

HMIS | Lead Product SERIES



PRODUCT NO. 6 OF 9

Tools for Contract Management

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This resource is prepared by technical assistance providers and intended only to provide guidance. The contents of this document, except when based on statutory or regulatory authority or law, do not have the force and effect of law and are not meant to bind the public in any way. This document is intended only to provide clarity to the public regarding existing requirements under the law or agency policies.

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Overview of the Contract Management Toolkit

This Toolkit provides Continuum of Care (CoC) and Homeless Management Information System (HMIS) leadership with a set of standardized approaches to contract management of HMIS software and services. This toolkit can be used across multiple stages of the lifecycle of a contract, from procurement, to purchase and execution of a contract, to ongoing scope management and monitoring. Each section of this toolkit will provide definitions, use cases, and templates for incorporating contract management procedures locally. The sections covered in this toolkit in detail are:

- <u>Writing Requirements</u>: A process of writing down the specific HMIS services needed so that the CoC can acquire the services of a software provider or other entity to fulfill the need.
- <u>Procurement</u>: Solicitation documents, such as a request for proposal (RFP) or a request for quotation (RFQ), are released to a wide audience. These describe the requirements of the contract that the CoC intends to sign with an entity that can deliver the services required.
- <u>Selection</u>: A selection is made from a set of contractors that meet the requirements of the contract based upon scored analyses of the responses to the solicitation documents, as well as numerous other factors as determined necessary by the CoC.
- Execution: A contract is negotiated and signed.
- <u>Monitoring</u>: The contract is monitored for compliance throughout the contract term, with incentives and sanctions used to support continued contract compliance/adherence as necessary.

Governance

The intended audience for this document is HMIS Leadership, CoC leadership, and other essential HMIS stakeholders. The steps below provide a roadmap for CoCs to determine which stakeholders are involved at which stage of the contract process depending on each CoC's governance structure and contractual agreements:

Table 1. Contracting Roles and Responsibilities

Process Step	Parties involved
Writing Requirements	HMIS Lead, CoC leadership, HMIS project staff, HMIS-participating agencies, other interested stakeholders
Procurement and Selection	HMIS Lead, CoC leadership, HMIS project staff, HMIS- participating agencies, other interested stakeholders, HMIS Selection Committee, attorney(s)
Contract Negotiation/Execution	HMIS Lead, CoC leadership, attorney(s)
Contract Monitoring Administration Project Management	HMIS Lead, CoC leadership, HMIS project staff, HMIS Sub- Committee (from CoC Board)

The CoC Interim Rule 578.7 (a) and (b) requires every CoC to "Operate the Continuum of Care"

and "Designate and Operate an HMIS," including implementing written agreements so that the roles and responsibilities described in this document can be carried out effectively and by the appropriate parties. The U.S. Department of Housing and Urban Development (HUD) has also provided CoCs and HMIS Leads with guidance on these and other topics regarding HMIS Implementations:

- Software Vendor Capacity Checklist
- HMIS System Administrator Checklist
- Data Quality Management Program Guide
- Vendor Monitoring Tool
- HMIS Lead Improvement Evaluation Matrix
- HMIS Lead Standards
- End User Training Guide
- HMIS Staffing and Resourcing Toolkit

Contract or Memorandum of Understanding: Which should be used?

Throughout this document, the term "contract" will be used generally to describe both a contract and a Memorandum of Understanding (MOU). Why or when to use a formal contract or an MOU is determined locally given different needs of the parties involved in the agreement.

For example, MOUs can serve as precursors to contracts. In other words, a set of services and a timeline are agreed to in writing by the parties so that the work can get started quickly; this agreement becomes the MOU. After the MOU is in place, the formal terms and conditions regarding oversight/monitoring protocols, consequences of failure to fulfill the terms of the agreement, and other terms and conditions the parties want to enforce could be negotiated, creating a more intentional and binding agreement, which would become the contract. The original MOU would then be incorporated into the final contract.

If the parties come together around a set of agreements that they want to document and follow through on *in good faith* and without the legal repercussions involved in formal contracting, an MOU would be used to document the agreement.

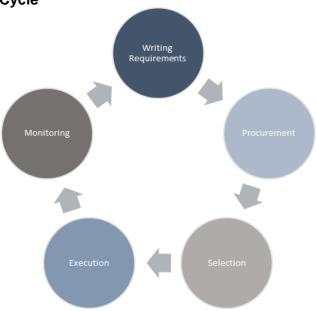
Formal contracts should be the goal of CoCs implementing contract management practices and policies. MOUs might provide a short-term solution to a longer-term, enforceable agreement. HUD encourages CoCs to understand and implement the types of agreements that help them feel assured that they will receive the HMIS services for which they are paying, and be able to hold accountable the parties to the agreement if they don't receive the HMIS services for which they are paying.

Contracting Life Cycle

Understanding contract management starts by understanding the contracting life cycle and applying protocols and policies to each stage of the cycle. It is a cycle because one step leads to the next and continues in a loop over the course of the years spent managing the contract. As an example, a CoC describes their HMIS service needs ("Writing Requirements"), solicits contractors, and selects and signs a contract with one vendor to fulfill those needs ("Procurement and Selection" and "Execution"), then monitors the contract and enforces compliance to the terms of the contract ("Monitor and Enforce"). After monitoring the contract over the course of several years, the CoC decides to re-draft their HMIS service needs in a way

that better meets the changing demands of the field and the stakeholders, and the process starts again. Learning the life cycle of contracting helps CoCs employ resources at the right stage of the process to ensure continual improvement over the years of managing HMIS implementations.

Figure 1. Contracting Life Cycle



Writing Requirements

For purposes of this document, "requirements" are the items, services, functionality, or other needs that should be included in the software and services provided by the contractor to ensure the HMIS meets minimal standards for functionality, reporting needs, and service delivery. The success of the HMIS implementation is dependent, in part, on the foundation of the requirements for which the CoC has contracted for the HMIS software and services purchased.

Software requirements must be defined by the customer. Do not expect to purchase off-the-shelf software for HMIS and have it integrate seamlessly into the CoC's HMIS implementation, especially if it is a change in software. When thinking through the purchase and use of HMIS locally, make sure to involve a number of stakeholders in the process and give ample space for feedback in the timeline of requirements writing, to ensure that the CoC has examined all the aspects of the implementation for which the CoC is purchasing software.

