



Murfreesboro Housing Authority
 415 N. Maple St.
 Murfreesboro, TN 37130
 615-893-9414

Request for Proposals

	Fire system services & Burglar Alarm Services A2021-01
Responses Must Arrive No Later Than (As MHA's clocks indicate)	11:00 a.m. CST on May 28, 2021
Deliver Responses to:	Murfreesboro Housing Authority ATTN: RFP response 415 N. Maple St. Murfreesboro, TN 37130 Or email to jjones@mha-tn.org with subject RFP response A2021-01
Electronic Copies	Electronic copies are available on MHA's website www.mha-tn.org
Responses may be Emailed to MHA	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Email to jjones@mha-tn.org subject RFP response A2021-01
Prebid meeting	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Prebid Meeting is Mandatory	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not Applicable
Prebid Meeting Date and Time	May 3, 2021 1:00 P.M. CST
Prebid Meeting Location	MHA Maple Room 415 N. Maple St. Murfreesboro, TN 37130 with Adam Lawson, Director of Maintenance
Questions About This Solicitation Deadline	Deadline to submit questions to Adam Lawson's email alawson@mha-tn.org is May 17, 2021. All questions and answers will be posted to https://www.mha-tn.org procurement section. Suppliers are responsible for viewing the website to review all questions and answers prior to submitting proposals. MHA will not accept questions via telephone.
Award Results	MHA posts the award decision to its web page at: www.mha-tn.org
Open Records/Public Access to Documents	All documents provided to MHA are subject to the Tennessee Open Meetings Act (TCA 8-44-101) and open records requirements.

Check MHA's webpage (<https://www.mha-tn.org>) for addenda and changes before submitting your response



1. Background and Intent

- a. The Murfreesboro Housing Authority (MHA) is a nonprofit Tennessee corporation organized on September 13, 1950, to provide housing for low-income families. The Authority is governed by a five-member Board of Directors appointed by the Mayor of Murfreesboro. The C.E.O., presently L. Thomas Rowe, is appointed by the Board and serves as Secretary/Treasurer of the Board.

The Authority owns and manages 120 Conventional Public Housing units, consisting of 2 projects in the city of Murfreesboro, 876 HCV vouchers, 230 Westbrooks Towers multi-family housing units, 76 Oakland Court I multi-family housing units, and 8 Private Ownership rental units. MHA has issued this solicitation for itself.

- b. MHA uses “supplier” as inclusive of various words describing interested parties often called “vendor,” “bidders,” “contractors” and “proposers.”
- c. Every five years MHA must re-solicit proposals and thus MHA is now soliciting proposals for fire system services & burglar alarm services that will commence on or around July 1, 2021.
- d. MHA’s goals for this solicitation include:
- Quality service for fire system services
 - Variance of effort by MHA site to reflect varying needs
 - Cost control
 - Flexibility to meet changing and assorted needs
- e. MHA reserves the right to award to more than one vendor if this is in its best interest.

2. Changes after Award

It is possible that after award MHA will need to revise the service needs or requirements specified in this document. MHA reserves the right to make such changes after consultation with the supplier. Should additional costs arise, the supplier must document increased costs. MHA reserves the right to accept and negotiate these charges.

3. Codes and Ordinances

All work covered by these award documents is to be done in full accord with national, state and local codes, ordinances and orders that are in effect at the time the work is performed.

4. Contact Policy

Only contact MHA’s Director of Maintenance or Procurement Division about this solicitation from the issuance of this RFP until its award. Information obtained from any other person will not affect the risks or obligations assumed by the proposer or relieve the proposer from fulfilling any of the conditions of the resulting award. Such contact can disqualify the proposer from the solicitation process.

5. **Damage**

The awarded supplier is responsible for any and all damage to buildings, equipment, grounds, premises and all other types of potential resulting from the provision of the services requested herein.

6. **Employees**

Supplier(s) will:

- a. Allow only personnel thoroughly trained and skilled to work on the job. Employees are not to be accompanied in their work area by acquaintances, family members, assistants or any person unless said person is an authorized employee of the supplier.
- b. Have sufficient personnel to complete the work in a timely manner.
- c. Provide adequate supervision and adequate discipline among his/her employees.
- d. Provide at least one employee on every job assignment with the ability to speak, read, write and understand English so MHA's staff can communicate effectively with them.
- e. Employ the quantity and quality of supervision necessary for both effective and efficient management at all times.
- f. Ensure that employees have proper identification displayed while on the job site. Employees must wear a company uniform or have photo identification badges at all times.
- g. Employees parking vehicles (whether corporately or privately owned) must ensure that company identification is on the vehicles. This may be by placards on the vehicle's side, laminated paper with the company name placed on the dashboard or other means.
- h. Any and all successful proposers, proposer's employees, proposer's sub-contractors and the employees of any sub-contractors must submit to a criminal history records check at the proposer's expense, conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation. The proposer must provide proof of satisfactory results from background checks for each employee who will work on MHA's property.

7. **Equipment**

Supplier(s) shall provide all necessary equipment, materials, supplies, et cetera needed for the performance of the work.

