



**REQUEST FOR PROPOSALS**

**FOR**

**AGENCY WIDE SECURITY SYSTEM**

**METROPOLITAN DEVELOPMENT AND HOUSING AGENCY**  
**NASHVILLE, TENNESSEE**

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**June 30, 2020**

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**REQUEST FOR PROPOSALS  
Agency Wide Security System**

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**REQUEST FOR PROPOSALS  
AGENCY WIDE SECURITY SYSTEM**

The Metropolitan Development and Housing Agency (MDHA) is soliciting proposals from licensed companies to install a security system Agency Wide through lease agreements. Proposals will be received until **4:00 p.m., on August 10, 2020** at the MDHA Construction Office, 712 South Sixth Street, Nashville TN 37206. A pre-bid conference will be held "electronically only" via Webex on **July 7, 2020, at 10:00 a.m.** The criteria for evaluating these proposals will be based on the items set forth in the Request for Proposals. An award will be made to the most responsible company, which in the judgment of the Agency, best meets the current needs and long-term goals of the Agency. Additionally, other requirements or restraints that may be imposed by the U. S. Department of Housing and Urban Development will be weighed in the decision. MDHA reserves the right to reject any proposals and/or to waive any informalities in the solicitation process

Metropolitan Development and Housing Agency

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*James E. Harbison*  
James E. Harbison  
Executive Director

## 1.0 INTRODUCTION

The purpose of this Request for Proposals (RFP) is to enter into either,

- 1) a one (1) year, three (3) year, or five (5) year lump sum lease agreement for installation, maintenance and monitoring of security systems described in Attachment L or,
- 2) an agreement where MDHA will purchase all of the equipment on the front end for a lump sum price and enter into a one (1) year, three (3) year, or five (5) year lump sum agreement for maintenance and monitoring of security systems described in Attachment L.

All systems and components currently installed at the locations listed in Attachment L are the property of Johnson Controls, Inc. unless otherwise indicated. Successful proposer will be responsible for the removal of existing equipment as new equipment is installed. Successful proposer shall also be responsible for providing fire watch in buildings where work will be performed on existing fire alarm systems. Equipment being removed will be secured on-site and the Purchasing Department will be notified of the location for equipment to be picked up by Johnson Controls, Inc. At no time shall any location not be in a secured mode while new equipment is being installed.

## 2.0 SCOPE OF WORK

Security Systems currently in place include Fire Alarm, Burglar Alarm, Access Control Systems, and Intercom Systems as described in Attachment L for each location. MDHA expects the successful proposer to provide new equipment that will provide the same type of security if not better than what is currently in place. It is the responsibility of the proposers to visit each site and become familiar with the existing equipment and conditions of each site.

At all times, while visiting MDHA properties, vendors are to wear PPE protection gear.

OSHA's Personal Protective Equipment (PPE) standards (in general industry, 29 CFR 1910 Subpart I), which require using gloves, eye and face protection, and respiratory protection.

MDHA will add shoe covering to the above required list.

Contractors will need to make an appointment with property staff before visiting sites.

Management will notify residents.

MDHA staff will accompany contractors while on the premises.

Existing 3G cellular dialers and related equipment shall be upgraded to LTE technology. The existing 3G cellular dialers requiring upgrade have been identified in Attachment L.

The installation of a new fire alarm system must be installed based on the current version of the fire alarm code as adopted by the Metro Government of Nashville and Davidson County and be approved by the fire marshal.

Proposer must have a dedicated service department capable of responding to all service requests made during normal business hours within 24 hours of receipt of said service request. Proposer shall also provide 24/7 technical support for all central station monitoring systems.

Contractor's central monitoring station must meet all current UL and FM requirements for the services provided.

During the master agreement period, MDHA shall have the right to add or delete services and equipment. The cost to add services or equipment will be negotiated with the successful proposer at the time the service is requested. The contract time for an added service shall be the same as the balance of time remaining in the master agreement. When MDHA wishes to terminate a service at a site or delete equipment from the master agreement, MDHA will issue a 30 day notice. MDHA will pay for the service terminated or equipment deleted through the end of the month in which the termination or deletion occurs. Early termination fees shall not be part of the master agreement to terminate a service or delete equipment at a site.

Contractor must provide at least one hour of onsite training per technology each year at each location. For example, if a location has a fire alarm, burglar alarm, access control system, and intercom system, the contractor would be required to give that location 4 hours of training each year as part of the master agreement.

The successful proposer shall provide full time supervision when equipment is removed and installed. All employees working on a MDHA site must be licensed as required by the Tennessee Department of Commerce & Insurance's Alarm Contractor's Board. If subcontracting portions of this work, MDHA expects the proposer to make an effort to outreach to Minority, Woman and Small Business Enterprises Diversity Business Enterprises (DBE). If subcontracting, to include material suppliers, a goal of 20% participation has been established for DBE commitment. Proposers to include DBE Forms 2001, 2002 and 2003 with their proposal indicating their outreach efforts to reach this goal.

Successful proposer shall be responsible for obtaining any permits required and ensure compliance with all Federal, State, and Local codes, regulations and mandates.

Proposal shall include the cost for removal and installation of new equipment with a detailed breakdown of cost for each type of equipment being installed at each location as described in Attachment L. Proposal to also include cost for monitoring, inspections, training, ordinary maintenance and repairs for issues arising out of normal wear and tear for each location described in Exhibit A including equipment owned by MDHA.

## **2.1 IMPLEMENTATION**

It is imperative for MDHA that these services begin expeditiously upon execution of the contract.

## **2.2 ACCEPTANCE OF WORK**

- A.** The selected proposer shall provide the services required in the professional quality and timeliness agreed upon.
- B.** MDHA and the selected proposer will mutually agree upon the work schedule for each installation. The failure of the selected proposer to satisfactorily complete work assignments within the time specified wherein MDHA has given notice that the completion date is critical may be cause for termination.

- C. MDHA will not provide clerical assistance to the selected proposer and MDHA personnel will not be asked to undertake analyses, summaries, etc., for selected proposer for produced data or documentation.

### 3.0 PROPOSAL FORMAT AND EVALUATION FACTORS

- 3.1 One (1) original, five (5) copies, and one (1) electronic copy in PDF format on a flash drive of the Proposal must be submitted in a sealed envelope to:

Brent Grubb, Director of Construction  
Metropolitan Development and Housing Agency  
712 South Sixth Street  
Nashville, TN 37206

The Original of the response to this RFP shall be labeled on the outside of the proposal "Original".

The submittal shall be arranged in the following format and sequence and will be evaluated using the factors and assigned values listed below. Use of Tabs or Dividers is strongly encouraged. Respondents may be ranked without interviews; hence, applicants are encouraged to submit their responses as comprehensively as possible. Applicants may be invited for interviews to present their responses in more detail and to answer any questions the selection committee may have. Respondents with missing or incomplete items will not be evaluated further.

- 3.2 The evaluation factor for award will include but not be limited to the following:

- A. Letter of Interest. Provide a one (1) page letter on Respondent's letterhead describing the Respondent's interest in this Project and why the Respondent believes they are the best suited to perform the work outlined in this request. Include with the letter of interest the respondent's applicable license to perform this type of work in the State of Tennessee.
- B. **BUSINESS/RESUMES: 20%** - Identify with one page resumes the principal(s) of the organization and any key members who may be involved in this service. Further describe how long your company has been in business installing security systems under the current ownership of the company.
- C. **TIMELINE/DBE PARTICIPATION: 20%** - Describe your timeline for installation for each location. Include your response time for repairs of equipment. Include DBE Forms 2001 through 2003 indicating your efforts to subcontract portions of the work or purchasing materials from DBE firms.
- D. **Cost: 20%:** Provide detailed cost proposals for either one or both of the following:
- a. Lease Agreement: Using Attachment M, for each location provide a detailed cost for a one (1) year lease agreement, detailed cost for a three (3) year lease agreement, and detailed cost for a five (5) year lease agreement. Include with each a total lump sum amount. The cost shall include leasing,

maintenance, and monitoring of all equipment at each site. The maintenance portion of the agreement shall include the equipment owned by MDHA as identified in Attachment L.

- b. **Purchase/Maintenance/Monitoring Agreement:** Using Attachments N and O, for each location provide a one-time detailed cost per each piece of equipment for MDHA to purchase all of the equipment not presently owned by MDHA and an overall total cost. In addition for each site, provide a detailed cost for a one (1) year maintenance/monitoring agreement, detailed cost for a three (3) year maintenance/monitoring agreement, and detailed cost for a five (5) year maintenance/monitoring agreement. Include with each a total lump sum amount.
  - c. The cost for both proposals shall be inclusive of all labor, materials, travel time, taxes, and any other costs which may be incurred as part of entering into this agreement.
- E. **Monitoring: 15%** - Describe how your agency will provide 24 hour 7 day monitoring service.
- F. **References: – 10%**  
Using Attachment B, provide three (3) references for Governmental entities to who you have provided similar service to the scope of work outlined in this RFP.
- G. **HUD Section 3 Requirements- 15%**  
The proposal shall indicate a plan to provide opportunities for employment and training for lower income residents and a separate plan to award subcontracts for work in connection with the project to business concerns which are located, owned in substantial part, by persons residing in Davidson County, as described in HUD Regulations 24 CFR 135. In addition to the two plans, proposers are to include in the proposal Attachment H, Bidder Certification and Compliance Agreement. Proposers desiring to identify businesses who have been certified through MDHA as a Section 3 Business should contact Diane Baseheart at [dbaseheart@nashville-mdha.org](mailto:dbaseheart@nashville-mdha.org).
- H. **Submit Attachments A through O**

**3.3** Finalists will be ranked by the selection committee according to the scoring methodology described in Section 3.2 and a recommendation will be made to the MDHA Board of Commissioners for approval.