It is helpful when writing requirements to categorize the software, services, and other needs by broad categories like "Reporting," "System Administration," "Data Entry," and "Customer Support." Requirements of the software and services to be purchased to fully accomplish the tasks associated with each aspect of HMIS implementation can become clearer as categories get defined and functions needed fall into one category or another.

As an example, an HMIS Lead knows they need to have Annual Performance Reports (APR) available for the CoC-funded program recipients in their CoC. This is a requirement of the software product to be purchased. The category is reporting, and there will be additional reporting requirements within that category. For APR reporting, it is clear that the functionality needs to include comma-separated value (CSV) upload files for uploading to a data repository as well as data quality reporting to ensure each project participant included in the APR is able to be assessed for missing or otherwise low-quality elements, and the data quality report ideally would have multiple outputs to ensure mobility across platforms/users if

possible. A CoC might structure a single requirement for APR capability as:

Table 2. Annual Performance Report Example Requirement

Category	Requirement	Have to have (Functionalities)	Nice to have (Features)
Reporting	Produce APR for upload to HUD on regular grant cycle deadlines (annually) and for ongoing data quality monitoring of CoC funding program recipients	 CSV (.csv) export to HUD specifications Data quality output (in addition to APR CSV files) to highlight missing/low-quality elements Start date, end date, project, project type filters in addition to HUD requirements 	Multiple formats:

As a reminder, when defining "requirements," there are two clear sources of what a CoC's requirements may be: a) HUD requires certain elements of HMIS that should be included in any procurement document (see "Published Guidance for HMIS" below), and b) whatever else the CoC writes down in the procurement document as a "have-to-have" (functionality) of their software implementation. Responsive bidders to any procurement document should provide the functionality at a minimum if that is what is written as "required" (minimal functionality) for the CoC in that procurement document.

Published Guidance for HMIS

Below is a list with links to resources published by HUD regarding specific guidance for HMIS Implementations. A CoC can and should reference specific requirements documents when writing requirements for their local implementation of HMIS:

- 1. 2004 HMIS Data and Technical Standards Final Notice
- 2. <u>HUD, Health and Human Services (HHS), and Veteran's Administration (VA) HMIS Data Elements</u>
- 3. HUD CoC APR
- 4. <u>HUD Emergency Solutions Grant (ESG) Consolidated Annual Performance and Evaluation Report (CAPER)</u>
- 5. HUD System Performance Measures (SPM)
- 6. HHS Runaway Homeless Youth (RHY) CSV Export
- 7. VA Supportive Services for Veteran Families (SSVF) CSV Export
- 8. HHS Projects for Assistance and Transition from Homelessness (PATH) APR
- 9. CSV Specifications
- 10. eXtensible Markup Language (XML)
- 11. Client-Level System Use and Length of Time Homeless Report
- 12. Longitudinal Systems Analysis (LSA) CSV Export

Functionality

For the purposes of this document, "functionality" refers to the software requirements defined by the purchaser. Functionality can be thought of as something that comes with the purchase, but still needs to be articulated by the purchaser to ensure that all purchase expectations are met and no additional cost is incurred later where expectations were not clearly stated. Documenting all expected functionality in a clear and decisive list will minimize the possibility of surprises after the contract is executed. Use <u>Appendix A:</u> Functions and Features Template as a starting point for building the CoC's list of requirements.

Below are some different strategies to approach requirements writing from the functionality point of view:

- The current CoC's software, with its deficiencies and successes, is a building block to an updated list of requirements (updated from the last time the purchase was made).
- A survey of current and/or potential HMIS End Users in the community could be deployed to gather requirements for functionality from the people that will use the final implemented software the most.
- Many software products list the functionality of their software on websites or other
 product information (emails, mailings, etc.). A CoC could reverse-engineer into a set of
 functional requirements by taking an existing software product's functions and
 assessing whether one or more functions would work for them, and which functions
 might be missing depending on their needs.
- A list of potential reporting needs, both "canned reports" (the built-in reports in the software purchased) and "ad hoc queries" (the reporting functionality that lets End Users select a number of fields to add to a report for a more customized dataset) can garner more realistic tools than simply stating generally that reporting capability is required.

Features or Customizations

For the purposes of this document, "features" are customizations that the CoC acknowledges are not a minimum requirement for implementing the software in their CoC, but are a requested element to be considered as part of the solution.

Acknowledging the differences between a function and a feature is helpful in the requirements writing process in two distinct ways:

- 1. Distinguishing between features and functions allows a CoC to focus selection scoring and cost analysis on the most important aspects of the software for the implementation.
- 2. Each act of deciding if a piece of the software is a standard function or a nice-to-have feature allows the CoC to perform a reasonability assessment regarding the expectations for the type of software product that can be purchased and implemented. In other words, is the request reasonable for the price and timeline?

Other Services

There are other services that are inherent in any software contract. Items like administrative technical support, call-center help desk support, database hosting/leasing, and other services should be itemized, documented, priced, and solicited. Instead of "functions" versus "features," services like tech support can be delineated between "required" and "additional" services, as the below describes:

Table 3. Service Requirement Example

	Requirement	Have to Have	Nice to Have
Services	Documentation of system use, reporting features, and administrative tasks	 Step-by-step instructions for entering data into every field of the front-end user interface Step-by-step instructions for using every report available, including ad-hoc reporting tools, in the system Step-by-step instructions for all administrative functions and features in the system 	 The logic model between field data entry rationale and reporting use Identification of each HUD Data Element by number/name Identification of each HUD Required Reporting Specification by number/name
Services	Live Technical Support	 Unlimited access Available 7 am to 9 pm Eastern Standard Time (EST) Phone support line answered by a human during business hours described above Email tech support line answered within 24 hours of the request. Ticket system in place and reportable to the customer on any status and all/any tickets Screen share/remote control capability Severity 1 issues are addressed by a phone call from the vendor in 5 minutes, every minute thereafter is 5 percent downtime 	Video-enabled instant messenger/chat features for live technical support

Requirements Writing Prompts

Below is a list of questions the CoC can use to prompt writing requirements, survey the community for requirement input, and develop a list of features, functionality, and other services that the CoC requires for the HMIS Implementation.

- What reports do you need to receive from your system? Why?
- How frequently do you expect to receive these reports? Why?
- How many people do you expect to access the reporting functionality? Why?
- Do you expect to have a data dictionary for reporting purposes? Why?
- What reports are missing from your current system?
- What kind of ad hoc reporting capability do you have? Is it sufficient?
- Does it take special staff persons to access relevant reporting/data analysis?
- Has the CoC incorporated creative/alternative approaches to homeless assistance that require data collection outside the standard HUD data collection framework? If so, what

reporting is needed from that process?

