

Supplemental Documentation Required for
Fiscal Review Committee

*Contact Name:	Debra Murray	*Contact Phone:	615-815-2053		
*Presenter's name(s):	Jeboria Scott				
Edison Contract Number: <i>(if applicable)</i>	60478	RFS Number: <i>(if applicable)</i>	31620-00475		
*Original or Proposed Contract Begin Date:	Oct. 15, 2018	*Current or Proposed End Date:	Oct. 14, 2023		
Current Request Amendment Number: <i>(if applicable)</i>	31620-00539				
Proposed Amendment Effective Date: <i>(if applicable)</i>	January 2, 2020				
*Department Submitting:	Tennessee Housing Dev. Agency				
*Division:	Section 8 Rental Assistance				
*Date Submitted:	November 1, 2019				
*Submitted Within Sixty (60) days:	Yes				
<i>If not, explain:</i>					
*Contract Vendor Name:	CGI Federal				
*Current or Proposed Maximum Liability:	2,000,000				
*Estimated Total Spend for Commodities:					
*Current or Proposed Contract Allocation by Fiscal Year: <i>(as Shown on Most Current Fully Executed Contract Summary Sheet)</i>					
FY: 2019	FY: 2020	FY: 2021	FY: 2022	FY 2023	FY
\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$
*Current Total Expenditures by Fiscal Year of Contract: <i>(attach backup documentation from Edison)</i>					
FY:	FY:	FY:	FY:	FY	FY
\$188,237.50	\$114,335.50	\$	\$	\$	\$
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:					
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:					
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:					

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Fiscal Review Committee

*Contract Funding Source/Amount:			
State:		Federal:	2,000,000
<i>Interdepartmental:</i>		<i>Other:</i>	
If "other" please define:			
If "interdepartmental" please define:			
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>	
Method of Original Award: <i>(if applicable)</i>		Competitive Selection (RFP)	
<p>*What were the projected costs of the service for the entire term of the contract prior to contract award? How was this cost determined?</p>		Services were obtained through a competitive procurement	
<p>*List number of other potential vendors who could provide this good or service; efforts to identify other competitive procurement alternatives; and the reason(s) a sole-source contract is in the best interest of the State.</p>		Services were obtained through a competitive procurement	
<p>*Provide information on the circumstances and status of any disciplinary action taken or pending against the vendor during the past 5 years with state agencies/ departments, professional organizations, or through any legal action.</p>		N/A	
<p>*In addition, please provide any information regarding the due diligence that the Department has taken to ensure that the vendor is not or has not been involved in any circumstances related to illegal activity, including but not limited to fraud.</p>		RFP Section B	



Tennessee Housing Development Agency

Andrew Jackson Building Third Floor
502 Deaderick St., Nashville, TN 37243

Bill Lee
Governor

Ralph M. Perrey
Executive Director

MEMORANDUM

TO: Fiscal Review Committee

FROM: Jeboria Scott, Director of Section 8 Rental Assistance

DATE: Oct. 31, 2019

RE: Request to appear before the fiscal review committee regarding an amendment to competitively bid contract #60478

This memorandum details the terms of THDA's contract amendment with CGI that is before the Fiscal Review Committee, as well as the justification for the amendment.

THDA contracted with CGI for it to provide On-Site Housing Quality Standard ("HQS") Inspections, for the Section 8 Housing Choice Voucher ("HCV") Program. The contact between THDA and CGI was competitively procured through a request for proposals, which resulted in a five (5) year contract term of October 15, 2018 to October 14, 2023. The contract was fully executed on September 26, 2018. Subsequently, the THDA proposed amendments to the THDA's Administrative Plan, which include the policies and procedures for the administration of the HCV Program by THDA. The proposed amendments to the THDA's Administrative Plan impact the current contract with CGI. Such changes are currently pending approval by the Secretary of State. Once effective, CGI is responsible for complying with all such changes. Therefore, the THDA is currently undertaking the process of revising the contract with CGI to reflect all of the upcoming changes that will be implemented. These changes include:

A.3.b.2. – Paragraph added to outline that CGI is responsible for mailing inspection notices at least 5 business days prior to inspection

A.3.b.3. – 72 hours changed to 3 business days

A.3.b.4. – Rather than stating an inspection is just scheduled within 7 days, change reflects that an inspection is to be scheduled and conducted within 10 business days

A.3.b.5. – 72 hours changed to 3 business days and a letter shall be mailed to tenant and landlord

A.3.b.6. – Paragraph added to outline missed inspections; notices to be provided and a second inspection scheduled and conducted within 7 business days

A.3.c.1. – 7-14 days changed to 7 business days

A.3.d.3. – 14 days changed to 10 business days

A.3.d.5. – Added language regarding reasonable wait times by inspectors; inspectors should wait at least 10 minutes and if arriving outside of scheduled time block, and participant or landlord are ok with it, the inspection can still take place; 14 business days changed to 10 business days

A.3.d.6. – Paragraph added to address an inspector missed appointment; should be rescheduled within 5 business days

A.3.e.1. – Paragraph added to address special and complaint inspections. This was not addressed in original contract and should reflect the same criteria as annual/biennial, when requested

A.5.b.1. – 24 hours changed to 2 business days

A.5.b.2. – 24 hours changed to 2 business days

A.5.c. – Title changed to Annual/Biennial Inspection Requirements

A.5.c.1. – 24 hours changed to 2 business days

A.5.d. – Title changed to Abatement (Annual/Biennial/Quality/Complaint Inspections)

A.5.d.1. – Added language regarding late submission of self-certifications and the possibility of accepting a THDA Landlord HQS Affidavit

A.5.e. – Title changed to Extensions (Annual/Biennial/Quality/Complaint Inspections)

A.5.e.1. – Removed sentence regarding CGI being responsible for approving and tracking allowable extensions

A.5.e.2. – Added language regarding extensions. CGI should track them and THDA will approve or deny as well as be responsible for deciding if evidence of work completed is sufficient

The THDA seeks approval of this committee to accept the proposed changes to the CGI contract.

Thank you for your consideration.