**3.4** Proposals may be withdrawn as detailed on HUD Form 5369B.

**3.5** MDHA reserves the right:

- A. To waive informalities required herein;
- B. Use any or all of the ideas from proposals submitted without limitation;
- C. To request oral information or additional written documentation to supplement any or all written proposals;
- D. To reject any or all proposals submitted;

#### **4.0 COST INCURRED IN RESPONDING**

- 4.1 All costs directly or indirectly related to preparation of a response to this Request for Proposal or any oral presentation required to supplement and/or clarify the submittal which may be required by MDHA shall be the sole responsibility of and shall be borne by the Respondent.
- 4.2 Each firm, by submitting its proposal, waives any claim for liability against MDHA as to loss, injury, and costs or expenses, which may be incurred as a consequence of its response to this document.

#### **5.0 INQUIRIES**

- 5.1 Questions submitted in writing on Respondent's letterhead and properly signed will be accepted until **July 9, 2020 at 4:00 p.m.** Central Daylight Time (CDT). Responses to written inquiries will be mailed or emailed to Respondents as addendum. Direct all questions to:

Brent Grubb, Director of Construction  
Metropolitan Development and Housing Agency  
712 South Sixth Street  
Nashville, TN 37206  
(FAX: (615) 252-6733)

#### **5.2 Pre-Proposal Conference**

A pre-bid conference will be held "electronically only" via Webex on **July 7, 2020, at 10:00 a.m.**

#### **6.0 SUBMISSION DEADLINE**

The proposal submission deadline is **August 10, 2020 no later than 4:00 p.m.,** to MDHA Construction Office, located at 712 South Sixth Street Nashville, Tennessee 37206

#### **7.0 REJECTION**

- 7.1 MDHA reserves the right to reject any and all submittals and/or to waive any informality in the solicitation process or parts thereof and to re-solicit.
- 7.2 MDHA does not guarantee that a contract will be awarded as a result of this Request for Proposal.



## 8.0 CONTRACT COMPLIANCE STATEMENT

- 8.1 The Respondent shall state his/her compliance with all applicable rules and regulations of Federal, State and Local governing entities and that they are not excluded from Federal procurement programs. Respondent must state his compliance with terms of this Request for Proposal.
- 8.2 The Respondent must demonstrate that the proposal meets **all** applicable rules, regulations, permitting, registration and licensing requirements, whether Local, State or Federal. It is the responsibility of the potential Contractor to determine the applicability of any rule, regulation or other requirement.

## 9.0 TERMS AND CONDITIONS

The following shall be essential terms and conditions of any agreement resulting from this solicitation:

- A. Termination. MDHA shall have the right to terminate the Agreement at any time.

MDHA reserves the right to terminate any portion or all of this Agreement for its convenience or in the event it shall abandon or indefinitely postpone the program. Such termination shall be accomplished by written notice delivered to the Contractor. Payment to the Contractor shall be made for work performed prior to receipt of the termination notice, together with the Contractor's cost for closing down its work, and the Contractor shall have no claim for loss of anticipated profits or any additional compensation.

- B. Breach of Agreement. If the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner or if it shall violate any of the terms of this Agreement, MDHA shall have the right to immediately terminate such contract and withhold payments in excess of fair compensation for work completed. The term "breach of agreement" specifically includes, but is not limited to, failure to comply with any applicable Federal, State or Local laws or regulations.

Notwithstanding the above, the Contractor shall not be relieved of liability to MDHA for damages sustained by virtue of any breach by the Contractor.

- C. Modification of Agreement. Such Agreement may be modified only by written amendment executed by all parties.
- D. Partnerships/Joint Ventures. Such Agreement shall not in any way be construed or intended to create a partnership or joint venture between the parties or among any of the parties. None of the parties of such Agreement shall hold itself out in a manner contrary to the terms of this. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this.
- E. Waiver. No waiver of any provision of such Agreement shall affect the right of MDHA thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

F. Gratuities and Kickbacks.

- a) Gratuities. It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore.
- b) Kickback. It shall be a breach of ethical standards for any payment gratuity or offer of employment to be made by or on behalf of a sub consultant under a contract to the prime contractor or any person associated therewith, as an inducement for the award of a subcontract or order.

G. Indemnification. The Contractor shall agree to indemnify and hold MDHA, its officers, agents and/or employees harmless from and against any and all lawsuits, damages and expenses, including court costs and attorney's fees, by reason of any claim and/or liability imposed, claimed and/or threatened against the MDHA, its officials, agents and/or employees for damages because of bodily injury, death and/or property damages arising out of or in consequence of the performance of services under this Agreement to the extent that such bodily injuries, death and/or property damages are attributable to the negligence of the Contractor and/or the Contractor's servants, agents and/or employees.

H. Assignment-Consent Required. The provisions of such Agreement shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Such Agreement nor any of the rights and obligations of the Contractor hereunder shall not be assigned, subcontracted or transferred in whole or in part without the prior written consent of MDHA. Any such assignment transfer or subcontract shall not release the Contractor from its obligation hereunder. Any approved assignee shall assume each and every obligation of the Contractor hereunder and MDHA may contract with or reimburse any such assignee without waiving any of its rights against the Contractor.

I. Entire Agreement. Such Agreement shall set forth the entire Agreement between the parties with respect to the subject matter hereof, and shall govern the respective duties and obligations of the parties until and unless a more formal Agreement is entered into between the parties.

J. Force Majeure. No party to such Agreement shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by any act of God, force majeure, storm, fire, casualty, civil disturbance, riot, war, national emergency, act of Government, act of public enemy or other cause of similar nature beyond its control.

- K. No member, officer or employee of the Metropolitan Development and Housing Agency, not member of the governing body of the locality in which the project is situated; and no other public official of such locality or localities who exercise any functions or responsibilities with respect to the project, shall during his tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.
- L. The vendor certifies that its principal members do not now have, and have not had, during the previous 12 months any interest, direct or indirect, in MDHA or any of its members or officials, including the followings:
  - 1. Family relationship with any Agency member or official.
  - 2. Employment by or service as a member or official of MDHA.

## 10.0 MISCELLANEOUS PROVISIONS

The Contractor and MDHA mutually agree as follows:

- A. **Ownership of Documents.** All data prepared or obtained under this Agreement shall be made available, upon request, to MDHA without restriction or limitation on their use.
- B. **Personnel.** The Contractor represents that he/she has or will secure at his/her own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with MDHA.
- C. **Interest of Other Local Public Officials.** No member of the governing body of the locality in which the area of the Project is situated and no other public official of such locality who exercises any functions or responsibilities in the review or approval of the carrying out of the Project to which this Agreement pertains shall have any personal interest, direct or indirect, in the Agreement.
- D. **Access to Records.** The Contractor shall maintain books, records, documents and other evidence directly pertinent to performance of work under this Agreement.

## 11.0 INSURANCE REQUIREMENTS

- A. **Worker's Compensation Insurance.** Providing coverage in compliance with the laws of the state in which any part of the work is to be performed, and Employer's Liability Coverage in the minimum amount of \$100,000 for each occurrence.
- B. **Comprehensive General Liability Insurance.** Bodily injury and property damage combined single limit in the minimum amount of \$1,000,000 for each occurrence, \$1,000,000 aggregate.
- C. **Automobile Liability Insurance.** Bodily injury and property damage combined single limit in the minimum amount of \$1,000,000 for each occurrence, \$1,000,000 aggregate.

- D. **Professional Liability Insurance.** Bodily injury and property damage combined single limit in the minimum amount of \$250,000 each occurrence, \$500,000 aggregate. Insurance certificate shall list MDHA as additional insured and as the Certificate Holder.

## **12.0 LICENSING & BUSINESS REQUIREMENTS**

The Offeror is responsible to comply with all licensing requirements and associated business regulations whether Local, State or Federal. It is the responsibility of the potential Contractor to determine the applicability of any rule, regulation or other requirement.

## **13.0 EQUAL EMPLOYMENT OPPORTUNITY**

The Contractor shall affirm that it does not subscribe to any personnel policy which permits or allows for discrimination in the employment promotion, demotion, dismissal or laying off of any individual due to his/her race, creed, color, national origin, age or gender or physical handicap, and that it has not been convicted of violating Metropolitan Code of Laws, Section 2-1-112 through 2-1-114, within the immediate preceding six (6) month period.

## **14.0 TITLE VI**

The Metropolitan Development and Housing Agency prohibits discrimination in all of its programs and activities on the basis of race, color or national origin. The agency will comply with all statutes and regulations of Title VI of the Civil Rights Act of 1964. No person should be excluded from participation in or be denied the benefit of or be subjected to discrimination under any program or service provided by or affiliated with MDHA on the basis of non-merit reasons. To file a complaint of discrimination, write or call Brent Grubb, MDHA Contracting Officer, 712 South Sixth Street, Nashville, TN 37206, phone (615) 252-8423.

