allows users to remotely access and control a computer over a network connection. It enables users to interact with the remote computer's desktop as if they were physically present.
- f. SAAS- Software as a Service, is a cloud-based software delivery model where customers access software over the internet through a subscription, rather than purchasing and installing it locally. The provider hosts and manages the underlying infrastructure, including hardware, middleware, and security, while the customer uses the software through a web browser or a dedicated client.
- g. SAML - Security Assertion Markup Language, is an open standard XML-based protocol that enables single sign-on (SSO) to web applications. It allows users to log in once and access multiple applications and services with a single set of credentials, simplifying user sign-on experiences.
- h. WCAG - Web Content Accessibility Guidelines are a set of international guidelines created by the World Wide Web Consortium (W3C) that provide recommendations for making web content accessible to people with disabilities

A.3. The Contractor shall provide a centralized platform for managing core Human Resources functions. The Contractor shall ensure that the system provides operational efficiency, data and security accuracy, real-time reporting, and supports HR processes in a legal and user-friendly manner

- A.4. The Contractor must provide ongoing technical assistance of the system and provide training on the system's functionality for key stakeholders that includes demonstration and reference materials of the system. The contractor must also inform the key stakeholders of any system updates and new features.
- A.5. The system shall comply with all standards presented by the Americans with Disabilities Act (ADA) guidelines concerning web and mobile accessibility and must remain compliant for the duration of this contract. Specifically, the vendor must ensure that the new system meets the minimum ADA Requirements for Web Accessibility Title II including, but not limited to, the updated WCAG 2.1 Level AA requirements referenced in 28 CFR 35.200- Web and Mobile Accessibility and Appendix D to Part 35—Guidance to Revisions to ADA Title II Regulation on Accessibility of Web Information and Services of State and Local Government Entities.
- A.6. The system shall include an Applicant Tracking System that will publish open positions available at THDA and allow applicants to search for, find, review and apply for those positions via a website
 - a. The Applicant Tracking system shall allow THDA to customize questions posed to the applicant as they apply for open positions
 - b. The Applicant Tracking system shall provide a tool to automatically post an open position to common external job search websites
 - c. The Applicant Tracking Module should be able to exclude certain applications based on THDA defined questions that were not answered within defined parameters. HR staff would still be able to see those applications that were removed.
 - d. The Applicant Tracking module should be able to report on veteran, disability and ethnic background status
 - e. The Applicant Tracking module will restrict the visibility of applicants to HR and the hiring managers organization
- A.7. The System shall include an Onboarding module that will be used after selecting an applicant for an open position to walk them through all the steps needed for the hiring process and the initial steps after a new hire
 - a. The onboarding module should have the ability to generate customizable new hire documentation including but not limited to Offer Letters, job descriptions, first day information and parking passes.
 - b. The onboarding module should have a dashboard for HR staff to see where new hires are in the onboarding process.
 - c. The onboarding module should be able to maintain multiple customizable fillable forms that would be electronically distributed to new staff for completion. These could be in a .pdf with a digital signature function. The digital signature would need to be displayed on the same page as what the new employee is signing.
- A.8. The software should have a performance review module that is customizable for goals and core competencies with separate competencies for leaders and individual contributors
 - a. The performance review module should be able to be customized for new hires, probationary goals and reviews vs. annual versions.
 - b. The performance review module should have a tiered approval process that would include direct supervisor, department approval and HR approval
 - c. The performance review module should have a customizable weighting capability to weigh individual goals and core competencies differently
 - d. The performance review module should have the ability to accommodate the setting of due dates for a goal and to weigh in value each goal which reflects the final review calculation.
 - e. The performance review module should allow the employee to add activities to document their progress of their goals and to set the progress of achieving that goal before the goals are due.
 - f. The performance review module should have an end of goal period post review sign-off where the reviewed staff and supervisor would sign off and accept the completed review