CONTRACT

(fee-for-goods or services contract with an individual, business, non-profit, or governmental entity of another state)

Begin Date October 15, 2018	End Date October 14, 2023	Agency Tracking # 31620-00475	Edison Record ID 60478
Contractor Legal Entity Name CGI Federal			Edison Vendor ID 169116

Goods or Services Caption (one line only)
S8RA On-Site HQS Inspections

Contractor <input checked="" type="checkbox"/> Contractor	CFDA #
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Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2019		\$400,000			\$400,000
2020		\$400,000			\$400,000
2021		\$400,000			\$400,000
2022		\$400,000			\$400,000
2023		\$400,000			\$400,000
TOTAL:		\$2,000,000			\$2,000,000

Contractor Ownership Characteristics:

- Minority Business Enterprise (MBE): African American, Asian American, Hispanic American, Native American
- Woman Business Enterprise (WBE)
- Tennessee Service Disabled Veteran Enterprise (SDVBE)
- Tennessee Small Business Enterprise (SBE): \$10,000,000.00 averaged over a three (3) year period or employs no more than ninety-nine (99) employees.
- Other:

Selection Method & Process Summary (mark the correct response to confirm the associated summary)

- Competitive Selection RFP with 3 proposals
- Other

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

Jan W Brown

Speed Chart (optional)	Account Code (optional)
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**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
TENNESSEE HOUSING DEVELOPMENT AGENCY
AND
CGI FEDERAL INC.**

This Contract, by and between the State of Tennessee, Tennessee Housing Development Agency, an instrumentality and political subdivision of the State of Tennessee, ("State" or "THDA") and CGI FEDERAL INC. ("Contractor"), is for the provision of Section 8 Rental Assistance (S8RA) On-Site Housing Quality Standard (HQS) Inspections, 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 For-Profit Corporation
Contractor Place of Incorporation or Organization: Delaware
Contractor Edison Registration ID # 169116

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 the Contractor in their "Section C- Technical Qualifications, Experience & Approach Items" Response to RFP 31620-00475, known as Attachment 2, or elsewhere in this Contract. To the extent that "Section C- Technical Qualifications, Experience & Approach Items" Response to RFP 31620-00475 does not conflict with the other terms and conditions of this Contract, the response to "Section C- Technical Qualifications, Experience & Approach Items" is incorporated in the SCOPE of this Contract.

A.2. Purpose: The Tennessee Housing Development Agency (THDA) manages 6,181 Housing Choice and Mainstream program vouchers through an Annual Contributions Contract with the Department of Housing and Urban Development (HUD). In the voucher program, eligible families lease privately owned units of their choice, and THDA assists with the rental and utility payments. Units approved for participation must comply with HUD Housing Quality Standards (HQS). As part of the requirements for administering the vouchers, a physical inspection is required to determine compliance with HUD's Housing Quality Standards (HQS). An HQS inspection is conducted before an eligible family initially moves into a unit and at least every 12 months (annually) while an assisted family resides in a unit. THDA is seeking proposals for the completion of HQS inspections for voucher units located in 75 Tennessee counties (Anderson, Bedford, Benton, Blount, Campbell, Cannon, Carroll, Cheatham, Chester, Claiborne, Clay, Cocke, Coffee, Crockett, Cumberland, Davidson, Decatur, DeKalb, Dyer, Fayette, Fentress, Franklin, Gibson, Giles, Grainger, Hamblen, Hardeman, Hardin, Haywood, Henderson, Henry, Hickman, Houston, Humphreys, Jackson, Jefferson, Knox, Lake, Lauderdale, Lawrence, Lincoln, Loudon, Macon, Madison, Marshall, Maury, McNairy, Monroe, Montgomery, Moore, Morgan, Obion, Overton, Perry, Pickett, Putnam, Roane, Robertson, Rutherford, Scott, Sevier, Shelby, Smith, Stewart, Sumner, Tipton, Trousdale, Union, Van Buren, Warren, Wayne, Weakley, White, Williamson, and Wilson), as further defined in the "Scope of Services."

A.3. Scheduling Inspections.

A.3.a. General Criteria.

The Contractor will mail the tenant and landlord a notice of inspection outlining a 3-hour window of arrival. Arrival time needs to be documented. If unforeseeable circumstances cause the inspector to arrive early or late for a scheduled inspection, the inspection may proceed with consent from the tenant, landlord or their representative, but the Contractor must document the reason for the modification in the Contractor database software system

A.3.b. Initial Inspections.

- 1) THDA will generate an Initial inspection request upon approval of a Request for Tenancy Approval RFTA (s). Inspection information will be exported and sent electronically nightly by THDA to the Contractor via an agreed-upon secure transmission method. The file will include the client name, Inspection ID, landlord or designee name, landlord mailing address, landlord phone number, and RFTA received date.
- 2) The Contractor will make contact attempts with the landlord or their identified designee by telephone within 72 hours of the Contractor's receipt of the inspection request to schedule the initial inspection.
- 3) Once contact is made with the landlord or their designee, an inspection will be scheduled within seven (7) days (excluding observed holidays) of the contact date.
- 4) If the Contractor is unable to reach the landlord or a designee after three (3) attempts (72 hours), the Contractor will generate a notice letter to the tenant and the landlord or designee and contact the designated HQS contact at THDA. The Contractor must document all phone attempts in the Contractor's database software system.
- 5) If the landlord or designee misses the inspection appointment, a second appointment may be scheduled with the permission of the Director of Rental Assistance or designee and document in the Contractor's database software system.
- 6) If a client changes their mind about a unit (after submitting an RFTA), which has been approved by THDA and sent to the Contractor, THDA will contact the Contractor to determine if the inspection is scheduled. In cases where the inspection has not been scheduled or conducted, THDA will notify the Contractor to cancel the inspection with the landlord or designee and send a cancel inspection to the Contractor via the nightly file transfer.
- 7) If two inspection appointments are missed during the initial certification, the RFTA will be cancelled, unless the second missed appointment is due to a verified medical emergency of the owner or a household member.

A.3.c. Re-inspections (Initials)

- 1) The Contractor is responsible for communicating with the landlord or designee to schedule re-inspection for all initial move-in inspections (including relocation moves) where fail items are found. The Contractor will conduct a re-inspection within seven (7) to fourteen (14) days of the prior failed inspection. If an earlier re-inspection is requested by the landlord, the Contractor will schedule the re-inspection for the first available date.
- 2) The unit must pass the first re-inspection appointment date for approval. Additional re-inspections appointment dates are not allowed without approval by the THDA Rental Assistance Director or designee. THDA will notify Contractor of approval of an additional re-inspection through the nightly file transfer. The Contractor must document the approval of the re-inspection in the Contractor's database software system.

A.3.d. Annual/Biennial Inspections.