## **15.0 ATTACHMENTS**

- A. Company Information
- B. Client References
- C. Fair Employment Practice Statement
- D. Contingent Fees Statement
- E. Non-Collusive Affidavit
- F. Certification for Contracts, Grants, Loan and Cooperative Agreement
- G. MDHA Diversity Business Enterprise Program (DBE Forms included)
- H. HUD Section 3 Bidder Certification and Compliance Agreement
- I. HUD Form 5369B
- J. HUD Form 5369C
- K. HUD Form 5370C Section I
- L. Property Equipment List
- M. Lease Agreement Form
- N. Purchase/Monitor/Maintenance Form
- O. Equipment Purchase Cost
- P. Monitoring Call List

**ATTACHMENT A**

**COMPANY INFORMATION**

**Name of Organization**

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**Business Address**

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**Phone Number/Email**

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**Name of Principal Owners  
(leave blank if publicly owned)**

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**Number of Years in Business**

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**Location of office which  
would service MDHA**

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Attach any additional information regarding your firm's background, which would be useful in assessing your proposal.

**ATTACHMENT B**  
**CLIENT REFERENCES**

Provide one (1) completed copy of Attachment B, CLIENT REFERENCES, for each reference, minimum of three (3) references. The following minimum information shall be provided for each reference. The respondent may provide additional information than that asked for.

Name of Agency

Contact Name

Address

Telephone Number

Email Address

Contract Information of Similar work Performed

**ATTACHMENT C**

**FAIR EMPLOYMENT PRACTICE STATEMENT**

**AFFIDAVIT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

After being first duly sworn according to law, the undersigned (Affiant) states that he/she is \_\_\_\_\_ of \_\_\_\_\_ (Contractor) and that by its employment policy, standards and practices the Contractor does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal of, laying off of any individual due to his/her race, creed, color, national origin, age sex, or handicapping condition.

Any further Affiant sayeth not.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Type/Print Name

Sworn to and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_ 2020

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

**ATTACHMENT D**

**CONTINGENT FEES STATEMENT**

State of \_\_\_\_\_)

County of \_\_\_\_\_)

In accordance with the Metropolitan Development and Housing Agency's policy, it is a breach of ethical standards for a person to be retained, or to upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. After being first duly sworn according to law, the undersigned (affiant) states that he/she is the \_\_\_\_\_, of \_\_\_\_\_ (Offeror) and that the Offeror has not retained anyone in violation of the foregoing.

And further Affiant sayeth not.

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Sworn to and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_



**ATTACHMENT E**

**FORM OF NON-COLLUSIVE AFFIDAVIT**

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that:

(1) He/She is \_\_\_\_\_ of \_\_\_\_\_, the Vendor that has submitted the attached Proposal:

(2) He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and not collusive or sham; that said vendor has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person to put in a sham bid or to refrain from bidding and has not, in communications or conference, with any person, agreed to fix any overhead, profit or cost element of said bid price, or that of any other bidder, or to secure any advantage against the Metropolitan Development and Housing Agency or any person interested in the proposed contract; and that all statements in said proposal of bid are true; and;

(4) Any professional fees arrived at during negotiations must be fair and proper and are not to be tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Professional or any of its agents, representatives, owners, employees or parties in interest, including this affidavit.

(Signed) \_\_\_\_\_

\_\_\_\_\_  
Title

Sworn to and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**ATTACHMENT F**

**CERTIFICATION FOR CONTRACTS, GRANTS, LOAN AND COOPERATIVE AGREEMENT**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons, for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than 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 in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with it instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2020

By: \_\_\_\_\_  
(Signature of Authorized Official)

\_\_\_\_\_  
(Signature of Authorized Official)

Sworn to and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Authorizing Name and Signature

Attested By \_\_\_\_\_  
Name \_\_\_\_\_

## ATTACHMENT G

### 1. MDHA DIVERSITY BUSINESS ENTERPRISE PROGRAM

The Metropolitan Development and Housing Agency (MDHA) has established a Diversity Business Enterprise (DBE) Program to enhance the participation of minority, women and small business enterprise firms in the Agency's contracting and purchasing activities. The DBE Program is being implemented to increase utilization of minority, women and small businesses and to provide these businesses greater economic opportunity. MDHA's Construction Department is responsible for the Diversity Business Program Administration.

In support of this program, we require architectural/engineering firms, contractors and their subcontractors and other lower-tier subcontractors, vendors and suppliers, who do business with Metropolitan Development and Housing Agency to adopt similar policies. Businesses bidding or proposing on procurements are required to comply with the provisions of the DBE Program. MDHA prohibits discrimination against any person, business or organization in pursuit of its procurement opportunities on the basis of race, color, sex, religion, disability or national origin. MDHA will conduct its contracting and purchasing programs so as to prevent any discrimination and to resolve all allegations of discrimination.

### 2. Diversity Business Enterprise Policy

It is the policy of MDHA to assist minority, women and small business enterprise firms in their aspirations of viability and growth, which support a more stable economic community. To this extent, we join with community agencies and organizations that support these businesses to create greater opportunities for these entrepreneurs in the attainment of mutually beneficial social and economic objectives. Minority, women and small business enterprise firms will be given the maximum practicable opportunity, consistent with efficient performance, to compete for and participate in contracts, subcontracts, purchase orders and other procurement activities.

3. **Definitions For Determining Minority, Women And Small-Owned Firms.** The guidelines for determining minority, women and small-owned firms are defined as follows:

“**MINORITY**” means a person who is a citizen or lawful permanent resident of the United States and who is:

- Black (a person having origins in any of the black racial groups of Africa);
- Hispanic (a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
- Asian American (a person having origins in any of the original peoples of the Far East. Southeast
- Asia, the Indian subcontinent, or the Pacific Islands); or
- American Indian and Alaskan Native (a person having origins in any of the original peoples of North America).

**“MINORITY BUSINESS ENTERPRISE”** shall mean a minority business:

A continuing, independent, for profit business which performs a commercially useful function, and is at least 51 percent owned and controlled by one or more minority individuals; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned and controlled by one or more minorities. Whose management and daily business operations are controlled by one or more of minority individuals. “Control” as used in the above clause, means exercising the power to make policy decision. “Operate,” as used in the above clause, means being actively involved in the day-to-day management of the business.

**“WOMEN BUSINESS ENTERPRISE”** shall mean women business:

A continuing, independent, for profit business which performs a commercially useful function, and which is at least 51 percent owned and controlled by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned and controlled by one or more women. Whose management and daily business operations are controlled by one or more of such individuals. “Control” as used in the above clause, means exercising the power to make policy decision. “Operate,” as used in the above clause, means being actively involved in the day-to-day management of the business.

**SMALL BUSINESS ENTERPRISE AS DEFINED IN SECTION 4.44.010 OF THE METROPOLITAN CODE OF LAWS;**

A Small Business satisfies all of the following criteria:

- (a) A United States business which is independently owned and operated, and which is not dominant in its field of operation or an affiliate or subsidiary of a business dominant in it’s field of operation.
- (b) Either has no more than the following number of employees or has no more than the following annual sales volume for the applicable industry; and

INDUSTRY	ANNUAL SALES VOLUME	MAXIMUM NUMBER OF EMPLOYEES*
Agriculture, Forestry, Fishing	\$500,000	9
Architectural/Design/Engineering	\$2,000,000	30
Construction	\$2,000,000	30
Educational	\$1,000,000	9
Finance, Insurance, Real Estate	\$1,000,000	9
Information Systems/Technology	\$2,000,000	30
Manufacturing	\$2,000,000	99
Marketing/Communications/Public Relations	\$2,000,000	30
Medical/Healthcare	\$2,000,000	30
Mining	\$1,000,000	49
Retail Trade	\$750,000	9
Service Industry	\$500,000	9
Transportation, Commerce and Utilities	\$1,000,000	9
Wholesale Trade	\$1,000,000	19

(c) Meets the following additional criteria:

1. Has demonstrated capability to perform independently a substantial portion of the contract they seek, or a substantial portion of the subcontract for which they are proposed by a bidder or offeror, as specified by the Purchasing Agent;
2. Not share or jointly use office space, production, marketing and sales, business support systems, personnel, or equipment with any business not classified by Metro as a small business (i.e., a large business);
3. Has existed as a legal business entity for a minimum of one year (twelve months of continuous business enterprise), performing independently and satisfactorily and achieving a minimum of \$35,000.00 sales income (collected sales dollars not simply booked sales);
4. Not to be owned, controlled, or directed by individuals or groups of individuals who own, control or direct a large business involved in the same category of work as the business for which small business status is sought;
5. If a supplier, be an authorized regular distributor with normal wholesale agreements for the Product or products to be supplied; and
6. If a construction contractor, be licensed as required by the state to perform the work for which it has submitted a bid or has been proposed by a prime as a subcontractor.

\*NOTE: Employee means a person (or persons) employed on a full-time (or full-time equivalent), a permanent basis. Full-time equivalent includes employees who work 30 hours per week or more. Full-time equivalent also includes the aggregate of employees who work less than 30 hours a week, where the work hours of such employees add up to at least 40 hour work week. The totality of the circumstances, including factors relevant for tax purposes, will determine whether persons are employees of a concern. Temporary employees, independent contractors or leased employees are not employees for these purposes. The owner(s) are excluded from this classification.

Minority, women and small-owned firms are required to provide proof of their eligibility in accordance with these guidelines.

#### **4. Utilization of Diversity Business Enterprise Firms**

In order to provide minority, women and small businesses equal opportunity to participate in MDHA's procurements, A/E's and contractors bidding or proposing on Agency procurements are required to solicit the services of minority, women and small business firms. A/E's, and contractors who are awarded contracts, or purchase orders, along with their subcontractors, and other lower-tier subcontractors must commit to utilize Diversity Business Enterprise firms as part of their contractual obligation.