- g. The performance review module should have a reporting suite that would include but not limited to incomplete goal submissions, past due evaluations and overall score of completed evaluations
 - h. The performance review module should allow employees to upload documents when completing their self-evaluation
- A.9. The software should be able to take documents and forms saved from multiple software modules and create a "Personnel File" with enhanced system security restricting access to HR staff.
- a. The Personnel File module should be able to report on veteran, disability and ethnic background status
 - b. The Personnel File should be restricted by security to HR with the ability to allow temporary access to the staff member who it belongs to or a hiring manager
 - c. The Personnel File should have distinct and secure areas that can be secured separately
- A.10. The software shall meet the functional requirements detailed below:
- a. The system shall include new administrator training that instructs the administrative user on how to customize and configure the different modules.
 - b. The system shall include an administrative or "SuperUser" role that is the only one that can perform user assignments, permission changes, and IT related settings changes such as email setup, SSO configuration, etc.
 - c. All THDA entered data housed in the system remain the sole property of THDA . When requested, the system shall support a data export of THDA's then-current database in its then-current database format.
 - d. 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.
 - e. No portion of the System must be executed on the client-side or via any kind of RDP implementation. The solution must work with a web proxy for filtering Internet traffic client-side.
 - f. The software 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.
 - g. The HR platform and all modules will be fully hosted by the vendor.
 - h. All the technology used within the software will be kept up to date and patched regularly for security and other maintenance requirements.
 - i. The system shall have a standard up-time of or above 99.5%.
 - j. A Proof of Concept for security measures will be performed before the final contract agreement is signed.
- A.11. 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 THDA 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 THDA shall be entitled to recover the fees paid to Contractor for the Defective goods or services. Any exercise of THDA's rights under this Section

shall not prejudice THDA’s rights to seek any other remedies available under this Contract or applicable law.

A.12. Inspection and Acceptance. THDA shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, THDA determines that the goods or services are Defective, THDA shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to THDA. If after a period of thirty (30) days following delivery of goods or performance of services THDA does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by THDA.

B. TERM OF CONTRACT:

This Contract shall be effective on **August 15, 2025** (“Effective Date”) and extend for a period of **sixty (60) months** after the Effective Date (“Term”). THDA shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of THDA under this Contract exceed **Written Dollar Amount (\$Number)** (“Maximum Liability”). This Contract does not grant the Contractor any exclusive rights. THDA 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 THDA 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 THDA in a total amount as set forth in Section C.1.

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

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

| Goods or Services Description | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|--------------------------------------|-------------------------------|---------------------------|---------------------------|---------------------------|---------------------------|
| Implementation | \$ Number One-Time Fee | | | | |
| Yearly Licensing | \$ Number per Year | \$ Number per Year | \$ Number per Year | \$ Number per Year | \$ Number per Year |
| Training | \$ Number per Year | \$ Number per Year | \$ Number per Year | \$ Number per Year | \$ Number per Year |
| Annual Maintenance and Support | \$ Number per Year | \$ Number per Year | \$ Number per Year | \$ Number per Year | \$ Number per Year |

- 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 THDA only for goods delivered and accepted by THDA 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: Human Resources
AP@thda.org

- 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 THDA);
 - (4) Customer account name: Tennessee Housing Development Agency;
 - (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 THDA is in receipt of an invoice that meets the minimum requirements of this Section C.5.
- C.6. Payment of Invoice. A payment by THDA shall not prejudice THDA's right to object to or question any payment, invoice, or other matter. A payment by THDA 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 THDA, 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. THDA reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and THDA of Tennessee, any amounts that are or shall become due and payable to THDA of Tennessee by the Contractor.
- C.9. Prerequisite Documentation. The Contractor shall not invoice THDA under this Contract until THDA has received the following, properly completed documentation.
 - a. The Contractor shall complete, sign, and present to THDA the "Authorization Agreement for Automatic Deposit Form" provided by THDA. By doing so, the Contractor acknowledges and agrees that, once this form is received by THDA, payments to the Contractor, under this or any other contract the Contractor has with THDA of Tennessee, may be made by ACH; and
 - b. The Contractor shall complete, sign, and return to THDA the THDA-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. THDA 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.