- 1) THDA will establish the criteria to determine whether a unit will be inspected as an annual inspection or whether it is selected to be inspected biennially. If a unit is selected for annual inspection, the Contractor will inspect the unit within 12 months of the last passed inspection. If a unit is selected for biennial inspection, the inspection must be conducted within 24 months of the last passed inspection.
- 2) THDA will provide a monthly file export within the first 5 business days of every month of annual and/or biennial inspection information to the Contractor's accessible database via an agreed upon format and transfer methodology. This monthly file export will include annual and/or biennial inspections with a due day 60-90 days after the file export date. The file will include the

Inspection ID, tenant name, tenant unit address, tenant mailing address, tenant phone number, landlord or designee name, landlord mailing address, landlord phone number, and date of last inspection.

3) The Contractor is responsible for mailing inspection notices to the tenant and the landlord or designee no less than 14 business days (excluding observed holidays) prior to the scheduled inspection date. If circumstances require a deviation from this deadline, the Contractor must document the reason for the modification in the Contractor's database software system.

4) The Contractor must establish a practice of contacting all tenants by phone with an inspection appointment reminder no less than a week to 48 hours prior to the scheduled inspection date to reduce missed inspections.

5) If the landlord or designee or tenant is not at the unit to allow entry for the inspection (no-show), it is considered a missed appointment. One (1) additional appointment should be scheduled within fourteen (14) days. If the second appointment is missed (no-show), the Contractor should report the unit as no-show status to THDA. All missed appointments must be recorded and communicated to THDA via a nightly file transfer.

A.4. Inspection Criteria (all inspection types).

A.4.a. General Criteria

1) Inspections must be conducted in compliance with 24 CFR 982.401, supplemental HUD guidance and Public and Indian Housing Notices related to HQS, the Lead Safe Housing Regulations at 24 CFR Part 35, Subparts A, B, M and R, the THDA Administrative Plan and industry best practices.

2) Inspection results must be recorded on the HUD HQS inspection checklist (HUD Form-52580) in compliance with the HUD HQS Inspection form (HUD Form 52580a).

3) The Contractor must assess who is responsible for any repair or fail item (tenant responsibility or owner responsibility) using HUD guidance, the THDA Administrative Plan or documented industry practice to guide decisions.

4) The Contractor must assess whether a repair is routine or a life-threatening emergency using HUD guidance and the THDA Administrative Plan.

A.4.b. On-Site Maintenance (all inspections types).

The Contractor must perform the following onsite maintenance at inspected units using their own provided supplies when such replacement would eliminate the need to perform a 24 hour emergency re-inspection or 30 day re-inspection at the unit: repair/replace damaged or missing light switch and outlet covers; repair/replace missing smoke alarm battery(ies). The Contractor is not responsible to provide such maintenance when other repair items are found that would require re-inspection of the unit within 24 hours (for emergency repair items) or 30 days (for routine items).

A.5. Inspection Results.

A.5.a. General Criteria (all inspections).

Contractor inspection results will transfer to THDA's Elite software system via an API interface to allow real time import of data from the Contractor database containing inspection ID, date of inspection, inspection results (including extension information), and comments. This data will be stored at a central database in a format accessible to both THDA and the Contractor.

A.5.b. Initial Inspections Requirements.

1) Following completion of the inspection, the Contractor will mail an inspection result letter to the landlord or designee and tenant within two (2) business days of the inspection date. The letter must include either a pass or fail designation, and where the unit fails inspection, describe the items that failed with sufficient detail to allow appropriate repair. The letter shall also include the deadline by which repairs must be made: no more than 30 days from the date of the inspections.

2) Following the completion of the re-inspection, the Contractor will also provide a result letter to the landlord or designee and tenant for any remaining fail items, within 24 hours of the re-inspection date and document in the Contractor's database software system.

3) The Contractor is responsible for collecting any THDA required landlord certifications as part of the inspection process prior to reporting the unit as passed and document in the Contractor's database software system.

A.5.c. Annual Inspection Requirements.

1) The Contractor will provide documentation of any failed items to the landlord/designee and tenant within two (2) business days of the inspection date. The documentation must describe the failed items with sufficient detail to allow appropriate repair and the deadline by which repairs must be made and any requisite instructions regarding any emergency repairs and self-certification. If circumstances require a deviation from this deadline, the Contractor must document the reason for the modification in the Contractor's database software system.

If the unit passes the HQS inspection, an HQS inspection pass card will be left with the tenant and a pass letter will be mailed to the owner. The Contractor will document these activities in the Contractor's database software system.

2) The Contractor is responsible for collecting any THDA required landlord certifications as part of the inspection process prior to reporting the unit as passed. The Contractor will document these activities in the Contractor's database software system.

3) In lieu of physical re-inspections for annual inspections a landlord self-certification within 30 days of the date of the completed inspection is allowed for all repairs except those defined as life-threatening or an emergency. Life-threatening or emergency repair items, a physical re-inspection must be conducted the next business day to ensure repairs have been made. If the next business day is a weekend or holiday, the re-inspection of the needed emergency repairs will be scheduled for the following business day.

4) The Contractor will include a blank copy of the THDA approved Landlord Self Certification form with the inspection results letter.

5) The Contractor will track the timely receipt of and store a copy of the signed self-certification form. The pass date communicated to THDA will be the lesser of the date the self-certification is received by the Contractor or the date of the postmark, if mailed. If the self-certification is not received on or before the 30th date after the inspection date, the unit should be reported in fail status for abatement purposes with a comment that the self-certification was not received. The Contractor will track and document all inspection results and self-certification documentation.

A.5.d. Abatement (Annual/Biennial/Quality Inspections).

1) In the circumstance that a unit fails a re-inspection or the landlord or designee fails to return the fully executed (signed by landlord and tenant) Self Certification form, where applicable, within the required time frames, the rental subsidy must be abated or stopped. The Contractor will be responsible to track the receipt of the self-certification form or conduct a timely re-inspection where required.

2) When a unit fails a re-inspection or the landlord fails to return the self-certification, the Contractor must notify the identified person(s) at THDA of the non-compliance within 24 hours

through the nightly export or other agreeable method(s) to ensure abatement procedures may be followed.

A.5.e. Extensions (Annual/Biennial/Quality Inspections).

THDA policy allows extensions when a repair must be delayed due to circumstances that are not within the landlord or tenant's control (such as severely inclement weather). The extension may not exceed 30 days unless the Director of Rental Assistance or designee approves a longer delay. The Contractor is responsible for approving and tracking allowable extensions and communicating the extension to THDA through the nightly export or other agreeable method.

The Contractor must document in the Contractor's database software system whether the extension was approved or denied and whether the approval was received verbally or by written communication.

A.6. Document Retention.