- How will legacy data migration success be determined?
- Do you want to be able to query metadata? How and why?

Procurement and Selection

For purposes of this document, "procurement" involves the release of solicitation documents to request responses to the needs identified in the "Writing Requirements" process. "Selection" is defined as the process a CoC undertakes to determine, from responses submitted from the solicitation request, the single entity that will sign a contract with the CoC for the fulfillment of those requirements.

Before proceeding with a procurement and selection process that might involve a change of software or vendor product, HUD strongly encourages the CoC to first try to resolve concerns with their current vendor before making vendor changes. If the concerns cannot be resolved, HUD recommends the community submit a request for technical assistance. More information can be found on the HMIS Software Vendor Capacity Checklist page of the HUD Exchange here.

Solicitation Documentation

Once requirements have been written as described in the "Writing Requirement" section of this toolkit, it's a fairly straightforward process to transition the requirements into a solicitation document. Most documents described below include a description of the needed services, a deadline for responding to the solicitation, and information about any contractual obligations that are assumed to be part of the contract that develops once a solicitation has achieved its goal: narrowing the list of contractors to the single winning bid.

There are several types of solicitations, some more robust than others:

Request for Information (RFI): A request for information is a standard business process whose purpose is to collect written information about the capabilities of various suppliers.¹

Request for Qualifications (RFQ): A request for qualifications is a step sometimes used in the formal procurement process as a screening step. Businesses respond with general qualifications they possess to perform a service or supply a product, but generally the request for qualifications does not describe specific deliverables and prices.²

Request for Quotations (RfQ): A request for quotations is a standard business process whose purpose is to invite businesses to bid on specific, defined products and/or services. It could also be called a call for bid or invitation for bid. This type of RfQ is used for standard products where quotes can be reasonably compared because they are for very similar products.³

Request for Proposals (RFP): A request for proposal is a business process that solicits proposals from businesses to deliver on whatever is being requested. Typically, the product or service being requested requires specialized technical expertise, specialized capability, or is something that does not yet exist.⁴

¹ https://en.wikipedia.org/wiki/Request_for_information

² https://en.wikipedia.org/wiki/Request_for_qualifications

³ https://en.wikipedia.org/wiki/Request_for_quotation

⁴ https://en.wikipedia.org/wiki/Request_for_proposal

Deciding on which document or set of documents to use for the CoC's solicitation is a choice that must be made locally with the input of stakeholders that a) understand the purchasing process for the organization, b) have reviewed the requirements document and understand generally the concept of HMIS, and c) have experience with past solicitations such as this one. This may be a combination of several people in different organizations. A timeline of events that must occur to ensure a successful and legal proposal is a good starting point, especially if the CoC has to submit to several approvals prior to release. A sample timeline is provided below, but this is highly subjective depending on local laws and processes (use as an example only):

Table 4: Sample Timeline

Event	Deadline to complete event
Approved Requirements	Start of Solicitation
Complete Draft Solicitation Document	30 days from the start
Solicitation Document out for review (at least three different stakeholders should review)	30 days from the complete draft
Finalize changes based upon stakeholder review	10 days from review complete
Final Solicitation Document send to attorneys for review	30 days from final completion
File/Publish Final, approved Solicitation Document on a public forum	1 day from attorney review completion
Solicitation Responses gathered	Depends on how long solicitation must be open
Solicitation Q&A Closed and Posted revisions	20 days from final Solicitation Document
(if any)	posting
Solicitation closed	End of Solicitation

The solicitation process itself can help screen for risk (and either mitigate for the risk with follow up procedures, or else eliminate a risk altogether). For example, if deadlines established in the solicitation aren't met and/or specific response requirements established in the solicitation (document types, submission criteria, etc.) are not followed, a CoC is potentially being made aware of larger organizational problems at the responding vendor (Are things always returned late? Are requests for specific formats always ignored?), or else, at the very least, insight into the respondent's lack of attention to detail.

The solicitation document, what it contains, and what it demands of the respondents to comply with prior to submitting a response is critical and should be carefully considered to ensure a successful, manageable contract is executed. The next section ("Soliciting Responses") will focus on structuring a response to each requirement stated in the solicitation. Other sections of standard solicitation documents (aside from the requirements section that is further detailed below) include:

- Instructions for responding on time and thoroughly to the solicitation;
- Certifications and assurances the respondent will make regarding their response and their offered solution to the requirements/needs;
- Scoring process, selection process, and appeal process;
- General terms and conditions for contracting with the soliciting entity, and expected timeline of contract;
- References of past and current customers; and
- Others as determined locally.

HUD Requirements for Procurement Processes

The procurement process is an entity's purchasing procedures and is a critical component of federal cost principle requirements. All procurement procedures must be fair, open, and well documented. They may require Notices of Funding Availability, RFQs, proposals or formal sealed bids and they must assure market price or better. All purchases must follow specific written procedures and require the use of an appropriate federal procurement method. In addition, all program expenditures should be approved by an appropriate responsible party.

We encourage you to learn about and follow federal requirements, as well as state and local requirements. Remember, the strictest rule that applies to your situation is the one you must follow. The uniform standards for procurement for all HUD awards can be found in <u>2 C.F.R. § 200.317–326</u> (Procurement Standards). The uniform standards superseded, consolidated, and streamlined requirements from eight other OMB Circulars.

The General Expectations for All Procurements Processes (2 C.F.R. § 200.318):

- Full and open competition is mandatory.
- The purchaser must have conflict of interest and procurement policies in place and:
 - o Must avoid the purchase of unnecessary or duplicative items.
 - Must award contracts only to responsible contractors.
 - o Must maintain proper documentation and records regarding procurements.
 - o Further define time and material contracts.
- Contractors that develop draft specifications, requirements, statements of work, and invitations for bids or proposals must be excluded from bidding.
- Emphasis added regarding the use of Inter-local cooperative agreements for the procurement of common shared goods and services.

Categories of Procurements (2 C.F.R. § 200.320)

There are essentially two categories of procurement: 1) small purchases and 2) substantial goods, services, and property.

- Most grantees and subrecipients use grant funds to procure such small purchases as office equipment or janitorial services, which do not exceed the small purchase acquisition threshold of \$150,000 (41 U.S.C. 403(11)). These purchases require fairly simple procurement procedures and documentation.
- For more substantial contracts for services or goods, procurement procedures must follow more rigorous standards. For example, grantees and subrecipients need to adhere to requirements for such procurement methods as competitive, sealed bids and non-competitive (sole-source) bids and include contract provisions.