8. **Evaluation**

- a. MHA alone determines the supplier's "responsive" and "responsible" status prior to award. Responsible means a business with the financial and technical capacity to perform the requirements of the solicitation and subsequent contract. A responsive proposal is one that fully conforms in all

material respects to the solicitation document and all of its requirements, including all form and substance.

- b. MHA reserves the right to request additional information to assist in the evaluation process.
- c. MHA will review all proposals and reserves the right to request necessary modifications, waive minor technicalities, reject all proposals, reject any proposal that does not meet mandatory requirement(s) or cancel this RFP, according to MHA’s best interests.
- d. MHA may require oral presentations as part of the evaluation process.
- e. MHA plans to award to the best overall proposal on the following evaluation scale:

Factors	Maximum Points
Business Capabilities and Strength	20
Cost	40
References	5
Strength of Service Plan	35
Total	100

9. **General Instructions**

MHA does not insert “**General Instructions to Suppliers**” in solicitation documents. These instructions are at www.mha-tn.org. Click on “Procurement” and then follow the link to the instructions. The supplier’s submittal means acceptance of the terms and conditions set forth in MHA’s “General Instructions to Suppliers.”

Paragraphs in the “General Instructions” document that **do not** apply to this solicitation: None

10. **Insurance**

See Appendix 1. These insurances and levels **are required** and not optional. If you or your insurance agent have concerns or believe that some coverages are not necessary, email jjones@mha-tn.org detailing any requested changes before this solicitation’s due date.

11. **Invoicing/Ordering**

- a. MHA has no legal obligation to pay for work performed prior to acceptance by the Director of Maintenance. Emergency situations are exempted from this statement and such situations can be approved by the Director of Maintenance.
- b. Suppliers are asked to email invoices within 10 days following work completion and are required to submit invoices within 30 days following the delivery of the goods or services. MHA may deny invoices submitted after the 30-day threshold. Invoices must have invoice numbers.
- c. MHA pays by check.

- d. The purchase of goods and services for use by MHA owned properties are exempt from Tennessee sales and use tax pursuant to Tennessee Code Annotated 67-6-329(a) (4) and MHA is generally exempt from the Federal Excise tax. Upon the award of a contract, MHA will provide a State of Tennessee Sales Tax Exemption form to the supplier. MHA will not pay taxes on invoices for its tax exempt properties.
- e. For accounting purposes, MHA must receive separate invoices for various entities that goods or services are being provided for. Thus the supplier will generally:
 - Bill each specific site for work performed or goods delivered.
- f. Invoices must:
 - Be numbered
 - List a date on them that is after the work is completed or goods delivered
 - Breakdown pricing according to the award structure
 - Show the supplier’s name, address and phone number

12. Length of Award

The length of the contract will be twelve months with four optional annual renewals that MHA may exercise at its discretion.

13. Licenses

The proposers shall maintain all licenses necessary to conduct business in the State of Tennessee.

14. Locations

MHA has the locations listed below which need these services. MHA may delete sites and/or add sites as MHA’s needs change.

Site	Address	Contact Person	Phone	Number of Apartments	Number of Buildings	Social Hall, Common Areas, Office, Maintenance Shop, gyms, etc.	Type
MHA Main office	415 N. Maple St. Murfreesboro, TN 37130	Adam Lawson, Director of Maintenance	615- 785- 4706		1		Office

15. Price Structure

- a. At the end of each twelve-month period, the awarded supplier(s) may request a change to the agreed to price. The supplier(s) must provide proof of increased Producer Price Index (Murfreesboro) to the Procurement Division. Suppliers may lower prices at any time with or without notice. MHA will decide whether to accept a price increase. If the price increase is accepted, the solicitation file will be so noted. If the price increase is not accepted, the supplier may:
 1. Continue with the existing pricing.
 2. Suggest an alternative price increase.
 3. End the award.
- b. MHA does not pay fuel surcharges.
- c. MHA will consider price increases due to tariffs and embargos upon submitted documentation. However, MHA reserves the right to deny such requests. Further if a price increase is granted due to a tariff or embargo, prices must return to their previous rates once the issue is resolved.

16. Representations

By submitting a response, the supplier represents and warrants:

- a. That the supplier is financially solvent and that it is experienced in and competent to perform the type of work, and/or to furnish the personnel, plans, materials, supplies or equipment to be performed or furnished by it; and
- b. That the supplier is familiar with all federal, state, municipal and county laws, ordinances and regulations, which may in any way affect the work of those employed therein, including but not limited to any special acts relating to the work or to the project of which it is a part; and
- c. Suppliers are required to visit the office (properties) and become fully familiar with conditions as they exist.
- d. The failure or omission of the supplier to receive or examine the solicitation document or any part of the specifications, or to visit the sites and acquaint themselves as to the nature and location of the work, the general and local conditions and all matters which may in any way affect performance will not relieve the supplier of any obligation to perform as specified herein.
- e. By submitting a response to this solicitation, each supplier is certifying that they have inspected the apartments/sites and have read the solicitation and all appendices and addenda.

17. Responsibilities

At no expense to MHA, the supplier(s) will:

- a. Provide quality control for all services provided.

- b. Provide competent supervision.
- c. Provide competent workers.
- d. Take precautions necessary to protect persons or property against injury or damage and be responsible for any such damage, or injury that occurs as a result of their fault or negligence.
- e. Perform work without unnecessarily interfering with the activities of MHA, residents or other suppliers.