A.6.a. General Criteria.

1) The Contractor will maintain an electronic copy of the HUD Inspection booklet, inspection appointment letters, completed HQS Inspection Checklist, pass/fail repair letters, landlord self-certification, landlord Affidavits; extension documentation, inspection notes or comments, and all other relevant inspection communication or documentation. The documents must be accessible to THDA to view or print via a web-based interface that utilizes current industry standard encryption methods via SSL or TLS.

2) The Contractor will maintain all HQS documents referenced above for a period of 3 years after the inspection date in the Contractor's database software system and provide such information to THDA upon request in a format and via a transfer method mutually agreed upon at the time of the request.

A.7. Audit/Quality Control Inspections.

A.7.a. General Criteria.

1) Upon the sole discretion of THDA, THDA may request the Contractor to provide audit inspections for quality control purposes.

2) Audit inspections must involve a random selection of units (number of inspection to be identified by THDA) and may not be conducted by the inspector who conducted the most recent full inspection of the unit.

3) The Contractor must ensure when conducting an audit inspection, that the unit selected for the audit inspection received a completed initial or annual/biennial inspection within the last 90 days.

4) Inspection criteria for audit inspections are the same as identified above for Annual inspections.

5) Inspection results follow the same procedures as outlined under general criteria and annual recertification criteria, other than the inspection must be identified in the Contractor export file as an audit or special inspection.

A.8. Special Considerations.

If at any time HUD converts or changes the Housing Quality Standards (HQS) inspection standards for the HCV program to another standard, such as Uniform Physical Condition Standards for Vouchers (UPCS-V), the Contractor must comply with the new requirements when conducting physical inspections under this Contract within a reasonable time frame as

determined by THDA and the Contractor. In the event of a HUD required standard change, HUD will offer lead time for transition.

- A.9. Warranty. Contractor represents and warrants that the term of the warranty ("Warranty Period") shall be the greater of the Term of this Contract or any other warranty generally offered by Contractor, its suppliers, or manufacturers to customers of its goods or services. The goods or services provided under this Contract shall conform to the terms and conditions of this Contract throughout the Warranty Period. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a "Defect" and shall be considered "Defective." If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge.

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

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

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

- A.10. Inspection and Acceptance. The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30) days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.

B. TERM OF CONTRACT:

This Contract shall be effective for the period beginning on October 15, 2018 ("Effective Date") and ending on October 14, 2023, ("Term"). The State shall have no obligation for goods delivered or services provided by the Contractor prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed two million dollars (\$2,000,000.00) ("Maximum Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.
- C.2. Compensation Firm. The payment methodology in Section C.3. of this Contract shall constitute the entire compensation due the Contractor for all goods or services provided under this Contract regardless of the difficulty, materials or equipment required. The payment methodology includes all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor.
- C.3. Payment Methodology. The Contractor shall be compensated based on the payment methodology for goods or services authorized by the State in a total amount as set forth in Section C.1.

- a. The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.
- b. The Contractor shall be compensated based upon the following payment methodology:

Goods or Services Description	Amount
Initial HQS Inspection	\$ 58.00 per Unit
Re-inspection	\$ 44.00 per Unit
Annual/Biennial HQS Inspection	\$ 58.00 per Unit
Complaint Inspections	\$ 58.00 per Unit
Audit/QC Inspections	\$ 58.00per Unit
Landlord Self-Certification	\$ 19.50r per Packet
No shows	\$ 25.50

- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.
- C.5. Invoice Requirements. The Contractor shall invoice the State only for goods delivered and accepted by the State or services satisfactorily provided at the amounts stipulated in Section C.3., above. Contractor shall submit invoices and necessary supporting documentation, no more frequently than once a month, and no later than thirty (30) days after goods or services have been provided to the following address:

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

- a. Each invoice, on Contractor's letterhead, shall clearly and accurately detail all of the following information (calculations must be extended and totaled correctly):
 - (1) Invoice number (assigned by the Contractor);
 - (2) Invoice date;
 - (3) Contract number (assigned by the State);
 - (4) Customer account name: THDA & S8RA
 - (5) Customer account number (assigned by the Contractor to the above-referenced Customer);
 - (6) Contractor name;
 - (7) Contractor Tennessee Edison registration ID number;
 - (8) Contractor contact for invoice questions (name, phone, or email);
 - (9) Contractor remittance address;
 - (10) Description of delivered goods or services provided and invoiced, including identifying information as applicable;
 - (11) Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
 - (12) Applicable payment methodology (as stipulated in Section C.3.) of each good or service invoiced;
 - (13) Amount due for each compensable unit of good or service; and
 - (14) Total amount due for the invoice period.
- b. Contractor's invoices shall:
 - (1) Only include charges for goods delivered or services provided as described in Section A and in accordance with payment terms and conditions set forth in Section C;
 - (2) Only be submitted for goods delivered or services completed and shall not include any charge for future goods to be delivered or services to be performed;

- (3) Not include Contractor's taxes, which includes without limitation Contractor's sales and use tax, excise taxes, franchise taxes, real or personal property taxes, or income taxes; and
 - (4) Include shipping or delivery charges only as authorized in this Contract.
 - c. The timeframe for payment (or any discounts) begins only when the State is in receipt of an invoice that meets the minimum requirements of this Section C.5.
- C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or other matter. A payment by the State shall not be construed as acceptance of goods delivered, any part of the services provided, or as approval of any amount invoiced.
- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment that is determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, to not constitute proper compensation for goods delivered or services provided.
- C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee, any amounts that are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following, properly completed documentation.
 - a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
 - b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

D. MANDATORY TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is duly approved by the Parties and all appropriate State officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Contract, this may include approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement Officer. Approvals shall be evidenced by a signature or electronic approval.
- D.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective Party at the appropriate mailing address, facsimile number, or email address as stated below or any other address provided in writing by a Party.

The State:

Debra Murray, Director of Operations
Tennessee Housing Development Agency
Andrew Jackson Building, Third Floor, 502 Deaderick Street, Nashville, TN 37243

dmurray@thda.org
615-815-2053

The Contractor:

Panos Kyprianou, VPC
CGI Federal Inc.
1001 Lakeside Avenue, Suite 800, Cleveland, OH 44114-1151
Panos.Kyprianou@cgifederal.com
216-416-6415

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

- D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials.
- D.4. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to the Contractor. The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.
- D.5. Termination for Convenience. The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.
- D.6. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"), the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.
- D.7. Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.
- D.8. Conflicts of Interest. The Contractor warrants that no part of the Contractor's compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this

Contract.