THDA:

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, THDA reserves the right to terminate this Contract upon written notice to the Contractor. THDA's exercise of its right to terminate this Contract shall not constitute a breach of Contract by THDA. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If THDA terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by THDA and for all satisfactory and authorized services completed as of the termination date. Should THDA exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from THDA any actual, general, special, incidental, consequential, or any other damages of any description or amount.
- D.5. Termination for Convenience. THDA may terminate this Contract for convenience without cause and for any reason. THDA 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 THDA or for satisfactory, authorized services completed as of the termination date. In no event shall THDA be liable to the Contractor for compensation for any goods neither requested nor accepted by THDA or for any services neither requested by THDA nor satisfactorily performed by the Contractor. In no event shall THDA's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to THDA 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"), THDA 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 THDA for damages sustained by virtue of any Breach Condition and THDA 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 THDA. 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. THDA 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 THDA a completed Attestation (accessible through the Edison Supplier Portal) and included at Attachment A, semi-annually during the Term. If the Contractor is a party to more than one contract with THDA, the Contractor may submit one attestation that applies to all contracts with THDA. 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 THDA.
 - 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 THDA, the Chief Information Officer, 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 THDA, the Comptroller of the Treasury, or their duly appointed representatives.
- D.13. Progress Reports. The Contractor shall submit brief, periodic, progress reports to THDA 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 THDA and hold it harmless from any costs to THDA arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.
- D.17. Limitation of State's Liability. THDA shall have no liability except as specifically provided in this Contract. In no event will THDA 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. THDA'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 THDA 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 THDA 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 THDA 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 THDA in any legal matter, as the right to represent THDA is governed by Tenn. Code Ann. § 8-6-106.

- D.20. HIPAA Compliance. As applicable, THDA 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 THDA 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 THDA, 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. THDA 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 THDA 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 THDA 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 THDA 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 THDA 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 THDA 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 THDA of any delay caused by a Force Majeure Event (to be confirmed in a written notice to THDA 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, THDA 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 THDA 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 **Attachment A Attestation, Attachment B Liquidated Damages, Attachment C**
- c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
- d. THDA 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. THDA 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 THDA. All insurance companies providing coverage must be: (a) acceptable to THDA; (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 THDA. Contractor agrees to name THDA 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 THDA. Any deductible or self insured retention ("SIR") over fifty thousand dollars (\$50,000) must be approved by THDA. 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 THDA is otherwise named as an additional insured.

Contractor shall provide THDA a certificate of insurance ("COI") evidencing the coverages and amounts specified in this Section. The COI must be on a form approved by the TDCI (standard ACORD form preferred). The COI must list each insurer's National Association of Insurance Commissioners (NAIC) number and be signed by an authorized representative of the insurer. The COI must list the State of Tennessee – CPO Risk Manager, 312 Rosa L. Parks Ave., 3rd floor

Central Procurement Office, Nashville, TN 37243 as the certificate holder. Contractor shall provide the COI ten (10) business days prior to the Effective Date and again thirty (30) calendar days before renewal or replacement of coverage. Contractor shall provide THDA evidence that all subcontractors maintain the required insurance or that subcontractors are included under the Contractor's policy. At any time, THDA 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. THDA reserves the right to require complete copies of all required insurance policies, including endorsements required by these specifications, at any time.

THDA agrees that it shall give written notice to the Contractor as soon as practicable after THDA becomes aware of any claim asserted or made against THDA, but in no event later than thirty (30) calendar days after THDA becomes aware of such claim. The failure of THDA 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 THDA in any legal matter, as the right to represent THDA 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 THDA. 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 THDA 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 THDA or on behalf of THDA 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 THDA or acquired by the Contractor on behalf of THDA 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 THDA 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 **31620-00845 (Attachment Reference)** and resulting in this Contract.

The Contractor shall assist THDA 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 THDA as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against THDA 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 THDA, the Contractor shall satisfy and indemnify THDA 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 THDA arising from any such claim. THDA shall give the Contractor notice of any such claim or suit, however, the failure of THDA to give such notice shall only relieve Contractor of its obligations under this Section to the extent Contractor can demonstrate actual prejudice arising from THDA's failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent THDA in any legal matter, as provided in Tenn. Code Ann. § 8-6-106.