18. Safety/OSHA Guideline Compliance

- a. Staff and public safety are of prime concern to MHA. All costs are the supplier's responsibility.
- b. Supplier(s) shall comply with all applicable OSHA and TOSHA, rules. Regarding Covid 19, suppliers shall follow guidelines issued by CDC, OSHA, and the TN Dept. of Health to protect staff and clientele.
- c. The supplier(s) shall ensure that its employees exercise all necessary caution and discretion to avoid injury to persons or damage to property.
- d. The supplier(s) is responsible for providing and placing barricades, tarps, plastic, flag tape and other safety/traffic control equipment to protect the public, surrounding areas, equipment and vehicles.
- e. The supplier(s) will protect all buildings, appurtenances and furnishings from damage. The supplier(s) shall, at his expense, repair such damages (or replace the items) by approved methods to restore the damaged areas to their original condition.
- f. Supplier(s) shall use caution signs as required by OSHA Regulation 1910.144 and 1910.145.
- g. Markings or labeling of materials containing hazardous or toxic substance or wastes shall be in accordance with all Federal, State and County laws, ordinances, rules and regulations.
- h. Suppliers are advised that Safety Data Sheets (SDS) must be provided for each product intended for use within the MHA system. *As work is performed*, submit the SDS to the property management team at each site.
- i. The successful supplier(s) will provide SDS's for each product used at MHA. *Upon award*, submit the SDS to the Director of Maintenance. Whenever the chemicals used change, the supplier(s) will supply the new information to the Director of Maintenance.

19. Section 3 of the HUD Act of 1968

Section 3 is a provision of the Housing and Urban Development Act of 1968 which requires that programs of direct financial assistance administered by the U.S. Department of Housing and Urban Development (HUD) provide, to the greatest extent feasible, opportunities for job training and employment to lower income residents in connection with projects in their neighborhoods. Further, to the greatest extent feasible, contracts in connection with these projects are to be awarded to local businesses. Section 3 is a tool for fostering local economic development, neighborhood economic improvement and individual self-sufficiency.

- a. Recipients and suppliers must make a good faith effort to utilize Section 3 area residents as trainees and employees in connection with the project. Targeted recruitment and the selection of Section 3 area residents for available positions are two examples of good faith efforts to meet this requirement.
- b. Recipients and suppliers must make a good faith effort to award contracts to Section 3 business concerns for work in connection with the project. An example of a good faith effort to meet this requirement is the implementation of an affirmative action plan, which includes targets for the number and dollar value for awarding contracts to Section 3 business concerns.
- c. Recipients and suppliers must keep records and submit reports to HUD documenting the good faith efforts taken and the results of these actions. Examples of such documentation include letters to community organizations, employment development and business development centers, copies of solicitations for bids or proposals, and copies of affirmative action plans.
- d. How can businesses find Section 3 residents to work for them? This can be accomplished by recruiting in the neighborhood and public housing developments to tell about available training and job opportunities. Distributing flyers, posting signs, placing ads, and contacting resident organizations and local community development and employment agencies to find potential workers are a few effective ways of getting jobs and people together.
- e. All contracts awarded are subject to Section 3 requirements. Supplier shall seek to fill all positions that are unfilled with MHA residents. For additional information, go to <https://www.hud.gov/section3>. The successful supplier will give MHA job announcements for any position that must be filled as a result of the award of MHA work. These can be faxed to 615-893-9436.
- f. A Section 3 resident is one who lives within a public housing authority's site. It is also people who live in an area with a HUD assisted program and whose income is below HUD's low income requirements.
- g. A Section 3 business is one that:
 - 1. Is at least 51% owned by a Section 3 resident; or
 - 2. Employs Section 3 residents for at least 30% of its employee base; or
 - 3. Makes a commitment to sub contract at least 25% of the project's dollars to a Section 3 business.

- h. Upon award, the successful supplier will supply two documents to MHA:
1. A Section 3 Business determination provided one is not already on file.
 2. A Section 3 Business plan for this work.

20. Security

The successful supplier is responsible for providing (if necessary) all security to equipment, materials, personnel and tools that are required for this work. MHA is not responsible for damage or losses to equipment, materials, personnel, tools or the apartment.

21. Smoking Policy

MHA's Smoke Free policy is applicable to you, your employees and subcontractors.

- a. The policy mandates:
- No smoking on owner's property
 - No e-vape or similar usage on owner's property
 - The Smoke Free policy applies in personal or corporate vehicles on owner's property
- b. Applicable definitions include:
- "Smoking" means inhaling, exhaling, burning or carrying any lighted or heated cigar, cigarette or pipe, or any other lighted or heated tobacco or plant product intended for inhalation, including hookahs and marijuana, whether natural or synthetic, in any manner or in any form. "Smoking" also includes the use of an electronic smoking device which creates an aerosol or vapor, in any manner or in any form.
 - "Electronic Smoking Device" means any product containing or delivering nicotine or any other substance intended for human consumption that can be used by a person in any manner for the purpose of inhaling vapor or aerosol from the product. The term includes any such device, whether manufactured, distributed, marketed or sold as an e-cigarette, e-cigar, e-pipe, e-hookah or vape pen or under any other product name or descriptor.
 - Property means all buildings, parking lots, streets, structures and **land** owned by owners. Should supplier staff be observed violating these requirements, MHA's Procurement Division will notify the supplier about the problem. Should there be recurrences, MHA may ask the supplier to not send the employee to MHA's property. Repeated offenses may result in forfeiture of your awarded "contract."