##### **a. Diversity Business Enterprise Program Compliance Forms**

To be considered a responsive bidder or proposer, Diversity Business Enterprise forms 2001, 2002, and 2003 must be completed in its entirety and submitted with the bid/or proposal.

**5. MDHA Diversity Business Goal**

A goal of 20% Diversity Business Participation has been established for this project. Firms will submit with their proposal DBE Form 2001 indicating efforts to utilize DBE sub-consultants, DBE Form 2002 if joint venturing with a DBE business and DBE Form 2003 showing commitment to meet established goal and indicating type of work and dollar amount for each DBE business.

**6. Program Questions/Information**

Questions regarding the DBE Program and requests for information should be directed to: Metropolitan Development and Housing Agency's Diversity Business Coordinator, Diane Baseheart, 712 South Sixth Street, Nashville, Tennessee 37206, (615) 252-8434 or [dbaseheart@nashville-mdha.org](mailto:dbaseheart@nashville-mdha.org)

**7. MDHA DBE Directory**

To assist firms in obtaining the DBE goal for this project, organizations are encouraged to visit the MDHA Website at [www.nashville-mdha.org/dbe.php](http://www.nashville-mdha.org/dbe.php). Organizations can download the MDHA Vendor Database at this website to make contact with DBE firms. For more information regarding the MDHA DBE program, organizations are invited to contact Diane Baseheart at (615) 252-8434 or by email [dbaseheart@nashville-mdha.org](mailto:dbaseheart@nashville-mdha.org).



**FORM 2002**

**METROPOLITAN DEVELOPMENT AND HOUSING AGENCY  
DIVERSITY BUSINESS ENTERPRISE PROGRAM JOINT VENTURE AGREEMENT  
IMPORTANT - THIS DOCUMENT MUST BE SUBMITTED WITH BID OR PROPOSAL**

<b>COMPANY NAME:</b>	<b>COMPLETE ADDRESS/TELEPHONE:</b>
<b>PROJECT NAME:</b>	<b>DATE FORM SUBMITTED:</b>

*Please note: Completion of this form is only required when the Bidder/Proposer enters into a joint venture agreement with a Diversity Business Enterprise Firm.  
Please indicate N/A if the Bidder/Proposer is not a Joint Venture.*

**A. PRIMARY PARTY OF JOINT VENTURE:**

<b>Company Name, Complete Address and Phone Number</b>	<b>Diversity Business Enterprise Status: (Check appropriate block)</b>
Percentage of Joint Venture <input style="width: 50px; height: 20px;" type="text"/>	Minority Owned <input type="checkbox"/> African American <input type="checkbox"/> Native American <input type="checkbox"/> Asian <input type="checkbox"/> Hispanic American <input type="checkbox"/> Hasidic Jewish American <input type="checkbox"/> Woman Owned Business <input type="checkbox"/> Small Owned Business <input type="checkbox"/>
	<input style="width: 50px; height: 20px;" type="text"/> <input style="width: 50px; height: 20px;" type="text"/> <input style="width: 50px; height: 20px;" type="text"/> <input style="width: 50px; height: 20px;" type="text"/> <input style="width: 50px; height: 20px;" type="text"/> <input style="width: 50px; height: 20px;" type="text"/>

**PRIMARY PARTY'S TOTAL CONTRIBUTIONS**

<b>Total Cash: \$</b>	<b>Bond Percentage:</b>	<b>Cost</b>
<b>Equipment</b>	<b>Total Cost</b>	<b>Cost</b>

**B. SECONDARY PARTY OF JOINT VENTURE:**

<b>Company Name, Complete Address and Phone Number</b>	<b>Diversity Business Enterprise Status: (Check appropriate block)</b>
Percentage of Joint Venture <input style="width: 50px; height: 20px;" type="text"/>	Minority Owned <input type="checkbox"/> African American <input type="checkbox"/> Native American <input type="checkbox"/> Asian <input type="checkbox"/> Hispanic American <input type="checkbox"/> Hasidic Jewish American <input type="checkbox"/> Woman Owned Business <input type="checkbox"/> Small Owned Business <input type="checkbox"/>
	<input style="width: 50px; height: 20px;" type="text"/> <input style="width: 50px; height: 20px;" type="text"/> <input style="width: 50px; height: 20px;" type="text"/> <input style="width: 50px; height: 20px;" type="text"/> <input style="width: 50px; height: 20px;" type="text"/> <input style="width: 50px; height: 20px;" type="text"/>

**SECONDARY PARTY'S TOTAL CONTRIBUTIONS**

<b>Total Cash: \$</b>	<b>Bond Percentage:</b>	<b>Cost</b>
<b>Equipment</b>	<b>Total Cost</b>	<b>Cost</b>

Please attach copy of Joint Venture Agreement and all pertinent information.





**ATTACHMENT H**

**HUD SECTION 3  
BIDDER CERTIFICATION AND COMPLIANCE AGREEMENT**

**The bidder represents and certifies as part of its bid/offer the following:**

*Is a Section 3 Business concern in accordance with HUD Act of 1968 (12 U.S.C.1701u) (Section 3) Part 135. A Section 3 Business concern means a business concern:*

1. That is 51% or more owned by Section 3 Residents(s); or
2. Whose permanent, full-time employees include persons, at least 30% of whom are currently Section 3 residents, or within the last three years of the date of first employment with the business concern were Section 3 residents; or
3. That provides evidence of a commitment to subcontract in excess of 25% of the dollar value of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs 1 or 2 herein.

*Is Not a Section 3 Business concern but who has and will continue to seek compliance with Section 3 by certifying the following efforts to be undertaken:*

1. By contacting business assistance agencies, minority contractors associations and community organizations to inform them of the contracting opportunities and requesting their assistance in identifying Section 3 businesses which may solicit bids for a portion of the work.
2. By advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, in the common areas of the applicable developments(s) owned and managed by the Housing Authority.
3. By providing written notice to all known Section 3 business concern of contracting opportunities. This notice should be in sufficient time to allow the Section 3 business concerns to respond to bid invitations.
4. By following up with Section 3 business concerns that have expressed interest in the contracting opportunities.
5. By coordinating meetings at which Section 3 business concerns could be informed of specific elements of the work for which subcontract bids are being sought.
6. By conducting workshops on contracting procedures and specific contacting opportunities in a timely manner so that Section 3 concerns can take advantage of contracting opportunities.
7. By advising Section 3 business concerns as to where they may seek assistance to overcome barriers such as inability to obtain bonding, financing, insurance, etc.
8. Where appropriate, by breaking out contract work into economically feasible units to facilitate participation by Section 3 businesses.
9. By developing and utilizing a list of eligible Section 3 business concerns.
10. By actively supporting and undertaking joint ventures with Section 3 businesses.
11. By establishing training programs, which are consistent with the requirements of the Department of Labor, specifically for Section 3 residents in the building trades.
12. By advertising employment and training positions to dwelling units occupied by Category 1 and 2 residents.
13. By contacting resident councils and other resident organizations in the affected housing development to request assistance in notifying residents of the training and employment positions to be filled.
14. By arranging interviews and conducting interviews on the job site.
15. By undertaking such continued job training efforts as may be necessary to ensure the continued employment of Section 3 residents previously hire for employment opportunities.

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Sworn to and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

# Instructions to Offerors

## Non-Construction

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing

### 1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

### 2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

### 3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
  - (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
  - (3) letter or telegram, or
  - (4) facsimile, if facsimile offers are authorized in the solicitation.
- The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

### 4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

### 5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;
- (2) Have a satisfactory performance record;

- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

### 6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office

receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an Invitation for bids, bids may be withdrawn at any time prior to bid opening.

#### **7. Contract Award**

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and
- (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counter offer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

#### **8. Service of Protest**

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

#### **9. Offer Submission**

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

**Certifications and  
Representations  
of Offerors  
Non-Construction Contract**

**U.S. Department of Housing  
and Urban Development**  
Office of Public and Indian Housing

**ATTACHMENT J**

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offerors to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

**1. Contingent Fee Representation and Agreement**

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

- (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.

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

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

**2. Small, Minority, Women-Owned Business Concern Representation**

The bidder/offeror 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 small business concern. "Women-owned," as used in this provision, means a small 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 enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned 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)

- Black Americans                       Asian Pacific Americans
- Hispanic Americans                       Asian Indian Americans
- Native Americans                       Hasidic Jewish Americans

**3. Certificate of Independent Price Determination**

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

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

- (1) Is the person in the bidder/offeror'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/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror'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/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

**4. Organizational Conflicts of Interest Certification**

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor’s organizational, financial, contractual or other interest are such that:

- (i) Award of the contract may result in an unfair competitive advantage;
- (ii) The Contractor’s objectivity in performing the contract work may be impaired; or
- (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

**5. Authorized Negotiators (RFPs only)**

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

**6. Conflict of Interest**

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled “Organizational Conflict of Interest.”