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

D.9. Equal Opportunity. During the performance of this Contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - (1) Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising;
 - (2) Layoff or termination;
 - (3) Rates of pay or other forms of compensation; and
 - (4) Selection for training, including apprenticeship.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

If the State approves any subcontract, the subcontract shall include paragraphs (a) and (b) above.

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, in writing, by submitting to the State a completed and signed copy of the document at Attachment 1, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.
- b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.
- c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.

- d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.
- D.11. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.12. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.13. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.14. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.
- D.15. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one Party are not employees or agents of the other Party.
- D.16. Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless for any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.
- D.17. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. The State's total liability under this Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability. This limitation of liability is cumulative and not per incident.
- D.18. Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal

to two (2) times the Maximum Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (i) intellectual property or any Contractor indemnity obligations for infringement for third-party intellectual property rights; (ii) any claims covered by any specific provision in the Contract providing for liquidated damages; or (iii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death.

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

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

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

- a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.
- b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.
- c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
- d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

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

member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.

- D.22. Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.
- D.23. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor's performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.
- D.25. State and Federal Compliance. The Contractor shall comply with all applicable state and federal laws and regulations in the 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. 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 - 407.
- 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 1 "Attestation Re Personnel Used in Contract Performance," and Attachment 2 "Contractor's Response to RFP 31620-00475 Section C- Technical Qualifications, Experience & Approach Items";
 - c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
 - d. the State solicitation, as may be amended, requesting responses in competition for this Contract;
 - e. any technical specifications provided to proposers during the procurement process to award this Contract; and
 - f. the Contractor's response seeking this Contract.
- D.31. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101 et.seq., addressing contracting with persons as defined at T.C.A. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Contract. The Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.32. Insurance. Contractor shall maintain insurance coverage as specified in this Section. The State reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract. Contractor's failure to maintain or submit evidence of insurance coverage, as required, is a material breach of this Contract. If Contractor loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Contractor shall immediately notify the State. All insurance companies providing coverage must be: (a) acceptable to the State; (b) authorized by the Tennessee Department of Commerce and Insurance ("TDCI"); and (c) rated A- / VII or better by A.M. Best. All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the State. Contractor agrees to name the State as an additional insured on any insurance policy with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) insurance. All policies must contain an endorsement for a waiver of subrogation in favor of the State. Any deductible or self insured retention ("SIR") over fifty thousand dollars (\$50,000) must be approved by the State. The deductible or SIR and any premiums are the Contractor's sole responsibility. The Contractor agrees that the insurance requirements specified

in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.

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

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

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

The insurance obligations under this Contract shall be: (1)—all the insurance coverage and policy limits carried by the Contractor; or (2)—the minimum insurance coverage requirements and policy limits shown in this Contract; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and minimum required policy limits, which are applicable to a given loss, shall be available to the State. No representation is made that the minimum insurance requirements of the Contract are sufficient to cover the obligations of the Contractor arising under this Contract. The Contractor shall obtain and maintain, at a minimum, the following insurance coverages and policy limits.

a. Commercial General Liability ("CGL") Insurance

- 1) The Contractor shall maintain CGL, which shall be written on an ISO Form CG 00 01 occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises and operations products and completed operations, bodily injury, personal and advertising injury,

and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

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

b. Workers' Compensation and Employer Liability Insurance

- 1) For Contractors statutorily required to carry workers' compensation and employer liability insurance, the Contractor shall maintain:
 - i. Workers' compensation in an amount not less than one million dollars (\$1,000,000) including employer liability of one million dollars (\$1,000,000) per accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit by disease, and one million dollars (\$1,000,000) per employee for bodily injury by disease.
- 2) If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:
 - i. The Contractor employs fewer than five (5) employees;
 - ii. The Contractor is a sole proprietor;
 - iii. The Contractor is in the construction business or trades with no employees;
 - iv. The Contractor is in the coal mining industry with no employees;
 - v. The Contractor is a state or local government; or
 - vi. The Contractor self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

c. Automobile Liability Insurance

- 1) The Contractor shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles).
- 2) The Contractor shall maintain bodily injury/property damage with a limit not less than one million dollars (\$1,000,000) per occurrence or combined single limit.

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

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. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit

Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Contract.

- E.3. Intellectual Property Indemnity. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State concerning or arising out of any claim of an alleged patent, copyright, trade secret or other intellectual property infringement. In any such claim or action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Contractor shall be responsible for all legal or other fees or expenses incurred by the State arising from any such claim. The State shall give the Contractor notice of any such claim or suit, however, the failure of the State to give such notice shall only relieve Contractor of its obligations under this Section to the extent Contractor can demonstrate actual prejudice arising from the State's failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tenn. Code Ann. § 8-6-106.
- E.4. Software License Warranty. Contractor grants a license to the State to use all software provided under this Contract in the course of the State's business and purposes.
- E.5. Software Support and Maintenance Warranty. Contractor shall provide to the State all software upgrades, modifications, bug fixes, or other improvements in its software that it makes generally available to its customers.
- E.6. Public Accountability. If the Contractor is subject to Tenn. Code Ann. §§ 8-4-401, *et seq.*, or if this Contract involves the provision of services to citizens by the Contractor on behalf of the State, the Contractor agrees to establish a system through which recipients of services may present grievances about Contractor's operation of the service program. The Contractor shall also display in a prominent place, located near the passageway through which the public enters in order to receive contract-supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating the following:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY THAT YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454

The sign shall be of the form prescribed by the Comptroller of the Treasury. The contracting state agency shall request copies of the sign from the Comptroller of the Treasury and provide signs to contractors.

- E.7. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member

of Congress in connection with any contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- E.8. 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 RFP # 31620-00475 (Attachment 2) and resulting in this Contract.

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

<https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810>.

- E.9. 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.

- E10. 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 and/or procure 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.

- E.11. Federal Funding Accountability and Transparency Act (FFATA). This Contract requires the Contractor to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Contractor provides information to the State as required.

The Contractor shall comply with the following:

- a. Reporting of Total Compensation of the Contractor's Executives.

- (1) The Contractor shall report the names and total compensation of each of its five most highly compensated executives for the Contractor's preceding completed fiscal year, if in the Contractor's preceding fiscal year it received:
- i. 80 percent or more of the Contractor's annual gross revenues from federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 C.F.R. § 229.402(c)(2)):
- i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with

respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Contractor must report executive total compensation described above to the State by the end of the month during which this Contract is awarded.
- c. If this Contract is amended to extend the Term, the Contractor must submit an executive total compensation report to the State by the end of the month in which the term extension becomes effective.
- d. The Contractor will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>

The Contractor's failure to comply with the above requirements is a material breach of this Contract for which the State may terminate this Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Contractor unless and until the Contractor is in full compliance with the above requirements.