In addition to the above indemnity, if THDA'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 THDA 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, THDA 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 foregoing indemnity does not apply to the extent that the infringement arises from THDA'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 THDA at no additional cost to THDA, 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. THDA Audit Requirements.

When requested by THDA or the Chief Information Officer, the Contractor must provide THDA or the Chief Information Officer with a detailed written description of the Contractor's information technology control environment, including a description of general controls and application controls. The Contractor must also assist THDA or the Chief Information Officer with obtaining a detailed written description of the information technology control environment for any third or fourth parties, or Subcontractors, used by the Contractor to process THDA data and/or provide services under this Contract.

Contractor will maintain and cause its Subcontractors to maintain a complete audit trail of all transactions and activities in connection with this Contract, including all information technology logging and scanning conducted within the Contractor's and Subcontractor's information technology control environment. Upon reasonable notice and at any reasonable time, the Contractor grants THDA or the Chief Information Officer with the right to audit the Contractor's information technology control environment, including general controls and application controls. The audit may include testing the general and application controls within the Contractor's information technology control environment and may also include testing general and application controls for any third or fourth parties, or Subcontractors, used by the Contractor to process State data and/or provide services under this Contract. The audit may include the Contractor's and Subcontractor's compliance with THDA's Enterprise Information Security Policy and all applicable requirements, laws, regulations, or policies.

Upon reasonable notice and at any reasonable time, the Contractor and Subcontractor(s) agree to allow THDA, the Chief Information Officer, or their duly appointed representatives to perform information technology control audits of the Contractor and all Subcontractors used by the Contractor. Contractor will provide to THDA, the Chief Information Officer, or their duly appointed representatives access to Contractor and Subcontractor(s) personnel

for the purpose of performing the information technology control audit. The audit may include interviews with technical and management personnel, physical or virtual inspection of controls, and review of paper or electronic documentation.

The Contractor must have a process for correcting control deficiencies that were identified in THDA's or Chief Information Officer's information technology audit. For any audit issues identified, the Contractor and Subcontractor(s) shall submit a corrective action plan to THDA or the Chief Information Officer which addresses the actions taken, or to be taken, and the anticipated completion date in response to each of the audit issues and related recommendations of THDA or the Chief Information Officer. The corrective action plan shall be provided to THDA or the Chief Information Officer upon request from THDA or Chief Information Officer and within 30 days from the issuance of the audit report or communication of the audit issues and recommendations. Upon request from THDA or Chief Information Officer, the Contractor and Subcontractor(s) shall provide documentation and evidence that the audit issues were corrected.

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

E.5. Information Technology Security Requirements (THDA Data, Audit, and Other Requirements).

a. The Contractor shall protect THDA Data as follows:

- 1) The vendor shall work with THDA's Information Technology staff to confirm security requirements are being met before technical development begins.
- 2) The Contractor shall ensure that all THDA Data is housed in the continental United States, inclusive of backup data. All THDA data must remain in the United States, regardless of whether the data is processed, stored, in-transit, or at rest. Access to THDA data shall be limited to US-based (onshore) resources only.

All system and application administration must be performed in the continental United States. Configuration or development of software and code is permitted outside of the United States. However, software applications designed, developed, manufactured, or supplied by persons owned or controlled by, or subject to the jurisdiction or direction of, a foreign adversary, which the U.S. Secretary of Commerce acting pursuant to 15 CFR 7 has defined to include the People's Republic of China, among others are prohibited. Any testing of code outside of the United States must use fake data. A copy of production data may not be transmitted or used outside the United States.