22. Subcontractors

Subcontractors must:

- a. Be approved by MHA prior to beginning work. Any changes must be approved by MHA.

- b. Not be on HUD's nor the State of Tennessee's debarment lists.
- c. Carry the insurance coverages as outlined herein.

23. Work Hours

MHA's normal work hours typically begin at 7:30 a.m. with the supplier exiting by 3:30 p.m. or as otherwise agreed to by the supplier and the site management.

Scope of Work and MHA Information

24. Introduction

Proposers are to monitor MHA 24 hours/day 7 days/week, inspect yearly & perform yearly maintenance or as needed maintenance (with agency's prior approval) for our Silent Knight Model 5820XL Fire Alarm system with compatible 7 pull stations, 1 heat detector, 28 smoke heads, 5 duct detectors, 24 rechargeable fire extinguishers. Accordingly, MHA is prescribing its desired outcomes as opposed to prescribing the specific steps to be taken in achieving the outcomes. Service must follow fire system services industry current best practices.

Proposers are to monitor MHA & other sites as listed below:
24hour/day 7 days/week DSC Burglar Security Key Pads for MHA office.

- a. MHA reserves the right to negotiate with the supplier(s) for the purchase of related fire safety equipment or burglar alarm equipment not specifically covered herein and to add (or delete) buildings or parts of buildings to (or from) the agreement. MHA reserves the right to solicit these services from other suppliers at its discretion.

25. Bonding

Supplier(s) must bond their employees for this work and maintain this bonding throughout the award.

26. Documentation Requirements

- a. Service visit documentation will be given to the Director of Maintenance within 24 business hours.
- b. The supplier(s) will supply and maintain a fire safety information book for each property. The book is to contain:
 - Servicer licenses
 - Award/service agreement
 - Educational materials for staff and residents
 - Focus apartment list
 - Potential notifications/preparation instructions

- Product labels (or links to labels) and Safety Data Sheets (SDS) for all equipment containing chemicals
- Proof of insurance and business registration
- Service log (containing the Routine Service Forms and Site Service Tickets)
- Service schedule

c. Supplier(s) will provide warranty documents to the site manager which must indicate the:

- Site or Apartment where the installation occurred.
- Area (floor, wing, et cetera).
- Detailed diagram indicating the specific area(s) covered under the warranty.

d. The supplier(s) and the Procurement Director will negotiate a standard and approved contract document for all work so that the document does not have to be reviewed each time prior to signature.

27. Legal and Proper Product Application

a. Suppliers are responsible for compliance with all applicable federal, state and local fire system services codes, laws and regulations. Suppliers will only use products in any manner consistent with its labeling.

28. Services, Outcomes and Parameters

a. Basic Services

Service will include both interior spaces and exteriors of each building.

b. Structural Modifications

Supplier(s) may recommend structural changes. However, MHA must issue written permission before any modification of any structure covered by this award occurs.

- Any penetration or the drilling of access ports to accommodate the installation of equipment of the facilities must be coordinated so as not to disrupt or create friable asbestos at any location.
- After installation, the supplier will patch any access ports caused by the drilling with the manufacturer's recommended product.

29. Utilities

a. MHA typically does not supply utilities for suppliers when work is at or in its apartments (or houses), because the residents pay their own utility bills. In such cases, the supplier will make arrangement for any necessary utilities.

- b. When work is at MHA office areas and other non-resident locations, MHA will typically provide utilities for suppliers as long as they are currently available at the area.

30. **Submittal Instructions**

Submit your information in the order indicated below:

Document Number	Title
Solicitation Document A	General Response Section
Solicitation Document B	Affidavits
Solicitation Document C	HUD Form 5369A
Solicitation Document D	Business Capabilities
Solicitation Document E	Service Plan
Solicitation Document F	References
Solicitation Document G	Cost Proposal
Solicitation Document H	Sample Contracts

- a. Place your company’s name on each page and number all pages consecutively
- b. The use of tables in presenting information facilitates the evaluation team’s review.
- c. Do not use phrases such as “See the attached” or “Will be provided upon award.”
- d. Bind proposals simply since MHA ultimately scans documents into electronic format. Acceptable binding methods include paper clips, staples and three ring binders.

Note: Proposers are to complete their responses in MS Word format!

This and the Previous Pages Do Not Need to be Returned

**Fire system and Burglar Alarm services A2021-01
Solicitation Document A General Response Section**

General Information about the Supplier

Sign Your Name to the Right of the Arrow →

Your signature indicates you read and agree to "MHA's General Instructions to Suppliers" (www.mha-tn.org) and that you are authorized to bind the supplier or are submitting the response on behalf of and at the direction of the suppliers' representative authorized to contractually bind the supplier. I represent that the supplier or its applicable representative(s) has reviewed the information contained in this Solicitation Package and that the information submitted is accurate.