- E.12. 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,

CGI FEDERAL INC.:



09/26/2018

CONTRACTOR SIGNATURE

DATE

Panos Kyprianou, Vice President of Consulting Services

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

TENNESSEE HOUSING DEVELOPMENT AGENCY:



RALPH M. PERREY, EXECUTIVE DIRECTOR

9/27/18
DATE

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	60478
CONTRACTOR LEGAL ENTITY NAME:	CGI FEDERAL INC.
EDISON VENDOR IDENTIFICATION NUMBER:	169116

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.

Panos Kyprianou, Vice President of Consulting Services

PRINTED NAME AND TITLE OF SIGNATORY

09/26/2018

DATE OF ATTESTATION



CONTRACT AMENDMENT COVER SHEET

Agency Tracking # 31620-00539	Edison ID	Contract # 60478	Amendment # 1		
Contractor Legal Entity Name CGI Federal			Edison Vendor ID 169116		
Amendment Purpose & Effect(s) Tennessee Housing Development Agency (THDA) proposed amendments to THDA's Administrative Plan, which include the policies and procedures for the administration of the Housing Choice Voucher Program by THDA. The proposed amendments to THDA's Administrative Plan impact the current contract with CGI Federal by revising the Scope to align with the approved Administrative Plan revisions.					
Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		End Date: 10/14/2023			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$ 0		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2019		\$400,000			\$400,000
2020		\$400,000			\$400,000
2021		\$400,000			\$400,000
2022		\$400,000			\$400,000
2023		\$400,000			\$400,000
TOTAL:		2,000,000			2,000,000
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.		<i>CPO USE</i>			
Speed Chart (optional)		Account Code (optional)			

**AMENDMENT 1
OF CONTRACT #60478**

This Amendment is made and entered by and between the State of Tennessee, Tennessee Housing Development Agency, hereinafter referred to as the "State" and CGI Federal, hereinafter referred to as the "Contractor." For good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

Contract section A.1 through A.5.e.2 is deleted in its entirety and replaced with the following:

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 the Contractor in their "Section C- Technical Qualifications, Experience & Approach Items" Response to RFP 31620-00475, known as Attachment 2, or elsewhere in this Contract. To the extent that "Section C- Technical Qualifications, Experience & Approach Items" Response to RFP 31620-00475 does not conflict with the other terms and conditions of this Contract, the response to "Section C- Technical Qualifications, Experience & Approach Items" is incorporated in the SCOPE of this Contract.
- A.2. Purpose: The Tennessee Housing Development Agency (THDA) manages 6,181 Housing Choice and Mainstream program vouchers through an Annual Contributions Contract with the Department of Housing and Urban Development (HUD). In the voucher program, eligible families lease privately owned units of their choice, and THDA assists with the rental and utility payments. Units approved for participation must comply with HUD Housing Quality Standards (HQS). As part of the requirements for administering the vouchers, a physical inspection is required to determine compliance with HUD's Housing Quality Standards (HQS). An HQS inspection is conducted before an eligible family initially moves into a unit and at least every 12 months (annually) while an assisted family resides in a unit. THDA is seeking proposals for the completion of HQS inspections for voucher units located in 75 Tennessee counties (Anderson, Bedford, Benton, Blount, Campbell, Cannon, Carroll, Cheatham, Chester, Claiborne, Clay, Coker, Coffee, Crockett, Cumberland, Davidson, Decatur, DeKalb, Dyer, Fayette, Fentress, Franklin, Gibson, Giles, Grainger, Hamblen, Hardeman, Hardin, Haywood, Henderson, Henry, Hickman, Houston, Humphreys, Jackson, Jefferson, Knox, Lake, Lauderdale, Lawrence, Lincoln, Loudon, Macon, Madison, Marshall, Maury, McNairy, Monroe, Montgomery, Moore, Morgan, Obion, Overton, Perry, Pickett, Putnam, Roane, Robertson, Rutherford, Scott, Sevier, Shelby, Smith, Stewart, Sumner, Tipton, Trousdale, Union, Van Buren, Warren, Wayne, Weakley, White, Williamson, and Wilson), as further defined in the "Scope of Services."
- A.3. Scheduling Inspections.
- A.3.a. General Criteria.
- The Contractor will mail the tenant and landlord a notice of inspection outlining a 3-hour window of arrival. Arrival time needs to be documented. If unforeseeable circumstances cause the inspector to arrive early or late for a scheduled inspection, the inspection may proceed with consent from the tenant, landlord or their representative, but the Contractor must document the reason for the modification in the Contractor database software system
- A.3.b. Initial Inspections.
- 1) THDA will generate an Initial inspection request upon approval of a Request for Tenancy Approval RFTA (s). Inspection information will be exported and sent electronically nightly by THDA to the Contractor via an agreed-upon secure transmission method. The file will include the client name, Inspection ID, landlord or designee name, landlord mailing address, landlord phone number, and RFTA received date.

2) The Contractor is responsible for mailing inspection notices to the applicant and the landlord or designee prior to the scheduled inspection date. If circumstances require a deviation from this deadline, the Contractor must document the reason for the modification in the Contractor's database software system.

3) The Contractor will make contact attempts with the landlord or their identified designee by telephone within 72 hours of the Contractor's receipt of the inspection request to schedule the initial inspection.

4) Once contact is made with the landlord or their designee, an inspection will be scheduled within ten (10) business days (excluding observed holidays) of the contact date.

5) If the Contractor is unable to reach the landlord or a designee after three (3) attempts (72 hours), the Contractor will generate a notice letter to the tenant and the landlord or designee and contact the designated HQS contact at THDA. The Contractor must document all phone attempts in the Contractor's database software system.

6) If the landlord or designee misses the inspection appointment, a second appointment may be re-scheduled with the permission of the designated HQS contact at THDA and document in the Contractor's database software system.

7) If the landlord or designee misses the first scheduled inspection appointment, a Missed Inspection Notice will be left in the door and a second appointment may be scheduled by Contractor and a new inspection will be scheduled within fourteen (14) business days. The Contractor will document the second inspection appointment, mail a required notice letter and document in the Contractor's database software system.