**7. Offeror's Signature**

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

\_\_\_\_\_  
Signature & Date:

\_\_\_\_\_  
Typed or Printed Name:

\_\_\_\_\_  
Title:

**General Conditions for Non-Construction Contracts**  
**ATTACHMENT K**  
**Section I – (With or without Maintenance Work)**

**U.S. Department of Housing and Urban Development**  
Office of Public and Indian Housing  
Office of Labor Relations  
OMB Approval No. 2577-0157 (exp. 3/31/2020)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

**Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:**

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$105,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than \$2,000 but not more than \$150,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$150,000 – use Sections I and II.**

**Section I - Clauses for All Non-Construction Contracts greater than \$150,000**

**1. Definitions**

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

**2. Changes**

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

- proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
  - (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

**3. Termination for Convenience and Default**

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

**4. Examination and Retention of Contractor's Records**

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
  - (i) appeals under the clause titled Disputes;
  - (ii) litigation or settlement of claims arising from the performance of this contract; or,
  - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

**5. Rights in Data (Ownership and Proprietary Interest)**

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

**6. Energy Efficiency**

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

**7. Disputes**

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

**8. Contract Termination; Debarment**

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

**9. Assignment of Contract**

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

**10. Certificate and Release**

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

**11. Organizational Conflicts of Interest**

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
  - (i) Award of the contract may result in an unfair competitive advantage; or
  - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

**12. Inspection and Acceptance**

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any



product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

### 13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

### 14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

### 15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

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## 16. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

## 17. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

## 18. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

## 19. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

## 20. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

## 21. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of

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apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

## **22. Procurement of Recovered Materials**

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

## ATTACHMENT L

### PROPERTY EQUIPMENT LIST

#### Lease Agreement 1

#### **Andrew Jackson Courts – 1457 Jackson St., Nashville, TN 37208**

##### Equipment:

- Main Office Building

Focus 200 – 3G Combination Fire and Burglar Alarm Control Panel, Upgrade to LTE

Keypads: 3

Smoke Detectors: 10

Remote Fire Power Supply Supervision: 1

Door Contacts: 4

Motion Detectors: 9

Panic Button: 2

Batteries: 8

- Maintenance Building

Focus 200 – 3G Burglar Alarm Control Panel, Upgrade to LTE

Keypads: 2

Door Contacts: 6

Overhead Door Contacts: 1

Motion Detectors: 8

Batteries: 4

#### Lease Agreement 2

#### **Barrett Manor: – 510 Summer Place, Nashville, TN 37206**

##### Equipment:

Burglar Alarm: Vista 128 Control Panel, LTE Monitoring

Keypads: 1

Door Contacts: 5

Motion Detectors: 6

Panic Buttons: 3

Add Six (6) Panic Buttons, Coordinate Locations with Site Staff

Fire Alarm Control Panel: Monitoring of a 3<sup>rd</sup> Party installed fire alarm via sole path  
LTE Cellular communicator

### **Lease Agreement 3**

#### **Berry Street Alert Center and Juvenile Court – 608 N. 3<sup>rd</sup> St., Nashville, TN 37207**

Equipment:

Focus 200 – 3G Combination Fire and Burglar Alarm Control Panel, Upgrade to LTE  
Keypads: 2  
Smoke Detectors: 9  
Manual Fire Alarm Pull Stations: 5  
Remote Fire Power Supply Supervision: 1  
Door Contacts: 5  
Motion Detectors: 2  
Glass Break Detectors: 9  
Batteries: 4

### **Lease Agreement 4**

#### **C.B. Waller Manor – 106 31<sup>st</sup> Avenue South, Nashville, TN 37212**

Equipment:

Fire Alarm Control Panel  
3G Monitoring of a 3<sup>rd</sup> Party installed Fire Alarm, Upgrade to LTE  
  
Focus 200 – Burglar Alarm 3G Control Panel, Upgrade to LTE  
Keypads: 4  
Door Contacts: 6  
Motion Detectors: 2  
Panic Buttons: 1  
Batteries: 4

### **Lease Agreement 5**

#### **Cayce Place Maintenance Bldg. – 701 South Seventh Street, Nashville, TN 37206**

Equipment:

Focus 200 – Combination Fire and Burglar Alarm 3G Control Panel, Upgrade to LTE  
Keypads: 3  
Point of Connection for Monitoring of a 3<sup>rd</sup> Party Installed Fire Alarm  
Door Contacts: 10  
Overhead Door Contacts: 4  
Motion Detectors: 12  
Glass Break Detectors: 4  
Safe Contacts: 1  
Smoke Detectors: 7  
Remote Fire Power Supply Supervision: 2  
Batteries: 8

## Lease Agreement 6

### **Combined Maintenance Building – 890 South Seventh Street, Nashville, TN 37206**

Equipment:

Focus 200 – Combination Fire and Burglar Alarm 3G Control Panel, Upgrade to LTE  
Keypads: 2  
Smoke Detectors: 10  
Heat Detectors: 18  
Manual Fire Alarm Pull Stations: 7  
Remote Fire Power Supply Supervision: 1  
Door Contacts: 4  
Overhead Door Contacts: 7  
Motion Detectors: 6  
Glass Break Detectors: 2  
Siren Supervision: 1  
Photoelectric Beam Sets: 4  
Batteries: 8

## Lease Agreement 7

### **Cheatham Place, 1564 9<sup>th</sup> Avenue North, Nashville, TN 37208**

Equipment:

- Main Office Building

Focus 200 – Combination Fire and Burglar Alarm 3G Control Panel, Upgrade to LTE  
Keypads: 2  
Smoke Detectors: 5  
Door Contacts: 6  
Motion Detectors: 2  
Glass Break Detectors: 2  
Panic Buttons: 1  
Batteries: 4

### **Cheatham Place Maintenance, 853 Garfield Street, Nashville, TN 37208**

Equipment:

Burglar Alarm:

Keypads: 1  
Door Contacts: 2

## **Lease Agreement 8**

### **Cumberland View Homes – 2316 25<sup>th</sup> Ave. North, Nashville, TN 37208**

#### **Equipment:**

Focus 200 – Combination Fire and Burglar Alarm 3G Control Panel, Upgrade to LTE  
Keypads: 3  
Smoke Detectors: 13  
Heat Detectors: 1  
Remote Fire Power Supply Supervision: 1  
Door Contacts: 10  
Overhead Door Contacts: 2  
Motion Detectors: 4  
Glass Break Detectors: 4  
Panic Buttons: 3  
Batteries: 4

## **Lease Agreement 9**

### **CWA Apartments – 500 Shelby Avenue, Nashville, TN 37206**

#### **Equipment:**

Burglar Alarm: Vista 128 LTE Control Panel  
Keypads: 2  
Door Contacts: 3  
Motion Detectors: 3

## **Lease Agreement 10**

### **Edgehill Apartments – 1277 12<sup>th</sup> Avenue South, Nashville, TN 37203**

#### **Equipment:**

Focus 200 – Burglar Alarm 3G Control Panel, Upgrade to LTE  
Keypads: 3  
Door Contacts: 11  
Overhead Door Contacts: 3  
Motion Detectors: 15  
Panic Buttons: 2  
Batteries: 4



## **Lease Agreement 11**

### **Edgefield Manor – 525 Shelby Ave., Nashville, TN 37206 (High Rise)**

Equipment:

Focus 200 – Burglar Alarm 3G Control Panel, Upgrade to LTE  
Keypads: 4  
Door Contacts: 6  
Overhead Door Contacts: 1  
Motion Detectors: 6  
Glass Break Detectors: 1  
Panic Buttons: 3  
Batteries: 4

## **Lease Agreement 12**

### **Gernert Studio Apartments – 1101 Edgehill Ave. Nashville, TN 37203 (High Rise)**

Equipment:

Focus 200 – Combination Fire and Burglar Alarm 3G Control Panel, Upgrade to LTE  
Keypads: 4  
Point of Connection for Monitoring of a 3<sup>rd</sup> Party installed Fire Alarm  
Door Contacts: 9  
Motion Detectors: 5  
Glass Break Detectors: 3  
Panic Buttons: 1  
Batteries: 4

## **Lease Agreement 13**

### **Hadley Park Towers – 2901 John A. Merritt Blvd., Nashville, TN 37209 (High Rise)**

Equipment:

Focus 200 – Combination Fire and Burglar Alarm 3G Control Panel, Upgrade to LTE  
Keypads: 4  
Point of Connection for Monitoring of a 3<sup>rd</sup> Party installed Fire Alarm  
Door Contacts: 7  
Overhead Door Contacts: 2  
Motion Detectors: 8  
Panic Buttons: 3  
Batteries: 4

## Lease Agreement 14

### **Harper Cove Flats Apartments**

#### **Building 1 – 3212 Hospital Lane, Nashville, TN 37218**

Equipment:

Fire Alarm Control Panel: Monitoring of a 3<sup>rd</sup> Party installed Fire Alarm via sole path LTE  
Cellular Communicator

#### **Building 2 - 3110 Hospital Lane, Nashville, TN 37218**

Equipment:

Fire Alarm Control Panel: Monitoring of a 3<sup>rd</sup> Party installed Fire Alarm via sole path LTE  
Cellular Communicator

#### **Building 3 – 3209 Hospital Lane, Nashville, TN 37218**

Equipment:

Fire Alarm Control Panel: Monitoring of a 3<sup>rd</sup> Party installed Fire Alarm via sole path LTE  
Cellular Communicator

#### **Building 4 – 3111 Hospital Lane, Nashville, TN 37218**

Equipment:

Fire Alarm Control Panel: Monitoring of a 3<sup>rd</sup> Party installed Fire Alarm via sole path LTE  
Cellular Communicator

## Lease Agreement 15

### J. Henry Hale Homes – 1433 Jo Johnston Ave. Nashville, TN 37203

#### Equipment:

Fire Alarm 3G Control Panel, Upgrade to LTE  
Monitoring of a 3<sup>rd</sup> Party Installed Fire Alarm

Focus 200 – Burglar Alarm 3G Control Panel, Upgrade to LTE  
Keypads: 4  
Door Contacts: 14  
Overhead Door Contacts: 2  
Motion Detectors: 8  
Glass Break Detectors: 14  
Siren Supervision: 1  
Point of Connection for Generator Power Monitoring: 1  
Panic Buttons: 2  
PC Trunk Supervision: 1  
Batteries: 4