Grantees and subrecipients must use the applicable procurement process to secure a contract with an entity that will provide goods or perform specific tasks. However, the entity itself is not further subject to the federal procurement rules as it carries out its work to provide the contracted goods or services.

Appropriate contract management, nevertheless, is necessary to ensure that the work is performed as contracted at a reasonable cost and that the contractor follows any and all stipulations that are part of the contract.

Grantee and Subrecipient Organizations' Policies and Procedures

For both small purchases and more substantial procurements, grantees and subrecipients must have written policies and procedures that describe how their organizations will procure goods and services, what information they will require when receiving a price or rate quote, and who will have approval authority.

Additionally, grantees and subrecipients of HUD funds must have regular in-house trainings and a written code of standards for employees who award and administer contracts. An employee, officer, or agent of a HUD grantee or subrecipient organization should not participate in awarding a contract if any of the following people have an interest—financial or otherwise—in a firm that might be selected:

- The employee, officer, or agent
- Any member of their immediate family or a partner
- An organization that employs, or is about to employ, any of the above

The board of directors and program staff should identify potential conflicts of interest. The board should review these situations, using the organization's own procedures for addressing conflicts of interest. The independent auditors of a grantee or subrecipient organization's finances will typically also review the organization's policies and activities for potential conflicts of interest and include recommendations for strengthening these policies if need be.

Permitted Approaches to Procurement by Grantees and Subrecipients

Grantees and subrecipients must ensure that all of their procurement activities are completed using permitted approaches. These methods are required for state and local governments and their subrecipients, but not for private owners and developers, except as mandated by governing state/local policies.

- Micro purchases < \$3,000
- Small purchases < \$150,000
- More than \$150,000 (primarily construction): Competitive sealed bids with formal advertising
- More than \$150,000 (general procurement): Competitive proposals
- More than \$150,000: Non-competitive proposals or sole-source

Guidelines for Procurements by States (2 C.F.R. § 200.317)

When procuring property and services under a Federal award, a State must follow the same policies and procedures it uses for procurements from its non-Federal funds. In addition:

- States must comply with 2 C.F.R. § 200.322 "Procurement of Recovered Materials" and ensure that every purchase order or other contract includes any clauses required by 2 C.F.R. § 200.326 "Contract Provisions."
- All other non-Federal entities, including subrecipients of a state, are expected to follow "General Procurement Standards" (2 C.F.R. § 200.318) through "Contract Provisions" (2 C.F.R. § 200.326)

Five Types of Procurement

- Micro Purchases: Micro purchases require simple price analysis prior to receiving bids or proposals. They do not require a cost analysis.
- Small Purchases: For routine commercial purchases, comparing price or rate quotes obtained from an adequate number of vendors is a sufficient form of price analysis. If the Small Purchase is for professional or technical services, or the grantee needs to evaluate factors other than price, then a limited cost analysis would be appropriate. In either case, the grantee should review the proposed prices from offerors to prices paid for the same or similar services. Catalog or market prices of products sold to the general public can suffice for cost estimates for equipment and supply purchases.
- Sealed Bid: Formal advertising for the purchase of goods or services is the preferred method for the purchase of equipment and construction services. However, the grantee should always prepare their own cost estimate and compare it to the low competitive bid received. If they are significantly different, the grantee will need to evaluate its initial estimate, compare it to the bids received, and identify the appropriate price.
- Competitive Proposals: This method is typically used to contract for professional consulting, architectural or engineering services. To determine the reasonableness of proposed costs, the grantee will need to obtain cost breakdowns showing all the elements of the SOW and perform a cost analysis using the appropriate set of principles.
- Non-competitive Proposals (Sole Source): Non-competitive proposals are appropriate only if one of the following situations exists:
 - o the item is available only from a single source;
 - o a disaster emergency will not permit a delay resulting from competitive solicitation:
 - o the Federal agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the Grantee; or
 - o after solicitation of a number of sources, competition is determined inadequate.

Types of Purchases

Throughout all stages of the procurement process, HUD grantees and subrecipients must ensure that only allowable, allocable and reasonable costs are incurred; that funds are expended appropriately, in accordance with good financial practices; and that all relevant information regarding purchases is documented, in accordance with written organizational policies and all applicable regulations, including those outlined in the OMB omnibus circular (2 C.F.R. § 200.317–326).

Micro Purchase (< \$3,000) Procedures

Micro purchases do not require competitive bidding or documentation of multiple bids. Micro purchases may be awarded without soliciting competitive quotations. However, you are expected to shop around and negotiate for competitive prices, and to spread your micro purchases amongst different vendors as much as possible. Federal regulations define micro purchases as those under \$3,000.

- If state or local government policies require lower maximums, then grantees and subrecipients are required to follow the strictest applicable rules.
- To the extent practicable, micropurchases should be distributed equitably among qualified suppliers.

Small Purchase (<\$150,000) Procedures

For small purchases you are required to seek and document multiple price quotes from qualified sources.

- Competition is sought through oral or written price quotations.
- Grantees must document an adequate number of price or rate quotations from qualified sources.

Large Purchase (>\$150,000) Procedures

Procurements of more than \$150,000 must be carried out using one of three procedures:

- Competitive sealed bid with formal advertisement.
- Competitive proposals.
- Non-competitive proposals or sole source.

Note: Large purchases may not be broken up into smaller components solely to qualify for the "small purchases" approach.

Soliciting Responses

Standard responses from solicitation requests include a description of the software product offered, a description of the organization offering the product, a cost breakdown of the product offered, and any other relevant information deemed necessary by the CoC to ensure a successful product will be purchased. Based upon the type of solicitation document the CoC chose to use for the solicitation (RFP, RFQ, etc.), responders should follow the instructions and offer insight into the ability of each product to meet the needs of the CoC. A response can be defined by the CoC and structured in a variety of ways:

- Narrative response example A: Request that the respondents submit a document that covers all requested areas of the solicitation with a *total page limit* to the number of pages the respondent can use in the narrative response.
- Narrative response example B: Request that the respondents submit a document that covers all requested areas of the solicitation with a *page limit for each section* so that the respondent is kept to only a certain number of pages for each section of the narrative response.
- Narrative/data-based response example C: A hybrid of narrative and data input into a format defined by the solicitation document.
- Data-based response example D: A formatted response document that limits the ability of the responders to respond with narrative and instead uses formatting and data validation rules to ensure only the defined responses can be provided.