- 3) The Contractor shall encrypt Confidential THDA Data at rest and in transit using the current version of Federal Information Processing Standard ("FIPS") 140-2 or 140-3 (or current applicable version) validated encryption technologies. The THDA shall control all access to encryption keys. The Contractor shall provide installation and maintenance support at no cost to the THDA.
- 4) The vendor can 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.
- 5) The Contractor and any Subcontractor used by the Contractor to host THDA data, including data center vendors, shall be subject to an annual engagement by a licensed 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") 2 Type 2 examination. The scope of the SOC 2 Type 2 examination engagement must include the Security, Availability, Confidentiality, and Processing Integrity Trust Services Criteria. In addition, the Contractor services that are part of this Contract, including any processing or

storage services, must be included in the scope of the SOC 2 Type 2 examination engagement(s).

- 6) The Contractor must annually review its SOC 2 Type 2 examination reports. Within 30 days of receipt of the examination report, or upon request from the THDA or the Chief Information Officer, the Contractor must provide the THDA or the Chief Information Officer a non-redacted copy of the Contractor's SOC 2 Type 2 examination report(s). The Contractor must review the annual SOC 2 Type 2 examination reports for each of its Subcontractors and must also assist THDA or Chief Information Officer with obtaining a non-redacted copy of any SOC examination reports for each of its Subcontractors, including data centers used by the Contractor to host or process THDA data.

If the Contractor's SOC 2 Type 2 examination report includes a modified opinion, meaning that the opinion is qualified, adverse, or disclaimed, the Contractor must share the SOC report and the Contractor's plan to address the modified opinion with THDA or the Chief Information Officer within 30 days of the Contractor's receipt of the SOC report or upon request from THDA or the Chief Information Officer. If any Subcontractor(s) SOC 2 Type 2 examination report includes a modified opinion, the Contractor must assist THDA or Chief Information Officer with obtaining the Subcontractor(s) SOC report and the Subcontractor(s) plan to address the modified opinion.

The Contractor must have a process for correcting control deficiencies that were identified in the SOC 2 Type 2 examination, including follow-up documentation providing evidence of such corrections. Within 30 days of receipt of the examination report, or upon request from THDA or the Chief Information Officer, the Contractor must provide THDA or the Chief Information Officer with a corrective action plan and evidence of correcting the control deficiencies. The Contractor must require each of its Subcontractors, including data centers used by the Contractor to host THDA data, to have a process for correcting control deficiencies identified in their SOC examination reports and must assist THDA or Chief Information Officer with obtaining a corrective action plan and obtaining evidence of correcting control deficiencies identified in Subcontractor(s) SOC reports.

No additional funding shall be allocated for these examinations as they are included in the Maximum Liability of this Contract.

- 7) The Contractor must annually perform Penetration Tests and Vulnerability Assessments against its Processing Environment per the NIST 800-115 definition. "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 THDA'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 THDA, at its option, to perform Penetration Tests and Vulnerability Assessments on the Processing Environment. The Contractor shall provide a letter of attestation on its processing environment that penetration tests and vulnerability assessments has been performed on an annual basis and taken corrective action to evaluate and address any findings.

In the event of an unauthorized disclosure or unauthorized access to THDA data, THDA's Information Technology Department must be notified and engaged by calling THDA Customer Care Center (CCC) at 615-741-1001. Any such event

must be reported by the Contractor within twenty-four (24) hours after the unauthorized disclosure has come to the attention of the Contractor.

- 8) 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.
- 9) The software provides 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.
- 10) The system stores all data state-side; and that no data will be hosted or replicated internationally.
- 11) If a breach has been confirmed a fully un-modified third-party forensics report must be supplied to THDA and through the THDA Information Technology Department. This report must include indicators of compromise (IOCs) as well as plan of action for remediation and restoration. Contractor shall take all necessary measures to halt any further Unauthorized Disclosures.
- 12) 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 THDA
- 13) Upon termination of this Contract and in consultation with THDA, the Contractor shall destroy, and ensure all subcontractors 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 THDA within ten (10) business days after destruction.