Focus 200 Card Access 3G Control Panel, Upgrade to LTE  
Interface with Focus 200 Burglar Alarm Control Panel: 2  
Card Readers: 2  
Egress Motion Detectors: 2  
Electro-magnetic locks: 2  
Electric Door Strikes: 1  
Egress Push Buttons: 2  
ACIU's: 2  
Power Supplies: 2  
Printer: 1

Aiphone GF Series – Intercom System  
Master Station: 1  
Door Station: 1  
Audio Handset Units: 13

## **Lease Agreement 16**

### **Levy Place 303 Foster Street, Nashville, TN 37207**

Equipment:

Focus 200 – Combination Fire and Burglar Alarm 3G Control Panel, Upgrade to LTE  
Keypads: 3  
Point of Connection for Monitoring of a 3<sup>rd</sup> Party Installed Fire Alarm  
Door Contacts: 15  
Overhead Door Contacts: 2  
Motion Detectors: 10  
Glass Break Detectors: 5  
Panic Buttons: 5  
Innovonics RF Unit: 1  
Batteries: 4

## **Lease Agreement 17**

### **Madison Towers – 591 North Dupont Ave., Madison, TN 37115**

Equipment:

Fire Alarm 3G Control Panel, Upgrade to LTE  
Monitoring of a 3<sup>rd</sup> Party installed Fire Alarm

Focus 200 – Burglar Alarm 3G Control Panel, Upgrade to LTE  
Keypads: 2  
Door Contacts: 3  
Overhead Door Contacts: 1  
Motion Detectors: 2  
Panic Buttons: 3  
Batteries: 4

## **Lease Agreement 18**

### **Manning Place**

#### **Building C –610 Dew Street, Nashville, TN 37206**

Equipment:

Fire Alarm Control Panel: Monitoring of a 3<sup>rd</sup> Party installed Fire Alarm via sole path LTE  
Cellular Communicator

#### **Building D – 615 Lenore Street, Nashville, TN 37206**

Equipment:

Fire Alarm Control Panel: Monitoring of a 3<sup>rd</sup> Party installed Fire Alarm via sole path LTE  
Cellular Communicator

## **Lease Agreement 19**

### **Mosley on 6th**

#### **Building 1 – 800 South 6<sup>th</sup> Street Nashville, TN 37206**

Equipment:

Fire Alarm Control Panel: Monitoring of a 3<sup>rd</sup> Party installed Fire Alarm via sole path LTE  
Cellular Communicator

#### **Building 2 – 808 South 6<sup>th</sup> Street Nashville, TN 37206**

Equipment:

Fire Alarm Control Panel: Monitoring of a 3<sup>rd</sup> Party installed Fire Alarm via sole path LTE  
Cellular Communicator

#### **Building 3 – 816 South 6<sup>th</sup> Street Nashville, TN 37206**

Equipment:

Fire Alarm Control Panel: Monitoring of a 3<sup>rd</sup> Party installed Fire Alarm via sole path LTE  
Cellular Communicator

## **Lease Agreement 20**

### **Napier Place – 648 Claiborne St., Nashville, TN 37210**

Equipment:

Focus 200 – Burglar Alarm 3G Control Panel, Upgrade to LTE  
Keypads: 3  
Door Contacts: 7  
Overhead Door Contacts: 1  
Motion Detectors: 8  
Glass Break Detectors: 1  
Siren Supervision: 2  
Panic Buttons: 3  
Batteries: 4

## **Lease Agreement 21**

### **Neighborhood Housing – 1201 Hawkins St., Nashville, TN 37207**

Equipment:

Focus 200 – Combination Fire and Burglar Alarm 3G Control Panel, Upgrade to LTE  
Keypads: 3  
Smoke Detectors: 10  
Heat Detectors: 6  
Door Contacts: 10  
Overhead Door Contacts: 6  
Motion Detectors: 6  
Glass Break Detectors: 2  
Safe Contacts: 1  
Panic Buttons: 4  
Batteries: 4  
Add One (1) Panic Button, Coordinate Location with Site Staff

## **Lease Agreement 22**

### **Neighborhood Network Center – 298 Foster St., Nashville, TN 37207**

Equipment:

Focus Cadet – Combination Fire and Burglar Alarm 3G Control Panel, Upgrade to LTE  
Keypads: 2  
Smoke Detectors: 1  
Waterflow Switch: 1  
Waterflow Tamper Switch: 1  
Door Contacts: 4  
Motion Detectors: 3  
Panic Buttons: 2  
Innovonics RF Unit: 1  
Batteries: 4

## **Lease Agreement 23**

### **Parkway Terrace – 196 North 7<sup>th</sup> Street, Nashville, TN 37206**

Equipment:

Focus Cadet – Burglar Alarm 3G Control Panel, Upgrade to LTE  
Keypads: 2  
Door Contacts: 3  
Overhead Door Contacts: 1  
Motion Detectors: 2  
Glass Break Detectors: 2  
Panic Buttons: 3  
Batteries: 4

## **Lease Agreement 24**

### **Parkway Terrace Community Building – 211 North 6<sup>th</sup> Street, Nashville, TN 37206**

Equipment:

Focus 200 – Combination Fire and Burglar Alarm 3G Control Panel, Upgrade to LTE  
Keypads: 1  
Smoke Detectors: 2  
Door Contacts: 4  
Motion Detectors: 2  
Batteries: 4

## **Lease Agreement 25**

### **Parthenon Towers – 301 28<sup>th</sup> Avenue North, Nashville, TN 37203 (High Rise)**

#### Equipment:

Fire Alarm 3G Control Panel, Upgrade to LTE  
Monitoring of a 3<sup>rd</sup> Party installed Fire Alarm

Focus 200 – Burglar Alarm 3G Control Panel, Upgrade to LTE  
Keypads: 3  
Door Contacts: 11  
Overhead Door Contacts: 1  
Motion Detectors: 6  
Glass Break Detectors: 3  
Panic Buttons: 3



## **Lease Agreement 26**

### **Preston Taylor Apartments – 3900 Clifton Avenue, Nashville, TN 37209**

#### Equipment:

Focus 200 – Combination Fire and Burglar Alarm 3G Control Panel, Upgrade to LTE

Keypads: 4

Point of Connection for Monitoring of a 3<sup>rd</sup> Party installed Fire Alarm

Door Contacts: 31

Overhead Door Contacts: 1

Motion Detectors: 19

Siren Supervision: 3

Panic Buttons: 3

Remote Fire Power Supply Supervision: 1

Batteries: 4

Focus 200 – Card Access 3G Control Panel, Upgrade to LTE

Interface with Focus 200 Burglar Alarm Control Panel: 2

Card Readers: 2

Egress Motion Detectors: 3

Egress Push Buttons: 3

ACIU's: 3

Electro-magnetic Locks: 3

Power Supplies: 3

Batteries: 8

Aiphone GF Series – Intercom System, This system to be removed by awarded company, provide covers on existing blank boxes as required

Master Station: 1

Door Station: 1

Audio Handset Units: 25

## **Lease Agreement 27**

### **Sudekum Apartments – 101 University Court, Nashville, TN 37210**

#### Equipment:

Focus 200 – Fire Alarm 3G Control Panel, Upgrade to LTE

Point of Connection for Monitoring of a 3<sup>rd</sup> Party installed Fire Alarm

Focus 200 – Burglar Alarm 3G Control Panel, Upgrade to LTE

Keypads: 3

Door Contacts: 12

Overhead Door Contacts: 7

Motion Detectors: 12

Panic Buttons: 5

Batteries: 4

## **Lease Agreement 28**

### **Vine Hill High Rise Building – 625 Benton Ave., Nashville, TN 37204**

Equipment:

Focus 200 – Combination Fire and Burglar Alarm 3G Control Panel, Upgrade to LTE

Keypads: 3

Point of Connection for Monitoring of a 3<sup>rd</sup> Party installed Fire Alarm

Door Contacts: 7

Motion Detectors: 1

Panic Buttons: 2

Batteries: 4

## **Lease Agreement 29**

### **Vine Hill Community Building – 601 Benton Ave., Nashville, TN 37204**

Equipment:

Focus 200 – Combination Fire and Burglar Alarm 3G Control Panel, Upgrade to LTE

Keypads: 4

Smoke Detectors: 30

Heat Detectors: 3

Manual Fire Alarm Pull Stations: 14

Waterflow Switch: 2

Gate Valve Tamper: 2

Waterflow Tamper Switch: 3

Duct Smoke Detectors: 2

Point of Connection for Elevator Recall: 1

Point of Connection for Ansul System Monitoring: 1

Point of Connection for PIV Monitoring: 1

Remote Fire Power Supply Supervision: 1

Door Contacts: 21

Motion Detectors: 2

Glass Break Detectors: 16

Panic Buttons: 3

Batteries: 8

## **Lease Agreement 30**

### **Central Offices Locations**

#### **Gerald Nicely Building – 701 South Sixth Street, Nashville, TN 37206**

##### **Equipment:**

Focus 200 – Combination Fire and Burglar Alarm 3G Control Panel, Upgrade to LTE  
Keypads: 4  
Smoke Detectors: 56  
Heat Detectors: 18  
Manual Fire Alarm Pull Stations: 6  
Duct Smoke Detectors: 4  
Point of Connection for Ansul System Monitoring: 1  
Remote Fire Power Supply Supervision: 4  
Door Contacts: 7  
Motion Detectors: 11  
Batteries: 12