Printed Name and Title →

Company Name →

Street Address →

City/State/Zip →

Contact Person (Please Print Clearly) →

Telephone Number →

Cell Number →

Supplier's E-Mail Address (Please Print Clearly) →

Addenda

Addenda are at www.mha-tn.org. Click on "Procurement" and then on "Open Solicitations" to find addenda. Please check for addenda prior to submitting a proposal.

Acknowledge addenda have been issued by checking below as appropriate:

None Addendum 1 Addendum 2 Addendum 3 Addendum 4 Addendum 5

Statistical Information (Check all the apply)

This business is at least 51% owned and operated by a woman Yes No

This business qualifies as a small business by the State of Tennessee Yes No
Total gross receipts of not more than \$10,000,000 average over a three-year period OR employs no more than 99 persons on a full-time basis

This business qualifies as Section 3 business (as defined by HUD): Yes No
It is at least 51% owned by a Public Housing resident or it employs Section 3 residents for at least 30% of its employee base; or it commits to subcontract at least 25% of the project's dollars to a Section 3 business.

This business is owned & operated by persons at least 51% of the following ethnic background:

Asian/Pacific Black Hasidic Jew Hispanic Native Americans White

Cooperative Procurement

Subject to additional location/delivery charges, the supplier agrees to extend the offered costs to other governments if the government so desires. Yes No

Prompt Payment Discount

A prompt payment discount of _____% is offered for payment within ____ days of submission of an accurate and proper invoice.

Certificate of Liability Insurance (COI)

Suppliers reviewed requirements and can provide insurance certificates within time line. Yes No

Supplier: _____

Conflict of Interest

1. No commissioner or officer of MHA or other person whose duty it is to vote for, let out, overlook or in any manner superintend any of the work for MHA has a direct interest in the award or the supplier providing goods or services.
2. No employee, officer or agent of the grantee or sub-grantee will participate in selection, or in the award or administration of an award supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, any member of his immediate family, his or her partner, or an organization, which employs, or is about to employ, any of the above, has a financial or other interest in the supplier selected for award.
3. The grantee's or sub-grantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from suppliers, potential suppliers or parties to sub-agreements.
4. By submission of this form, the supplier is certifying that no conflicts of interest exist.

Drug Free Workplace Requirements

5. Private employers with five or more employees desiring to contract for construction services attest that they have a drug free workplace program in effect in accordance with TCA 50-9-112.

Eligibility

6. The supplier is eligible for employment on public contracts because no convictions or guilty pleas or pleas of nolo contendere to violations of the Sherman Anti-Trust Act, mail fraud or state criminal violations with an award from the State of Tennessee or any political subdivision thereof have occurred.

General

7. Supplier fully understands the preparation and contents of the attached offer and of all pertinent circumstances respecting such offer.
8. Such offer is genuine and is not a sham offer.

Iran Divestment Act

9. Concerning the Iran Divestment Act (TCA 12-12-101 et seq.), by submission of this bid/quote/proposal, each supplier and each person signing on behalf of any supplier certifies, and in the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not on the list created pursuant to § 12-12-106.

Non-Collusion

10. Neither the said supplier nor any of its officers, partners, owners, agents, representatives, employees or parties interest, including this affiant, has in any way colluded conspired, connived or agreed, directly or indirectly, with any other responder, supplier, or person to submit a collusive or sham offer in connection with the award or agreement for which the attached offer has been submitted or to refrain from making an offer in connection with such award or agreement, or collusion or communication or conference with any other supplier, or, to fix any overhead, profit, or cost element of the offer price or the offer price of any other supplier, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against MHA or any person interested in the proposed award or agreement.
11. The price or prices quoted in the attached offer are fair, proper and not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the supplier or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Accuracy of Electronic Copies

12. If the supplier provides electronic copies of the bid/proposal/quote to MHA, the supplier certifies that the information provided on paper and in the electronic format is identical unless specifically noted otherwise.

No Contact/No Advocacy Affidavit

13. After this solicitation is issued, any contact initiated by any proposer with any MHA representative concerning this proposal is strictly prohibited-except for communication with the Procurement Division or our Director of Maintenance. My signature signifies that no unauthorized contact occurred.
14. To ensure the integrity of the review and evaluation process, respondents to this solicitation nor any firm representing them, may not lobby or advocate to MHA staff or Board members. My signature signifies that no unauthorized advocacy occurred.

The undersigned hereby acknowledges receipt of these affidavits and certifies that the submittal in response to this solicitation is in full compliance with the listed requirements.

Signed by _____	
Printed Name _____	
Title _____	
Subscribed and sworn to before me this date	
By (Notary Public) _____	
My Commission Expires on _____	
Notary Stamp	

**Representations, Certifications,
and Other Statements of Bidders**
Public and Indian Housing Programs

Table of Contents

Clause	Page
1. Certificate of Independent Price Determination	1
2. Contingent Fee Representation and Agreement	1
3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	1
4. Organizational Conflicts of Interest Certification	2
5. Bidder's Certification of Eligibility	2
6. Minimum Bid Acceptance Period	2
7. Small, Minority, Women-Owned Business Concern Representation	2
8. Indian-Owned Economic Enterprise and Indian Organization Representation	2
9. Certification of Eligibility Under the Davis-Bacon Act	3
10. Certification of Nonsegregated Facilities	3
11. Clean Air and Water Certification	3
12. Previous Participation Certificate	3
13. Bidder's Signature	3

1. Certificate of Independent Price Determination

(a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

(b) Each signature on the bid is considered to be a certification by the signatory that the signatory--

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

[insert

full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000) in Solicitation Document B attached

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [] is, [] is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

(b) The bidder represents and certifies as part of its bid that, except for full-time bona fide employees working solely for the bidder, the bidder:

(1) [] has, [] has not employed or retained any person or company to solicit or obtain this contract; and

(2) [] has, [] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(c) If the answer to either (a)(1) or (a)(2) above is affirmative, the bidder shall make an immediate and full written disclosure to the PHA/IHA Contracting Officer.