Below is one example of using the solicitation document to solicit responses in a format that makes the selection, contracting, and monitoring process that follow more streamlined.

In this example, a narrative/data-based response hybrid is used to extract the following information for each requirement listed in the solicitation document:

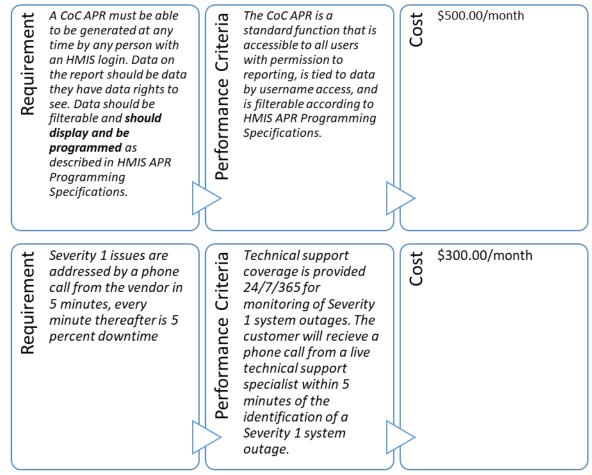
- 1. Is the requirement included as specified, or will it need to be added to the software at a later date?
- 2. What does the successful implementation of the requirement mean to the respondent?
- 3. What is the cost of that requirement?

Along with baseline information about the organization itself, this type of hybrid response that includes performance criteria and costs, allows CoCs and HMIS Leads to manage long-term

relationships in a clear, concise, and practical manner.

Two examples of a narrative/data-based hybrid response are below:

Figure 2. Performance Criteria Example



Using this example above, the "Requirement" portion would be filled in by the CoC (see "Writing Requirements" section of this document) and the "Performance Criteria" portion and "Cost" portion would be filled in and submitted as a response by the responding vendor. See Appendix B: "Soliciting Responses Template" for more examples and as a starting point for the CoC's process.

Here are some questions that can be used for eliciting concrete and meaningful performance criteria from respondents:

- What will it look like for this to be considered "complete" from the vendor's perspective?
- What do other customers get from the vendor in this area that they are happy with?
- Repeat back the requirement in the vendor's own words.
- What reasons might there be for withholding payment for this requirement?
- Explain clearly how the vendor will demonstrate this to the CoC if the vendor moves onto the next step of the selection process.

Selection

Selection is the process of choosing the respondent that best meets the needs of the CoC and that will eventually sign the contract for HMIS services/software provision. This is called an

"apparent successful vendor." The apparent successful vendor doesn't become the official vendor until the final contract is signed.

Make sure that your solicitation document is clear about what the selection process will be.

- 1. Stage One: Minimum requirements review/threshold review and elimination (sometimes called a "Pass/Fail" phase).
- 2. Stage Two: Score-based evaluation of responses, software demonstration, and presentation.
- 3. Stage Three: Score-based evaluation of site visits and reference checks.

One key individual should be responsible for the selection process overall and should work to keep respondent names from scoring documents throughout the process, as possible.

Stage One

Stage one can be scored on multiple criteria and should involve a "Yes" or "No" type of scorecard. Take the requirement and the performance criteria and determine if each response achieves for the CoC what was intended by that requirement.

For example, below is the same requirement with two different performance criteria responses provided. Whether that response meets the threshold requirement for moving onto the next stage of the selection process is up to each CoC/HMIS Lead:

Table 5. Threshold Requirement Example

Requirement	Performance Criteria	Meets Threshold (Y/N)
A CoC APR must be able to be generated at any time by any person with an HMIS login. Data on the report should be data they have data rights to see. Data should be filterable and should display and be programmed as described in HMIS APR Programming Specifications linked here for reference.	Example A: The CoC APR is a standard function that is accessible to all End Users with permission to reporting, is tied to data by username access, and is filterable according to HMIS APR Programming Specs.	Yes
A CoC APR must be able to be generated at any time by any person with an HMIS login. Data on the report should be data they have data rights to see. Data should be filterable and should display and be programmed as described in HMIS APR Programming Specifications linked here for reference.	Example B: We have a CoC APR that is programmed according to the HMIS APR Programming Specs, but only System Administrators can generate the export and save the report on their computer for upload to Sage.	No

Other criteria for moving beyond the threshold review can include:

- Whether the respondent completed the responses.
- Whether the respondent submitted their responses on-time.
- Whether the respondent priced items individually or provided an overall cost.
- Whether the respondent can demonstrate their performance criteria in person.

The solicitation should be explicit about how and why respondents move from one stage to the next. For example, an RFP may state that the "best and most adequate responses will move forward to Stage Two, and only the top three candidates as determined by the Stage One scores will be asked to participate in Stage Two."

Stage Two

Once a Stage One scoring process is complete, successful respondents can be invited to the next stage of the process: a live, in-person demonstration of the software. The scoring for this stage of the selection process should, again, be closely tied to the CoC's requirements and vendor's performance criteria responses.

Selection Committee

Below describes the process of selecting members to join a committee to help score the respondents during stage two. A mix of stakeholders helps bring a variety of uses of the software being purchased. Additionally, opinions about the best use of scarce resources are a strong addition to the selection process that can help alleviate future disagreements over the selection.

Depending on the complexity of the implementing jurisdiction, a selection committee can range from 5 to 20 people or more. CoCs can use a number of metrics to determine the complexity of the HMIS implementation. For example, uses of the data in the CoC for reporting purposes, or numbers of multiple systems accessing or contributing to the data for research and analysis purposes, or the number of HMIS Participating Agencies or End Users accessing the system for data capture purposes all may be factors in determining a CoC's HMIS implementation complexity. The more complex, the more Selection Committee members from the stakeholder body would be included in the process. As a reminder, educating Committee

members on HUD's procurement and HMIS requirements may be needed to ensure a successful outcome from the procurement (one that meets or exceeds HUD requirements).

Establish a set of criteria for participating in the selection committee:

- Arrive on time to meetings and stay throughout the entire meeting.
- Leave phones in pockets and on silent.
- Commit to attending all sessions and providing complete scores for each (scores cannot be reasonably assessed for comparison purposes without all scorers participating in each demonstration and providing scores).
- Emergency backup planning for non-attendance:
 - o Record each demonstration.
 - o Require scorer to watch recording and score prior to attendance at the next demonstration.
 - o One missed scorecard requires dismissal from the committee.