#### **701-C Annex Building**

Focus 200 – Burglar Alarm 3G Control Panel, Upgrade to LTE  
Keypads: 1  
Door Contacts: 3  
Motion Detectors: 2  
Panic Buttons: 1  
Batteries: 4

**Construction/Community Development Building/IT Office (Basement): 712-714  
South Sixth St., Nashville, TN 37206**

**Construction Department:**

Equipment:

Focus 200 – Combination Fire and Burglar Alarm 3G Control Panel, Upgrade to LTE  
Keypads: 5  
Smoke Detectors: 28  
Heat Detectors: 3  
Manual Fire Alarm Pull Stations: 8  
Duct Smoke Detectors: 3  
Point of Connection for Monitoring of 3<sup>rd</sup> Party Installed Fire Suppression System: 1  
Remote Fire Power Supply Supervision: 2  
Door Contacts: 17  
Motion Detectors: 8  
Glass Break Detectors: 9  
Fence Lacing: 1  
Photoelectric Beam Sets: 4  
Batteries: 16  
Horn and Strobe Units: 1 Lot  
Strobe Only Units: 1 Lot  
Panic Buttons: 2

**IT Office Space (Basement):**

Equipment:

Focus 200 – Burglar Alarm 3G Control Panel, Upgrade to LTE  
Keypads: 2  
Door Contacts: 4  
Overhead Door Contacts: 1  
Motion Detectors: 6  
Batteries: 8

Focus 200 – Card Access Control Panel  
Interface with Focus 200 Burglar Alarm Control Panel: 6  
Card Readers: 6  
Egress Motion Detectors: 3  
Egress Push Buttons: 4  
Fire Alarm Drop: 4  
Electro-magnetic Locks: 5  
Electric Door Strikes: 2

**Rental Assistance Office – 620 Dew St., Nashville, TN 37206**

Equipment:

Focus 200 – Combination Fire and Burglar Alarm 3G Control Panel, Upgrade to LTE

- Keypads: 5
- Smoke Detectors: 23
- Manual Fire Alarm Pull Stations: 1
- Duct Smoke Detectors: 5
- Door Contacts: 3
- Motion Detectors: 3
- Glass Break Detectors: 26
- Panic Buttons: 25
- Batteries: 8

Focus 200 – Card Access 3G Control Panel, Upgrade to LTE

- Interface with Focus 200 Burglar Alarm Control Panel: 1
- Card Readers: 6
- ACIU's: 6
- Electric Door Strikes: 6
- Power Supplies: 6
- Batteries: 12

**Lease Agreement 31**

**Southside Enterprise Center – 78 Lafayette St., Nashville, TN 37210**

Equipment:

Focus 200 – Combination Fire and Burglar Alarm 3G Control Panel, Upgrade to LTE

- Keypads: 3
- Smoke Detectors: 20
- Heat Detectors: 4
- Door Contacts: 7
- Motion Detectors: 2
- Glass Break Detectors: 18
- Batteries: 8

Aiphone LE Series – Intercom System

- Door Station: 1
- Master Station: 3

## **Lease Agreement 32**

### **Urban Development (Trolley Barn) – 35 Peabody St., #301, Nashville, TN 37210**

#### Equipment:

Focus Cadet – Burglar Alarm 3G Control Panel, Upgrade to LTE  
Keypads: 2  
Door Contacts: 5  
Motion Detectors: 2  
Batteries: 8

## **Lease Agreement 33**

### **Curb Victory Hall – 1117 12<sup>th</sup> Avenue South, Nashville, TN 37203**

#### Equipment:

Fire Alarm Control Panel: Monitoring of a 3<sup>rd</sup> Party installed Fire Alarm via sole path LTE  
Cellular Communicator

## **MDHA Owned Equipment 1**

### **Edgefield Manor – 525 Shelby Ave., Nashville, TN 37206 (High Rise)**

#### **Equipment:**

Fire Alarm Control Panel: Monitoring of a 3<sup>rd</sup> Party installed Fire Alarm via sole path LTE  
Cellular Communicator

## **MDHA Owned Equipment 2**

### **Kirkpatrick Park – 304 Heights Drive, Nashville, TN 37206**

#### **Equipment:**

Fire Alarm LTE Control Panel: Wireless CWSI  
Smoke Detectors: 15  
Pull Stations: 15  
Fire Control Power Supply: 15  
Battery: 40  
Antenna: 15  
Transmitter: 20  
Repeater: 14

LEASE AGREEMENT FORM		Site Address	Technology	One (1) Year	Three (3) Year	Five (5) Year
Andrew Jackson Courts - Main Office	Locations	1457 Jackson St. / Nashville, TN 37208	FABA			
Andrew Jackson Courts - Maintenance Shop		1457 Jackson St. / Nashville, TN 37208	BA			
Barrett Manor		510 Summer Place, Nashville, TN 37206	FA (3 <sup>rd</sup> Party)			
Barrett Manor		510 Summer Place, Nashville, TN 37206	BA			
Berry Street Aflac Center		608 N. 3rd St. / Nashville, TN 37207	FABA			
C.B. Waller Manor		106 31st Ave. S. / Nashville, TN 37212	FA (3 <sup>rd</sup> Party)			
C.B. Waller Manor		106 31st Ave. S. / Nashville, TN 37212	BA			
Cayce Place Maintenance Building		701 S. 7th St. / Nashville, TN 37206	FABA			
Combined Maintenance Building		880 S. 7th St. / Nashville, TN 37206	FABA			
Cheatham Place - Office		1564 9th Ave. N. / Nashville, TN 37208	FABA			
Cheatham Place Maintenance		853 Garrfield Street / Nashville, TN 37210	BA			
Cumberland View Homes		2316 25th Ave. N. / Nashville, TN 37208	FABA			
CWA		500 Shelby Avenue / Nashville, TN 37206	BA			
Edgell Hill Apartments		1277 12th Ave S. / Nashville, TN 37203	BA			
Edgellfield Manor		525 Shelby Ave. / Nashville, TN 37206	BA			
Germent Studio Apartments		1101 Edgell Hill Ave. / Nashville, TN 37203	FABA			
Hadley Park Towers		2901 John A. Merritt Blvd. / Nashville, TN 37209	FABA			
Harper Cove Flats Apartments Bldg. 1 (Bordeaux Townhouse)		3212 Hospital Lane/Nashville, TN 37218	FA (3 <sup>rd</sup> Party)			
Harper Cove Flats Apartments Bldg. 2 (Bordeaux Townhouse)		3110 Hospital Lane/Nashville, TN 37218	FA (3 <sup>rd</sup> Party)			
Harper Cove Flats Apartments Bldg. 3 (Bordeaux Townhouse)		3209 Hospital Lane/Nashville, TN 37218	FA (3 <sup>rd</sup> Party)			
Harper Cove Flats Apartments Bldg. 4 (Bordeaux Townhouse)		3111 Hospital Lane/Nashville, TN 37218	FA (3 <sup>rd</sup> Party)			
J. Henry Hale Homes		1433 Jo Johnston Ave. / Nashville, TN 37203	FA (3 <sup>rd</sup> Party)			
J. Henry Hale Homes		1433 Jo Johnston Ave. / Nashville, TN 37203	BA			
J. Henry Hale Homes		1433 Jo Johnston Ave. / Nashville, TN 37203	AC Card			
J. Henry Hale Homes		1433 Jo Johnston Ave. / Nashville, TN 37203	AC Intercom			
Levy Place		303 Foster St. / Nashville, TN 37207	FABA			
Madison Towers		591 N. Dupont Ave. / Madison, TN 37115	FA (3 <sup>rd</sup> Party)			
Madison Towers		581 N. Dupont Ave. / Madison, TN 37115	BA			
Manning Place Bldg. C (Boscochell II)		610 Dew Street / Nashville, TN 37206	FA (3 <sup>rd</sup> Party)			
Manning Place Bldg. D (Boscochell II)		615 Lenore Street / Nashville, TN 37206	FA (3 <sup>rd</sup> Party)			
Mosley on 6th Bldg. 1 (Boscochell I)		800 S. 6th Street / Nashville, TN 37206	FA (3 <sup>rd</sup> Party)			
Mosley on 6th Bldg. 2 (Boscochell I)		808 S. 6th Street / Nashville, TN 37206	FA (3 <sup>rd</sup> Party)			
Mosley on 6th Bldg. 3 (Boscochell I)		816 S. 6th Street / Nashville, TN 37206	FA (3 <sup>rd</sup> Party)			
Napfel Place		648 Claborn Street / Nashville, TN 37210	BA			
Neighborhood Housing		1201 Hawkins St. / Nashville, TN 37203	FABA			
Neighborhood Network Center		298 Foster St. / Nashville, TN 37207	FABA			
Neighborhood Network Center		196 N. 7th St. / Nashville, TN 37206	BA			
Parkway Terraces - Office		211 N. 7th St. / Nashville, TN 37206	FABA			
Parkway Terraces - Community Center		301 28th Ave. / Nashville, TN 37203	FA (3 <sup>rd</sup> Party)			
Parthenon Towers		301 28th Ave. / Nashville, TN 37203	BA			
Parthenon Towers		3900 Clifton Ave. / Nashville, TN 37209	FABA			
Parthenon Towers		3900 Clifton Ave. / Nashville, TN 37209	AC Card			
Preston Taylor Apartments		3900 Clifton Ave. / Nashville, TN 37209	AC Intercom			
Preston Taylor Apartments		3900 Clifton Ave. / Nashville, TN 37209	FA (3 <sup>rd</sup> Party)			
Sudekum Apartments		101 University Ct. / Nashville, TN 37210	BA			
Sudekum Apartments		101 University Ct. / Nashville, TN 37210	FABA			
Vine Hill High-Rise		625 Benton Ave. / Nashville, TN 37204	FABA			
Vine Hill - Community Center		601 Benton Ave. / Nashville, TN 37204	FABA			
Gerald Nicely Building		701 S. 6th St. / Nashville, TN 37206	BA			
701 - C Annex Building		701 C S. 6th St. / Nashville, TN 37206	FABA			
Construction/Community Development Building/IT (Except IT - BA)		712-714 S. 6th St. / Nashville, TN 37206	BA			
IT Space in Basement		712-714 S. 6th St. / Nashville, TN 37206	AC Card			
IT Space in Basement		712-714 S. 6th St. / Nashville, TN 37207	FABA			
Rental Assistance Office		620 Dew St. / Nashville, TN 37206	AC Card			
Rental Assistance Office		620 Dew St. / Nashville, TN 37206	FABA			
Southside Enterprise Center		78 Lafayette St. / Nashville, TN 37210	FABA			
Southside Enterprise Center		78 Lafayette St. / Nashville, TN 37210	AC Intercom			
Urban Development - Trolley Barns at Rolling Mill Hill		35 Peabody St. / Suite 301 / Nashville, TN 37210	BA			
Curb Victory Hall		1117 72nd Ave. S. / Nashville, TN 37203	FA (3 <sup>rd</sup> Party)			
Edgellfield Manor - Own Equipment		525 Shelby Ave. / Nashville, TN 37206	FA (3 <sup>rd</sup> Party)			
Kirkpatrick Park - Own Equipment		822 Sylvan Street / Nashville, TN 37206	FA			