- E.6. 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 THDA. The restrictions on Contractor advertising or marketing materials under this Section shall survive the termination of this Contract.
- E.7. Software License Warranty. Contractor grants a license to THDA to use all software provided under this Contract in the course of THDA's business and purposes.
- E.8. Data Ownership. THDA owns all right, title, and interest in and to its Data input into the software. Contractor agrees that it has no ownership rights, title, or interest to any of THDA's Ddata . This Contract does not grant or imply any license or other rights to Contractor except as expressly set forth in this Contract. If either party terminates the Contract, within thirty (30) business days after THDA's request, Contractor will promptly either (at THDA's election): (i) permanently destroy; or (ii) make available to THDA an electronic copy of THDA's then-current database in its then-current database format available for thirty (30) days via secure transfer server, and then permanently destroy.
- E.9. Software Support and Maintenance Warranty. Contractor shall provide to THDA with all software upgrades, modifications, bug fixes, or other improvements in its software that it makes generally available to its customers.
- E.10. Americans with Disabilities Act. The Contractor must comply with the Americans with Disabilities Act (ADA) of 1990, as amended, including implementing regulations codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities," and any other laws or regulations governing the provision of services to

persons with a disability, as applicable. For more information, please visit the ADA website: <http://www.ada.gov>.

- E.11. Extraneous Terms and Conditions. Contractor shall fill all orders submitted by THDA under this Contract. No purchase order, invoice, or other documents associated with any sales, orders, or supply of any good or service under this Contract shall contain any terms or conditions other than as set forth in the Contract. Any such extraneous terms and conditions shall be void, invalid and unenforceable against THDA. Any refusal by Contractor to supply any goods or services under this Contract conditioned upon THDA submitting to any extraneous terms and conditions shall be a material breach of the Contract and constitute an act of bad faith by Contractor.
- E.12. Security Requirements. Contractor warrants that it will cooperate with THDA in the course of performance of the Contract to ensure compliance with any THDA security requirements.
- E.13. 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.14. Liquidated Damages. If Contractor enters into the contract and terminates or refuses to perform prior to the system going live, or Contractor fails to provide any of the items in Sections A.3 through A.5., ("Liquidated Damages Event"), the State may assess damages on Contractor ("Liquidated Damages"). The State shall notify the Contractor of amounts to be assessed as

Liquidated Damages. The Parties agree that due to the complicated nature of the Contractor's obligations under this Contract it would be difficult to specifically designate a monetary amount for Contractor's failure to fulfill its obligations regarding the Liquidated Damages Event as these amounts are likely to be uncertain and not easily proven. Contractor has carefully reviewed the Liquidated Damages contained in Attachment B and agrees that these amounts represent a reasonable relationship between the amount and what might reasonably be expected in the event of a Liquidated Damages Event, and are a reasonable estimate of the damages that would occur from a Liquidated Damages Event. The Parties agree that the Liquidated Damages represent solely the damages and injuries sustained by the State in losing the benefit of the bargain with Contractor and do not include any injury or damage sustained by a third party. The Contractor agrees that the Liquidated Damages are in addition to any amounts Contractor may owe the State pursuant to the indemnity provision or any other sections of this Contract.

The State is not obligated to assess Liquidated Damages before availing itself of any other remedy. The State may choose to discontinue Liquidated Damages and avail itself of any other remedy available under this Contract or at law or equity.

- E.15. **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.16. **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.

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

TENNESSEE HOUSING DEVELOPMENT AGENCY:

RALPH M. PERREY, EXECUTIVE DIRECTOR

DATE

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

| | |
|---|--|
| SUBJECT CONTRACT NUMBER: | |
| CONTRACTOR LEGAL ENTITY NAME: | |
| EDISON VENDOR IDENTIFICATION NUMBER: | |

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

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. Attach evidence documenting the individual's authority to contractually bind the Contractor, unless the signatory is the Contractor's chief executive or president.

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION

LIQUIDATED DAMAGES

| Liquidated Damages Event | Liquidated Damages |
|---|--|
| Contractor enters into the contract and terminates or refuses to perform prior to the system going live | 10% of the Max Liability of the Contract due within thirty (30) days of the Liquidated Damages Event. |
| Contractor fails to provide any of the items is Sections A.3 through A.5 | 5% of the Max Liability of the Contract due within thirty (30) days of the Liquidated Damages Event. For the avoidance of doubt, A.3 – A.10 would each count separately as a Liquidated Damages Event. |