In the best-case scenario, a community's procurement process has support and excitement among the community of stakeholders, creating a situation where the CoC might have to turn folks away to keep the committee numbers manageable. Create an application process (much like hiring an employee) if there is a great deal of interest in participating in the selection committee. Make sure participants understand upfront what is expected of them if they join the committee.

If the CoC is hard-pressed to find participants to join the Selection Committee, the CoC may have to incentivize the work. For example, discounts on software license fees once the new software is implemented can encourage participation on the selection committee, or opportunities can be offered to participants to be the "early adopters" of the improved HMIS implementation. Transforming other groups in the community into the selection committee might be another way to find active participants. For example, the CoC's sub-committee for HMIS may easily become the committee that chooses the next HMIS software vendor.

HMIS staff have a role in the selection process, but should not dominate the representation of the committee, nor should HMIS staff dominate the overall decision-making process. The expertise the HMIS staff bring to the table should be valued and considered, along with other expertise, to create a broad representation of selection committee members.

Scoring Events

During Stage Two and Three of the selection process, scoring events take place. Any number of events can create an opportunity to score the respondents. Regardless of the event, however, the scores should be tied to each requirement and the demonstration of the performance criteria established by the respondent thereof.

Using the templates established throughout the guidance in this contract management toolkit, a scorecard can be easily created. See <u>Appendix C</u> "Scoring Template" for an example. The job of the procurement manager is to establish a scorecard that allows each member of the selection committee to consistently provide a score, up to a certain number of points possible depending on the importance (or "weight") of the item, for each requirement and response provided. The maximum number of points possible are obtained by a clear and thorough demonstration of not only the full requirement but clear performance language that helps the community understand when the requirement is being fulfilled.

Ensure that the selection committee is not dazzled by fancy add-ons or advanced technology, but rather scores each product against the requirements of the implementation. Keeping faithful to the list of requirements for functions and features of software to meet the reporting needs of the community and scoring the respondents against how well they meet those needs

with the product and services being offered, the selection committee should be well-positioned to recommend an apparent successful vendor.

Sample 1. Scoring Event Agenda

Vendor Respondent #1

Sample schedule—full day on-site

- 9:00 Start
- 9:00 am-10:00 am

Selection committee pre-meet (review responses from vendor, review scoring criteria, answer process questions)

• 10:00 am-12:00 pm

The vendor provides a discussion-based walkthrough of requirements and performance criteria responses and answers to selection committee's content questions

• 12:00 noon-1:00 pm

Lunch break (selection committee eat together and discuss—working lunch without vendor)

• 1:00-2:00 pm

Answer any remaining committee questions from the discussion-based walkthrough

• 2:00–4:00 pm

The vendor provides a software-based walkthrough (live demonstration) of requirements and responses, then answers any of the selection committee's content questions. The committee should have sample program participant files for testing collection and output from the demonstration software. Laptops/computers for each committee member are required

• 4:00–5:00 pm

Vendor excused; Selection committee discusses and scores based upon vendor's words on the solicitation response, *plus* explanation of performance criteria in discussion-based walkthrough

• 5:00 End

Scores should be independently arrived at. For example, group discussions among the selection committee should be focused on clarifying content and/or process, not getting to the same score as another scorer. Participation on the HMIS Selection Committee should include provisions to ensure minimal direct influence on scores by committee members occurs, and that conflicts of interest among members are acknowledged and mitigated.

There are several ways to approach the scoring of cost elements of any proposal:

- 1. Side-by-side comparisons of overall costs submitted by respondents can provide a reasonability test;
- 2. Line-by-line cost analysis by requirements can help the CoC understand the inputs from each potential vendor and the weight they give to one requirement over another, which can be scored against the CoC's own determination of the weight of requirements; and
- 3. If the Solicitation Document contained a "Not to Exceed" amount, the CoC can score respondents by whether the amount proposed exceeded the amount stated.

Stage Three

The final group of potential vendors should include two or three top-scoring respondents. The Selection Committee should at this point talk to other customers of the top-scoring

respondents in a defined reference check process. Using the same form for gathering scores across the spectrum of requirements against performance criteria, the knowledge that can be gained from current *and former* customers is invaluable to the selection process. Do not make the mistake of talking to only current customers. Asking the respondent for current *and past* customer references helps future customers mitigate risk with sound contract provisions and adequate insight into vendor capacity.

The order of activities could be reversed between Stage Two and Stage Three as described thus far. The CoC could decide to make reference checks first, and only invite a small number of respondents to the software demonstration stage. These processes should be documented clearly so that respondents to the solicitation understand each step of the process.

Final Selection

At this point, the HMIS Selection Committee is ready to make a final, score-based decision as to which respondent to name Apparent Successful Vendor and with which to enter into contract negotiation. In order to complete the selection, scores must be tabulated across all scoring events and analyzed for accuracy and compliance to the process documented.

Don't forget:

- Gather all score sheets at the end of each scoring event so there is accountability to the process and zero "lost" scores.
- Use analysis tools such as Microsoft Excel or Google Sheets to analyze scores using color scales (or "heat maps"), relativity scales, and weights to understand high scores, low scores, and scoring anomalies.
- Develop a report to explain to any non-successful respondent the scoring process and how the final decision was made. This is also good documentation for anyone in the larger CoC curious about the process.
- The HMIS or Data Sub-Committee of the CoC Board (or whatever the governance charter for the CoC determines is the body for the role) should provide final sign-off of the selection based upon the information provided by the CoC to the committee.

If the CoC cannot explain the decision, it is likely not ready to make a decision. More scoring events, more process clarification with all parties, and more requirements writing might be required. If the decision is easily documented and justified with the data gathered during the selection process, the CoC is ready to move into contract negotiation.

Here is an example of a final, tabulated scorecard using color scales to highlight a clear, apparent successful vendor:

Table 6. Score Card Example

Respondent	Requirement 1	Requirement 2	Requirement 3	Requirement 4	Points Possible	Total Score
А	25	24	25	24	100	98
В	24	21	22	24	100	91
С	22	20	19	22	100	83
D	20	20	20	20	100	80
Е	18	15	14	10	100	57
F	20	15	17	19	100	71
G	22	23	20	21	100	86
Н	15	14	15	14	100	58

Following the guidance provided, Respondents E and H would not have made it to Stage Two, and Respondents C, D, and F wouldn't have made it to Stage Three, leaving a "Top 3" that included Respondents A, B, and G. Respondent A is the clear "Apparent Successful Vendor" by score alone. If the scoring process was clear, transparent and included a number of opportunities ("events") for the respondents to prove their responses to the solicitation, a CoC can be assured the score garnered the right choice.