(d) Any misrepresentation by the bidder shall give the PHA/IHA the right to (1) terminate the contract; (2) at its discretion, deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal 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 on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) 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 on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the bidder; or,
- (b) Impair the bidder's objectivity in performing the contract work.

[] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

- (1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,
- (2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of 90 calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

7. Small, Minority, Women-Owned Business Concern Representation

The bidder represents and certifies as part of its bid/ offer that it --

(a) [] is, [] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) [] is, [] is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) [] is, [] is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- | | |
|---|---|
| <input type="checkbox"/> Black Americans | <input type="checkbox"/> Asian Pacific Americans |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans |
| <input type="checkbox"/> Native Americans | <input type="checkbox"/> Hasidic Jewish Americans |

9. Certification of Eligibility Under the Davis-Bacon Act

Act (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

10. Certification of Nonsegregated Facilities (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

- (1) Obtain identical certifications from the proposed subcontractors;
- (2) Retain the certifications in its files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

11. Clean Air and Water Certification (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [] is, [] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

12. Bidder's Signature

The bidder hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

Use this section of your response to detail your company's qualifications. Include:

1. An introduction of not more than four paragraphs that includes an explanation of why MHA should partner with your firm.
2. An overview of your company's history.
3. A description of your company's capabilities.
4. What differentiates you from your competition.
5. An organizational chart that helps MHA understand the staff that will assist with this work.
6. The names of key personnel who will be involved in this project and indicate titles and roles.
7. Half page (or less) resumes of key personnel (including technicians) showing their years of experience, certifications, et cetera.
8. If your firm will hire employees, include a copy of a job description showing the job requirements and experience.
9. Certification and licensing ID numbers.
10. Tennessee Charter Number.
11. A list of subcontractors-if applicable.
12. Guaranteed response times.
13. The plan you have in place to ensure consist quality among your technicians.
14. Other information as desired (maximum of 5 pages).

Use this section to detail how you plan to provide services to MHA. Be specific and be detailed since MHA does not have to ask additional questions during the evaluation process. Use as many pages as necessary to help MHA fully understand how you plan to service our needs.

Proposers are to address these areas:

1. A narrative to show:
 - The proposed approach to the work
 - Proposed work hours
 - Proposed service levels at the various MHA sites
 - The resources to be used
 - The administrative plan
 - Other

2. The administrative plan.
 - The supplier's administrative contact process and persons
 - Billing/Payment plan
 - A sample invoice for MHA's review
 - How day to day operations will work
 - Quality control inspection details
 - Call back policies
 - Sample forms
 - Copies of licenses
 - Copy of W-9 form
 - Other

3. Other information that the supplier wishes to supply to assist MHA in the evaluation

Fire system and Burglar Alarm services A2021-01

Solicitation Document F References

Part A: The proposal must include at least **five** specific references of similar customer accounts (PHAs of a similar size and complexity are preferred). Present information in this format:

1. Entity Name
2. Contact name, Phone number and Email address
3. Number of sites/apartments
4. Description of the contract
5. Date service began
6. Date service ended (if applicable)

Part B: Notes to References

1. While you may have performed numerous services and/or may have had numerous contracts with an entity, each entity can only be one reference. Thus, if you serviced 18 different Rutherford County departments, it is one reference.
2. Advise the listed references that MHA may contact them via email.

Fire system and Burglar Alarm services A2021-01

Solicitation Document G Cost Proposal

5. Provide a specific price for each MHA site for the following. Also indicate the grand total.

Site & description	Hourly rate	Each Cost	Monthly Cost	Quarterly Cost	Yearly Cost	Total Cost
Murfreesboro Housing Authority Fire monitoring 7 days/week 24 hours per day Unit of Measure: Quarterly						
Murfreesboro Housing Authority Yearly Fire Equipment inspection Unit of Measure: Yearly						
Murfreesboro Housing Authority Yearly Fire Equipment maintenance Unit of Measure: Yearly						
Murfreesboro Housing Authority Fire Alarm Proprietary (Existing), Trip Charge Unit of measure: each						
Murfreesboro Housing Authority Fire Alarm Non-Proprietary, Trip Charge Unit of measure: each						
Murfreesboro Housing Authority Six Year maintenance 5 LB CO2 fire extinguisher Unit of measure: each						
Murfreesboro Housing Authority Six Year maintenance 10 LB CO2 fire extinguisher Unit of measure: each						
Murfreesboro Housing Authority Six Year maintenance 20 LB CO2 fire extinguisher Unit of measure: each						
Murfreesboro Housing Authority Six Year maintenance 30 LB CO2 fire extinguisher Unit of measure: each						
Murfreesboro Housing Authority Six Year maintenance 5 LB ABC fire extinguisher Unit of measure: each						
Murfreesboro Housing Authority Six Year maintenance 10 LB ABC fire extinguisher Unit of measure: each						