8) If a client changes their mind about a unit (after submitting an RFTA), which has been approved by THDA and sent to the Contractor, THDA will contact the Contractor to determine if the inspection is scheduled. In cases where the inspection has not been scheduled or conducted, THDA will notify the Contractor to cancel the inspection with the landlord or designee and send a cancel inspection to the Contractor via the nightly file transfer.

9) If two inspection appointments are missed during the initial certification, the RTA will be cancelled, unless the second absence is due to a verified medical emergency of the owner or a household member.

A.3.c. Re-inspections (Initials)

1) The Contractor is responsible for communicating with the landlord or designee to schedule re-inspection for all initial move-in inspections (including relocation moves) where fail items are found. The Contractor will conduct a re-inspection within ten (10) to fourteen (14) days of the prior failed inspection. If an earlier re-inspection is requested by the landlord, the Contractor will schedule the re-inspection for the first available date.

2) The unit must pass the first re-inspection appointment date for approval. Additional inspections appointment dates are not allowed without approval by the THDA Rental Assistance Director or designee. THDA will notify Contractor of approval of an additional re-inspection through the nightly file transfer. The Contractor must document the approval of the re-inspection in the Contractor's database software system.

A.3.d. Annual/Biennial Inspections.

1) THDA will establish the criteria to determine whether a unit will be inspected as an annual inspection or whether it is selected to be inspected biennially. If a unit is selected for annual inspection, the Contractor will inspect the unit within 12 months of the last passed inspection. If a unit is selected for biennial inspection, the inspection must be conducted within 24 months of the last passed inspection.

2) THDA will provide a monthly file export within the first 5 business days of every month of annual and/or biennial inspection information to the Contractor's accessible database via an agreed upon format and transfer methodology. This monthly file export will include annual and/or biennial inspections with a due day 60-90 days after the file export date. The file will include the Inspection ID, tenant name, tenant unit address, tenant mailing address, tenant phone number, landlord or designee name, landlord mailing address, landlord phone number, and date of last inspection.

3) The Contractor is responsible for mailing inspection notices to the tenant and the landlord or designee no less than 14 business days (excluding observed holidays) prior to the scheduled inspection date. If circumstances require a deviation from this deadline, the Contractor must document the reason for the modification in the Contractor's database software system.

4) The Contractor must establish a practice of contacting all tenants by phone with an inspection appointment reminder no less than a week to 48 hours prior to the scheduled inspection date to reduce missed inspections.

5) If the landlord or designee or tenant is not at the unit to allow entry for the inspection (no-show), it is considered a missed appointment. Contractor inspectors should make all attempts to provide a reasonable wait time, at least ten (10) minutes, at inspection site to allow for the inspection to occur. The inspection should not be coded as inconclusive or no-show unless the ten (10) minutes have elapsed. In the event that the inspector arrives early, and the landlord, participant or designee grant access to the unit, the inspector may conduct the inspection. In the event of a missed appointment, the contractor will schedule one (1) additional appointment within fourteen (14) business days. The Contractor will document the second inspection appointment, mail a required notice letter(s) and document in the Contractor's database software system. If the second appointment is missed (no-show), the Contractor should report the unit as no-show status to THDA. All missed appointments must be recorded and communicated to THDA via a nightly file transfer.

6) If the Contractor/inspector missed the scheduled inspection, the contractor will reschedule within five (5) business days.

A.3.e. Complaint Inspections.

Special or Complaint Inspection. A unit may also be inspected at the request of the owner or the household as a result of a complaint or special issue, but only if the issue reported represents an immediate threat to the health and safety of the family. Inspection and notice criteria for Special or Complaint inspections are the same as identified above for Annual/Biennial inspections.

A.4. Inspection Criteria (all inspection types).

A.4.a. General Criteria

1) Inspections must be conducted in compliance with 24 CFR 982.401, supplemental HUD guidance and Public and Indian Housing Notices related to HQS, the Lead Safe Housing Regulations at 24 CFR Part 35, Subparts A, B, M and R, the THDA Administrative Plan and industry best practices.

2) Inspection results must be recorded on the HUD HQS inspection checklist (HUD Form-52580) in compliance with the HUD HQS Inspection form (HUD Form 52580a).

3) The Contractor must assess who is responsible for any repair or fail item (tenant responsibility or owner responsibility) using HUD guidance, the THDA Administrative Plan or documented industry practice to guide decisions.

4) The Contractor must assess whether a repair is routine or a life-threatening emergency using HUD guidance and the THDA Administrative Plan.

A.4.b. On-Site Maintenance (all inspections types).

The Contractor must perform the following onsite maintenance at inspected units using their own provided supplies when such replacement would eliminate the need to perform a 24 hour emergency re-inspection or 30 day re-inspection at the unit: repair/replace damaged or missing light switch and outlet covers; repair/replace missing smoke alarm battery(ies). The Contractor is not responsible to provide such maintenance when other repair items are found that would require re-inspection of the unit within 24 hours (for emergency repair items) or 30 days (for routine items).

A.5. Inspection Results.

A.5.a. General Criteria (all inspections).

Contractor inspection results will transfer to THDA's Elite software system via an API interface to allow real time import of data from the Contractor database containing inspection ID, date of inspection, inspection results including extension information, and comments. This data will be stored at a central database in a format accessible to both THDA and the Contractor.

A.5.b. Initial Inspections Requirements.

1) Following completion of the inspection, the Contractor will mail an inspection result letter to the landlord or designee and tenant within two (2) business days of the inspection date. The letter must include either a pass or fail designation, and where the unit fails inspection, describe the items that failed with sufficient detail to allow appropriate repair. The letter must include the re-inspection due date by which repairs must be made. The Contractor will document the inspection results, mail a required notice letter(s) and document in the Contractor's database software system.

2) Following the completion of the Re-inspection, the Contractor will also provide a result letter to the landlord or designee and tenant for any remaining fail items, within three (3) business days of the re-inspection date and document in the Contractor's database software system.

3) The Contractor is responsible for collecting any THDA required landlord certifications as part of the inspection process prior to reporting the unit as passed and document in the Contractor's database software system.

A.5.c. Annual Inspection Requirements.

1) The Contractor will provide documentation of any failed items to the landlord/designee and tenant within two (2) business days of the inspection date. The documentation must describe the failed items with sufficient detail to allow appropriate repair and the deadline by which repairs must be made and any requisite instructions regarding any emergency repairs and self-certification. If circumstances require a deviation from this deadline, the Contractor must document the reason for the modification in the Contractor's database software system.