Negotiate Contract/MOU

The guidance provided in this section should be useful to CoCs regardless of whether a full procurement process occurred requiring a new contract or whether re-negotiating an existing contract is the task at hand. On the surface it looks fairly simple: First, draft the contract. Next, submit it to the contractor/apparent successful vendor. Then, give them time to make suggestions or corrections. Finally, sign the agreement. As is always the case, it is the details within the process that matter most.

If the CoC has followed the process up to this point, negotiation isn't going to be a difficult task because the negotiation of contract terms and conditions and Scopes of Work began with the solicitation document. A fully functional solicitation document includes the contract for all intents and purposes, and by responding and subsequently securing the designation as Apparent Successful Vendor, the contract was accepted as-is by the vendor.

If the CoC is attempting to amend an existing contract and/or develop or modify an MOU, the task may be a little more difficult, but not impossible. Contract re-negotiations at the time of amendment, additional SOWs, and MOUs (either stand-alone or as part of an existing contract) can mean the difference between successful implementation of HMIS locally and failure to perform on multiple fronts, up to and including losing funding for homeless assistance in the community. It is beneficial to all parties to attempt to modify a contract or create an MOU that includes provisions that are currently contentious or unmanageable if it means saving the community years of data migration headaches and an expensive procurement effort.

To start a draft contract revision or develop a new set of requirements or agreements, start with Requirements Writing. Clearly detailing the CoC's needs is the key to maintaining focus on the problem at hand and not be talked down from a crucial need during the negotiation process. While compromise is critical in order to execute a satisfactory contract for all parties, having knowledge of specific requirements, the reasons for them, and the impacts of not contracting for them ensures the executed contract and time spent negotiating it are beneficial to the CoC.

Once requirements are known, the contractor needs a chance to respond and provide their own details and requirements to be able to fulfill the contractor role. The surest way to understand what the vendor will do to fulfill the requirements is to request a response in terms of the performance criteria they propose to be applied to each requirement. Incorporating those requirements and performance criteria as the amendment or MOU allows each party to voice their understanding and commitment to the success of the implementation. Use the templates in Appendices A and B for community requirements and collect performance criteria efficiently.

Unwillingness by either party to participate in the negotiation: The party unwilling to participate has not answered (or had answered for them) the basic question: "What is in it for me?" If there is not a clear benefit to entering into negotiation on both sides, there will not be much incentive to compromise and get to a final agreement. Use cost/benefits analysis and resource allocation tools to map the consequences of operating without a shared agreement on deliverables. Truly, most parties can be brought to a negotiation table if the cost/benefit is demonstrated.

Execute Contract

Once the negotiation is over, the contract needs to be executed, which means that both parties have signed it, dated it, and it has been filed in the official way that contracts are executed for the CoC. Most organizations have policies and procedures in place for recording and executing official, legal contracts. Consult with local legal representation to understand what it means to officially execute a contract in the CoC.

Monitor and Enforce

Contract monitoring should be used to help fully realize the benefits of implementing HMIS in the community. Monitoring a contract for compliance to terms established through execution and amendment should occur annually at a minimum, but quarterly is a better practice. Monitoring a vendor for adherence to the SOW and project deliverables agreed to during the purchase process (or amended/added to the contract at a later date) should occur with each invoice payment. Shifting the definition of "monitoring" to include the act of paying the bill means that the community has a more regular and frequent check-in on requirements of their system, and it helps ensure that the little issues don't go unresolved for long periods of time and don't become much larger issues.

Invoice/Scope of Work (SOW) Monitoring

A regular check-in at least monthly between the parties of the agreement establishes the foundation for future conflict management. A standing agenda such as follows ensures that each party is able to escalate issues appropriately, in a timely manner, and for the right audience.

Sample 2. Monthly Contract Check-In Agenda

Review latest detailed invoice

- Review SOW
- Review outstanding open customer service tickets

Clear and effective contract management involves the ability of the CoC to review each requirement, document whether performance has met or exceeded the expectation, and take corrective action if not. There are many actions to take, and they should be delineated in the

contract:

- Letter of notice of failure to perform, with the remediation steps clearly outlined;
- Notice of future reference check standing (in other words, the ability of the CoC to provide positive reference checks for potential new customers could be in jeopardy); and
- Non-payment for services not rendered per the SOW in the contract.

Holding back a small portion of the overall payment of a *monthly invoice* to ensure requirements are being met is a way to both resolve issues quickly and to catch small issues early to avoid them turning into larger issues later. However, if the vendor only invoices annually, then this will not be an option. Withholding any payment at all might have other consequences (like system access being temporarily suspended), so it is not to be undertaken without a solid process leading up to that step.

Below is an example of using a *monthly invoice* process to withhold a small portion of the total monthly fees for services rendered in the case of not receiving something contracted for:

The conflict that the CoC is addressing at this time is the fact that other project's data is ending up being reported on a different project's APR. The contract manager logged a ticket with the vendor and it was discussed as an open ticket on the next month's contract check-in call, but it is now month two and the issue is still occurring. When the monthly invoice for HMIS services arrives from the vendor, the contract manager can look at the requirement ("Description" in the table below), the vendor's performance criteria ("Response" in the table below) and decide whether to hold back that portion of the invoice until such time that the issue is resolved. In this example, the vendor fixed the issue, so the amount "held back" can be paid with the next month's invoice. Keeping careful tabs on held-back amounts so that they can be paid upon receipt of the functionality required is critical to the success of this contract management procedure. For example, the template in Appendix D can be used as follows:

Table 7. Billing Cycle Example

			Month A (after ticket logged)			Month B (issue resolved)		
#	Description	Response	Invoice Amount	Hold Back Amount	Total Paid	Invoice Amount	Hold Back Amount	Total Paid
Ex.1	person with an HMIS login. Data on the	a standard function that is accessible to all End Users with permission to reporting, is tied		\$500	\$0	\$500	\$0	\$1000

The "held back" amount from one month is color-coded to be clear that it is still due at some point later when the issue is satisfactorily resolved. The holdback is justified because the APR Programming Specifications state that the CoC APR reports should only pull data explicitly entered by and attached to each program participant's latest project stay for the particular

project being reported on. Furthermore, the vendor's response states that the CoC APR report will be "tied to data by username access"; in the case of this example, it was pulling data from other users.