Site & description	Hourly Rate	Each Cost	Monthly Cost	Quarterly Cost	Yearly Cost	Total Cost
Murfreesboro Housing Authority Six Year maintenance 20 LB ABC fire extinguisher Unit of measure: each						
Murfreesboro Housing Authority Six Year maintenance 30 LB ABC fire extinguisher Unit of measure: each						
Murfreesboro Housing Authority Inspect & Tag fire extinguishers Unit of measure: each						
Murfreesboro Housing Authority Inspect & Tag fire extinguishers Unit of measure: each						
Murfreesboro Housing Authority Fire extinguisher 5 LB CO2 RECHARGE Unit of measure: each						
Murfreesboro Housing Authority Fire extinguisher 10 LB CO2 RECHARGE Unit of measure: each						
Murfreesboro Housing Authority Fire extinguisher 20 LB CO2 RECHARGE Unit of measure: each						
Murfreesboro Housing Authority Fire extinguisher 30 LB CO2 RECHARGE Unit of measure: each						
Murfreesboro Housing Authority Fire extinguisher 5 LB CO2 REPLACEMENT Unit of measure: each						
Murfreesboro Housing Authority Fire extinguisher 10 LB CO2 REPLACEMENT Unit of measure: each						
Murfreesboro Housing Authority Fire extinguisher 20 LB CO2 REPLACEMENT Unit of measure: each						
Murfreesboro Housing Authority Fire extinguisher 30 LB CO2 REPLACEMENT Unit of measure: each						
Murfreesboro Housing Authority Fire extinguisher 5 LB ABC RECHARGE Unit of measure: each						

Site & description	Hourly Rate	Each Cost	Monthly Cost	Quarterly Cost	Yearly Cost	Total Cost
Murfreesboro Housing Authority Fire extinguisher 10 LB ABC RECHARGE Unit of measure: each						
Murfreesboro Housing Authority Fire extinguisher 20 LB ABC RECHARGE Unit of measure: each						
Murfreesboro Housing Authority Fire extinguisher 20 LB ABC RECHARGE Unit of measure: each						
Murfreesboro Housing Authority Fire extinguisher 5 LB ABC REPLACEMENT Unit of measure: each						
Murfreesboro Housing Authority Fire extinguisher 10 LB ABC REPLACEMENT Unit of measure: each						
Murfreesboro Housing Authority Fire extinguisher 20 LB ABC REPLACEMENT Unit of measure: each						
Murfreesboro Housing Authority Fire extinguisher 20 LB ABC REPLACEMENT Unit of measure: each						
Murfreesboro Housing Authority Hydrostatic Low Pressure Test Unit of Measure: each						
Murfreesboro Housing Authority Hydrostatic High Pressure Test Unit of Measure: each						
Murfreesboro Housing Authority Ext Handle Unit of measure: each						
Murfreesboro Housing Authority Gauge Unit of measure: each						
Murfreesboro Housing Authority Hose Clip Unit of measure: each						
Murfreesboro Housing Authority O-Rings Unit of measure: each						

Site & description	Hourly Rate	Each Cost	Monthly Cost	Quarterly Cost	Yearly Cost	Total Cost
Murfreesboro Housing Authority Plunger Unit of measure: each						
Murfreesboro Housing Authority Pull Pints Unit of measure: each						
Murfreesboro Housing Authority Valve Stem Unit of measure: each						
Murfreesboro Housing Authority Valve stem assembly all BR CO2 Unit of measure: each						
Murfreesboro Housing Authority Verification collar Unit of measure: each						
Murfreesboro Housing Authority Flag Seal Unit of measure: each						
Murfreesboro Housing Authority Other: Unit of measure: each						
Murfreesboro Housing Authority Other: Unit of measure: each						
Murfreesboro Housing Authority Other: Unit of measure: each						
Murfreesboro Housing Authority Other: Unit of measure: each						
Murfreesboro Housing Authority Discount percentage of other Items		%				
Murfreesboro Housing Authority 24 hour/7 day/week Burglar Alarm monitoring Unit of measure: monthly						

Fire system and Burglar Alarm services A2021-01

Solicitation Document H Copies of Contracts for MHA's Review

Use this section to provide copies of all service contracts that MHA will be asked to sign. MHA will review these and indicate any language which needs to be edited so that once approved, site managers can sign the contracts without the involvement of other staff.

1. INSURANCE

The Supplier shall maintain, at Supplier's sole expense, on a primary and non-contributory basis, at all times during the life of the contract insurance coverages, limits, and endorsements described herein. All insurance must be underwritten by insurers with an A.M. Best rating of A- :VI or better. Upon award, the Supplier shall provide Certificate(s) of Insurance and amendatory endorsements to MHA evidencing said insurance coverages. **See paragraph "g" for exact naming of certificate holder and additional insureds (Owner Entities).**

The Supplier agrees the insurance requirements herein as well as MHA's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Supplier under this contract. MHA's failure to require a certificate of insurance, acceptance of a non-conforming certificate, or allowing the Supplier to commence work shall not operate as a waiver of these minimum insurance requirements or the liabilities and obligations assumed by the Supplier under this contract.