If the unit passes the HQS inspection, an HQS inspection pass card will be left with the tenant and a pass letter will be mailed to the owner. The Contractor will document these activities in the Contractor's database software system.

2) The Contractor is responsible for collecting any THDA required landlord certifications as part of the inspection process prior to reporting the unit as passed. The Contractor will document these activities in the Contractor's database software system.

3) In lieu of physical re-inspections for annual inspections a landlord self-certification within 30 days of the date of the completed inspection is allowed for all repairs except those defined as life-threatening or an emergency. Life-threatening or emergency repair items, a physical re-inspection must be conducted the next business day to ensure repairs have been made. If the next

business day is a weekend or holiday, the re-inspection of the needed emergency repairs will be scheduled for the following business day.

4) The Contractor will include a blank copy of the THDA approved Landlord Self Certification form with the inspection results letter.

5) The Contractor will track the timely receipt of and store a copy of the signed self-certification form. The pass date communicated to THDA will be the lesser of the date the self-certification is received by the Contractor or the date of the postmark, if mailed. If the self-certification is not received on or before the 30th date after the inspection date, the unit should be reported in fail status for abatement purposes with a comment that the self-certification was not received. The Contractor will track and document all inspection results and self-certification documentation.

A.5.d. Abatement (Annual/Biennial/Quality Inspections).

1) In the circumstance that a unit fails a re-inspection or the landlord or designee fails to return the fully executed (signed by landlord and tenant) Self Certification form, where applicable, within the required time frames, the rental subsidy must be abated or stopped. The Contractor will be responsible to track the receipt of the self-certification form or conduct a timely re-inspection where required. For situations of THDA and Landlord abatement disputes regarding the late submission of Self-Certification or other issues or disputes with Landlords, THDA may accept a properly completed THDA Landlord HQS Affidavit in lieu of the Self-Certification documentation. THDA will provide the Contractor documentation of approval of the Landlord HQS Affidavit to Contractor via a nightly export file in [REDACTED] format or other agreeable method(s).

2) When a unit fails a re-inspection or the landlord fails to return the self-certification, the Contractor must notify the identified person(s) at THDA of the non-compliance within 24 hours through the nightly export or other agreeable method(s) to ensure abatement procedures may be followed.

A.5.e. Extensions (Annual/Biennial/Quality Inspections).

1) THDA policy allows extensions when a repair must be delayed due to circumstances that are not within the landlord or tenant's control (such as severely inclement weather). The extension may not exceed 30 days unless the Director of Rental Assistance or designee approves a longer delay. The Contractor is responsible for approving and tracking allowable extensions and communicating the extension to THDA through the nightly export or other agreeable method.

2) The Contractor must document in the Contractor's database software system whether the extension was approved or denied and whether the approval was received electronically or by written communication. THDA is responsible for approving or denying the allowable extensions. The Contractor is responsible for tracking and communicating the extension request to THDA and THDA is responsible for deciding if the evidence of work completed is sufficient (including electronic proof).

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective January 2, 2020. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

CGI FEDERAL:

SIGNATURE

DATE

PRINTED NAME AND TITLE OF SIGNATORY (above)

TENNESSEE HOUSING DEVELOPMENT AGENCY:

RALPH M. PERREY, EXECUTIVE DIRECTOR

DATE

Unit	Supplier	Vendor Name	OCR Contract Num	Buy/Contr	Maximum Amt	Voucher ID	Monetary Amount	PO No.	Voucher Ac	Program	GL Descr	Payment Date	Requisi	Requisition	Docum	Contract Beg	Contract Expir	Agency	Agency B	SetID	GL Account	GL Acct E	Amount
31620	0000169116	CGI Federal Inc	00000000000000000060478	1 DFA	2000000.000	00943056	27037.500	0000012162	70803000	050900	Gen Business Consulting Svcs	1/4/2019			0	10/15/2018	10/14/2023	THDA	31620	SHARE 70803000	1/1/1901	27037.500	
31620	0000169116	CGI Federal Inc	00000000000000000060478	1 DFA	2000000.000	00943366	39262.000	0000012209	70803000	050900	Gen Business Consulting Svcs	2/15/2019			0	10/15/2018	10/14/2023	THDA	31620	SHARE 70803000	1/1/1901	39262.000	
31620	0000169116	CGI Federal Inc	00000000000000000060478	1 DFA	2000000.000	00951834	35856.500	0000012360	70803000	050900	Gen Business Consulting Svcs	3/22/2019			0	10/15/2018	10/14/2023	THDA	31620	SHARE 70803000	1/1/1901	35856.500	
31620	0000169116	CGI Federal Inc	00000000000000000060478	1 DFA	2000000.000	00959882	22910.500	0000012500	70803000	050900	Gen Business Consulting Svcs	4/15/2019			0	10/15/2018	10/14/2023	THDA	31620	SHARE 70803000	1/1/1901	22910.500	
31620	0000169116	CGI Federal Inc	00000000000000000060478	1 DFA	2000000.000	00967811	31080.000	0000012627	70803000	050900	Gen Business Consulting Svcs	5/17/2019			0	10/15/2018	10/14/2023	THDA	31620	SHARE 70803000	1/1/1901	31080.000	
31620	0000169116	CGI Federal Inc	00000000000000000060478	1 DFA	2000000.000	00975203	32091.000	0000012798	70803000	050900	Gen Business Consulting Svcs	5/31/2019			0	10/15/2018	10/14/2023	THDA	31620	SHARE 70803000	1/1/1901	32091.000	

\$188,237.500

Debra Murray

From: Linda Jones
Sent: Thursday, October 31, 2019 10:37 AM
To: Debra Murray
Subject: FW: CGI Payment

From: LeAnn Blankman <LBlankman@thda.org>
Sent: Thursday, October 31, 2019 9:59 AM
To: Linda Jones <LJones@thda.org>
Subject: CGI Payment

Hi Linda,

The reason the most recent voucher to CGI did not show up on the query you ran out of Edison is the query ran is being run on payment date instead of accounting date.

The most recent voucher was keyed in October 2019. However, the voucher has an invoice date of 10/8/19 with a pay terms of net 30. Therefore, the voucher will not pay until 30 days from the invoice date, which should be approximately 11/8/19. After that date, the payment should show up on the query you ran.

Thanks,

LeAnn T. Blankman

Accounting Manager – Accounts Payable
Tennessee Housing Development Agency
502 Deaderick Street, 3rd Floor
Nashville, TN 37243
Direct Line: (615) 815-2054
Mobile: (615) 290-2748
Fax: (615) 649-3141
LBlankman@thda.org