In the reverse, if the contract manager can't find cause to hold back payment, or revisits the contract to find that the requirement wasn't written clearly enough to be definitively in their favor, a new approach will be required: either the vendor is adequately compensated for development work to implement a "new feature" of the software product, or the requirement must be amended to be clearer for the vendor to be able to satisfactorily fulfill it. This approach would involve a minor contract amendment to update the SOW to include the new development item or clarify the requirement and performance criteria.

The key to managing the SOW is writing a successful one from the beginning and using what will be the SOW in the requirements writing, solicitation, selection, and execution phases of contract management. Tying money to each requirement is an added benefit and gives both sides leverage to understand all the details of making a successful HMIS operational in each community.

Monitoring of Other Terms/Conditions

Regular monitoring of the parts of the contract that aren't the SOW is critical for several reasons. First and foremost, monitoring keeps the CoC in touch with the contractor and builds essential relationships, especially early in the contract. It establishes clear lines of communication between the managers of the contract at both parties and sets the stage for ongoing commitments from both sides to see the work done correctly and efficiently. If done thoughtfully, contract monitoring can add years to the life of a contractual relationship. The consideration of monitoring as an essential element to sound contractual relationships is the first step in ensuring that contract monitoring is beneficial and worthwhile to all.

Start the contract monitoring process by listing out all the terms and conditions in the contract. As a good practice, one of the conditions of the contract may be that the vendor would subject themselves to regular monitoring with a frequency that should be defined in the contract. Annual is usually the approach, though a quarterly "desk monitoring" allows for a more frequent opportunity to establish this part of the HMIS Lead-Vendor Contract Manager relationship.

Next, go through each condition of the contract for the following criteria:

- ✓ Contract condition met or not met or unknown (select one)
- ✓ Follow up required to understand condition status (Y/N)
- ✓ Condition not activated and therefore not monitor-ready (Y/N)
- \checkmark Fiscal implication of condition not met (Y/N)
- ✓ Further fiscal review required (Y/N)

After the first pass through each condition against the criteria above, a written explanation will need to be drafted with corrective actions to be taken and deadlines for correction listed per action if there is any combination of conditions that:

- a. Were not met,
- b. Require follow up to understand further, or
- c. Have fiscal implications or require further fiscal review.

The legal department, fiscal department, and executive departments at each agency should be involved in validating and resolving any findings during contract monitoring. Documentation is key to ensuring adequate follow-up and resolution.

Perhaps the most critical recommendation that can be covered in a contract management

resource helping HMIS Leads and HMIS vendors resolve longstanding issues in the implementation of HMIS is to keep a specific focus on maintaining relationships between parties. Writing, executing, and monitoring effective contracts helps ensure the relationship between the parties remains healthy and successful.

Appendix A: Functions and Features Template

The following templates are offered as examples and correspond with specific definitions, details, use cases, and instructions in the following sections of the Contract Management Toolkit: Writing Requirements

#	Category	Requirement Name	Description
Ex. 1	Reporting	Produce CoC APR for upload to Sage on regular grant cycle deadlines (annually) and for ongoing data quality monitoring of CoC funding program recipients (monthly)— AGGREGATE Report	A CoC APR must be able to be generated at any time by any person with an HMIS login. Data on the report should be data they have data rights to see. Data should be filterable and should display and be programmed as described in HMIS APR Programming Specifications.
Ex.2	Reporting	Produce CoC APR for upload to HUD on regular grant cycle deadlines (annually) and for ongoing data quality monitoring of CoC funding program recipients (monthly)—DETAILS Report	Data should be filterable and should follow the programming instructions in HMIS APR Programming Specifications. However, the display for this report should be: a. An exportable excel spreadsheet of program participant data including (at the least) all fields used for reporting purposes, the APR Question # to which the program participant belongs, and could also include metadata elements where helpful for data quality purposes (userID, datecreated, etc.); and b. Clickable on the PersonID (in the same excel output) to lead back to the HMIS record dynamically.

Appendix B: Soliciting Responses Template

The following templates are offered as examples and correspond with specific definitions, details, use cases, and instructions in the following sections of the Contract Management Toolkit: Procurement and Selection

#*	Category*	Requirement Name*	Description*	What will it look like when it is complete?	
Ex.	Reporting	on regular grant cycle deadlines	A CoC APR must be able to be generated at any time by any person with an HMIS login. Data on the report should be data they have data rights to see. Data should be filterable and should display and be programmed as described in HMIS APR Programming Specifications.	Vendor Response: The CoC APR is a standard function that is accessible to all End Users with permission to report, is tied to data by username access, and is filterable according to HMIS APR Programming Specifications.	\$500.00/ month
Ex.	Reporting	Produce CoC APR for	Data should be filterable and should follow the programming instructions in HMIS APR Programming Specifications. However, the display for this report should be: c. An exportable excel spreadsheet of program participant data including (at the least) all fields used for reporting purposes, the APR Question # to which the program participant belongs, and could also include metadata elements where helpful for data quality purposes (userID, datecreated, etc.); and d. Clickable on the PersonID (in the same excel output) to lead back to the HMIS record dynamically.	Vendor Response: The CoC APR Details Report is a standard feature that: a. Uses all the data from the HMIS Programming Specifications; b. Lays the data out in a spreadsheet format; c. Allows for dynamic interaction with the HMIS software in a connected setting;and d. Expedites filtering and finding of data quality errors for quick-fix turnaround.	\$500.00/ month

^{*}Same as Appendix A

Appendix C: Scoring Template

The following templates are offered as examples and correspond with specific definitions, details, use cases, and instructions in the following sections of the Contract Management Toolkit: Procurement and Selection

#*	Requirement Name*	Description*	 	Demo Points Possible	Score	Total Score
1						
2						
3						
Etc.						

^{*}Same as Appendices A and B

Appendix D: Monthly Invoicing Template

The following templates are offered as examples and correspond with specific definitions, details, use cases, and instructions in the following sections of the Contract Management Toolkit: Monitor and Enforce

					Month 1		Month 2 (and so on)	
#*	Item*	Description*	Invoice	Hold	Total	Invoice	Hold	Total
			Amount	Back	Paid	Amount	Back	Paid
				Amount			Amount	
1								
2								
3								
etc.								

^{*}Same as Appendices A, B, and C

Appendix E: Reference Materials

- <u>Vendor Contracting 101</u>
- Vendor Contracting 201
- Vendor Relations and Changing Software
- Managing Vendor Relations and HMIS Contracting
- HMIS Cost Estimation Guidelines