- a. Commercial General Liability Insurance:** occurrence version general liability insurance with a minimum combined single limit of \$1,000,000 per occurrence with \$2,000,000 in the aggregate covering the following perils: bodily injury, personal injury, and broad form property damage including products/completed operations for one year after completion of the Project(s). Limits must apply separately to the work/location in this contract.

Such insurance shall contain or be endorsed to contain a provision that includes the **Owner Entities** as additional insureds with respect to the Supplier's ongoing and completed operations, providing coverage at least as broad as CG 20 10 07 04 and 20 37 07 04 endorsements. The coverage shall contain no special limitations on the scope of its protection afforded to the listed insureds.

- b. Commercial Automobile Liability Insurance:** in an amount not less than \$1,000,000 (combined single limit) for all owned, hired, and non-owned vehicles utilized by Supplier in connection with the Project. Coverage is to include coverage for loading and unloading hazards.

Such insurance shall contain or be endorsed to contain a provision that includes the **Owner Entities** as additional insureds.

- c. Workers' Compensation Insurance and Employers Liability Insurance:** Workers' Compensation Insurance with statutory limits as required by the State of Tennessee or other applicable laws.
- d. Environmental Impairment Liability:** Supplier shall maintain environmental impairment liability insurance with limits of not less than \$1,000,000 per occurrence.
- e. Pollution Liability Insurance:** Supplier shall maintain pollution liability coverage, ISO CG 0039, or equivalent. If the coverage is written on a claims-made form:

1. The “Retro Date” must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work and acceptance by MHA.
3. If coverage is cancelled or non-renewed and not replaced with another claims-made policy form with a “Retro Date” prior to the contract effective date, Supplier must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

f. Other Insurance Requirements:

1. Upon award, Supplier shall furnish MHA with original Certificate(s) of Insurance and amendatory endorsements effecting coverage required by this section.
2. Provide a waiver of subrogation **for each required policy herein**. When required by the insurer, or should a policy condition not permit Supplier to enter into a pre-loss agreement to waive subrogation without an endorsement, the policy should be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This waiver of subrogation requirement shall not apply to any policy which includes a condition specifically prohibiting such an endorsement, or voids coverage should supplier enter into such an agreement on a pre-loss basis.
3. A **minimum 30-day cancellation notice** for all insurances (by endorsement if necessary) is required.
4. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
5. Maintain such insurance from the time services commence until services are completed or through such extended discovery/reporting/tail period as required. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by MHA as a material breach of contract.
6. Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by MHA prior to the commencement of services. Use of large deductibles and/or self-insured retentions will require proof of financial ability as determined by MHA.
7. All policies must be written on an occurrence basis with the exception of Errors and Omissions Liability (E & O) / Professional Liability and Pollution Liability which may be claims made coverage.
8. Require all subcontractors to maintain during the term of the resulting contract commercial general liability insurance, automobile liability insurance, and workers’ compensation/employers’ liability insurance (unless subcontractor’s employees are covered by contractor’s insurance) in the same manor and limits as specified for the Supplier.

g. Certificate Holder and Owner Entities:

The **Certificate Holder** shall be: Murfreesboro Housing Authority
415 N. Maple St.
Murfreesboro, TN 37130

Owner Entities are defined as those entities listed below and shall be provided all insurance coverages, limits, and endorsements included herein including additional insured status. Provided Supplier's insurer(s) permits the entities listed below can be identified collectively as "**Owner Entities**":

MHA, its officials, officers, employees, and volunteers

*(Note: Only one (1) certificate needs to be provided. Certificate must reflect MHA as the Certificate Holder and specify all coverages and terms apply to **all Owner Entities**.)*

- h. Right to Revise or Reject:** MHA reserves the right to revise any insurance requirement, including but not limited to, limits, coverages, and endorsements based on changes in scope of work/specifications, insurance market conditions affecting the availability or affordability of coverage.
- i. No Representation of Coverage Adequacy:** The coverages, limits or endorsements required herein protect the primary interests of the Owner Entities, and the Supplier agrees in no way should these coverages, limits or endorsements required be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Supplier against any loss exposures, whether as a result of the project or otherwise.

Part Two: Term Sheet - Insurance Requirements

Certificate Holder	Murfreesboro Housing Authority 415 N. Maple St. Murfreesboro, TN 37130
Additional Insureds (Owner Entities) <i>(can be identified collectively as Owner Entities)</i>	MHA, its officials, officers, employees, and volunteers.
GL	\$1M / \$2M
Auto	\$1M (owned, hired, & non-owned)
WC & Employers Liability	Statutory limits
Environmental Impairment Liability	\$1M
Pollution Liability	ISO CG 0039, or equivalent
30-day cancellation	Required– must indicate on COI
Primary non-contributory	Required – must indicate on COI
Waiver of Subrogation	Required – must indicate on COI

(Note: Only one (1) certificate needs to be provided. Certificate must reflect MHA as the Certificate Holder and specify all coverages and terms apply to all Owner Entities.)