<b>Technology Abbreviations Key</b>
FA - Monitored Fire Alarm System
FA (3rd Party) - Tyco IS Monitored Fire Alarm System / Installed and Serviced by 3rd Party
FABA - Monitored combination Fire and Burglar Alarm System
BA - Monitored Burglar Alarm System
AC Card - Badging Entry System
AC Intercom - Intercom Entry System

PURCHASE/MONITOR/MAINTENANCE AGREEMENT		Site Address	Technology	One (1) Year	Three (3) Year	Five (5) Year
Andrew Jackson Courts - Main Office	1457 Jackson St. / Nashville, TN 37208	FABA				
Andrew Jackson Courts - Maintenance Shop	1457 Jackson St. / Nashville, TN 37208	BA				
Barrett Manor	510 Summer Place, Nashville, TN 37206	FA (3 <sup>rd</sup> Party)				
Barrett Manor	510 Summer Place, Nashville, TN 37206	BA				
Berry Street Alert Center	608 N. 3rd St. / Nashville, TN 37207	FABA				
C.B. Walker Manor	106 3rd Ave. S. / Nashville, TN 37212	FA (3 <sup>rd</sup> Party)				
C.B. Walker Manor	106 3rd Ave. S. / Nashville, TN 37212	BA				
Cayce Place Maintenance Building	701 S. 7th St. / Nashville, TN 37206	FABA				
Combined Maintenance Building	890 S. 7th St. / Nashville, TN 37206	FABA				
Cheatham Place - Office	1564 9th Ave. N. / Nashville, TN 37208	BA				
Cheatham Place Maintenance	853 Garfield Street / Nashville, TN 37210	FABA				
Cumberland View Homes	2316 23rd Ave. N. / Nashville, TN 37208	BA				
CVA	500 Shelby Avenue / Nashville, TN 37206	BA				
Edgell Apartments	1277 12th Ave S. / Nashville, TN 37203	BA				
Edgell Manor	525 Shelby Ave. / Nashville, TN 37206	BA				
Gerritt Studio Apartments	1101 Edgell Ave. / Nashville, TN 37203	FABA				
Haley Park Towers	2901 John A. Merritt Blvd. / Nashville, TN 37209	FABA				
Harper Cove Flats Apartments Bldg. 1 (Bordeaux Townhouse)	3212 Hospital Lane/Nashville, TN 37218	FA (3 <sup>rd</sup> Party)				
Harper Cove Flats Apartments Bldg. 2 (Bordeaux Townhouse)	3110 Hospital Lane/Nashville, TN 37218	FA (3 <sup>rd</sup> Party)				
Harper Cove Flats Apartments Bldg. 3 (Bordeaux Townhouse)	3209 Hospital Lane/Nashville, TN 37218	FA (3 <sup>rd</sup> Party)				
Harper Cove Flats Apartments Bldg. 4 (Bordeaux Townhouse)	3111 Hospital Lane/Nashville, TN 37218	FA (3 <sup>rd</sup> Party)				
J. Henry Hale Homes	1433 Jo Johnston Ave. / Nashville, TN 37203	BA				
J. Henry Hale Homes	1433 Jo Johnston Ave. / Nashville, TN 37203	AC Card				
J. Henry Hale Homes	1433 Jo Johnston Ave. / Nashville, TN 37203	AC Intercom				
J. Henry Hale Homes	1433 Jo Johnston Ave. / Nashville, TN 37203	FABA				
Levy Place	303 Foster St. / Nashville, TN 37207	FA (3 <sup>rd</sup> Party)				
Madison Towers	991 N. Dupont Ave. / Madison, TN 37115	BA				
Madison Towers	591 N. Dupont Ave. / Madison, TN 37115	FA (3 <sup>rd</sup> Party)				
Manning Place Bldg. C (Boscochell I)	610 Dew Street / Nashville, TN 37206	FA (3 <sup>rd</sup> Party)				
Manning Place Bldg. D (Boscochell II)	615 Lemore Street / Nashville, TN 37206	FA (3 <sup>rd</sup> Party)				
Moseley on 8th Bldg. 1 (Boscochell I)	800 S. 8th Street / Nashville, TN 37206	FA (3 <sup>rd</sup> Party)				
Moseley on 8th Bldg. 2 (Boscochell I)	808 S. 8th Street / Nashville, TN 37206	FA (3 <sup>rd</sup> Party)				
Moseley on 8th Bldg. 3 (Boscochell I)	816 S. 8th Street / Nashville, TN 37206	FA (3 <sup>rd</sup> Party)				
Napee Place	648 Calhoun Street / Nashville, TN 37210	BA				
Neighborhood Housing	1201 Hawkins St. / Nashville, TN 37203	FABA				
Neighborhood Network Center	298 Foster St. / Nashville, TN 37207	BA				
Parkway Terrace - Office	196 N. 7th St. / Nashville, TN 37206	FABA				
Parkway Terrace - Community Center	211 N. 7th St. / Nashville, TN 37206	FA (3 <sup>rd</sup> Party)				
Parthenon Towers	301 28th Ave. / Nashville, TN 37203	BA				
Parthenon Towers	301 28th Ave. / Nashville, TN 37203	FABA				
Preston Taylor Apartments	3900 Clifton Ave. / Nashville, TN 37209	AC Card				
Preston Taylor Apartments	3900 Clifton Ave. / Nashville, TN 37209	AC Intercom				
Sudekum Apartments	101 University Ct. / Nashville, TN 37210	FA (3 <sup>rd</sup> Party)				
Sudekum Apartments	101 University Ct. / Nashville, TN 37210	BA				
Vine Hill High-Rise	625 Benton Ave. / Nashville, TN 37204	FABA				
Vine Hill - Community Center	601 Benton Ave. / Nashville, TN 37204	FABA				
Gerard Nicely Building	701 S. 6th St. / Nashville, TN 37206	BA				
701 C Annex Building	701 S. 6th St. / Nashville, TN 37206	FABA				
Construction/Community Development Building (IT - BA)	712-714 S. 6th St. / Nashville, TN 37206	BA				
IT Space in Basement	712-714 S. 6th St. / Nashville, TN 37207	AC Card				
IT Space in Basement	712-714 S. 6th St. / Nashville, TN 37207	BA				
Rental Assistance Office	620 Dew St. / Nashville, TN 37206	FABA				
Rental Assistance Office	620 Dew St. / Nashville, TN 37206	AC Card				
Southside Enterprise Center	78 Lafayette St. / Nashville, TN 37210	FABA				
Southside Enterprise Center	78 Lafayette St. / Nashville, TN 37210	AC Intercom				
Urban Development - Trolley Barns at Rolling Mill Hill	35 Peabody St. / Suite 301 / Nashville, TN 37210	BA				
Curd Victory Hall	1117 12th Ave. S. / Nashville, TN 37203	FA (3 <sup>rd</sup> Party)				
Edgell Manor - Own Equipment	525 Shelby Ave. / Nashville, TN 37206	FA (3 <sup>rd</sup> Party)				
Kirkpatrick Park - Own Equipment	822 Sylvan Street / Nashville, TN 37206	FA				

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BA - Monitored Burglar Alarm System
AC Card - Badging Entry System
AC Intercom - Intercom Entry System

ATTACHMENT O

EQUIPMENT PURCHASE COST			
EQUIPMENT	Cost Per Equipment	Quantity	Equipment Total Cost
ACIU's			
Antenna			
Audio Handset Units			
Batteries			
Burglar Alarm Control Panel			
Card Readers			
Cellular Dialer			
Combination Fire Alarm and Burglar Alarm Control Panel			
Door Contacts			
Door Station			
Duct Smoke Detectors			
Gate Valve Tamper			
Glass Break Detectors			
Egress Motion Detectors			
Electric Door Strikes			
Electro-Magnetic Locks			
Fence Lacing			
Fire Alarm Control Panel			
Heat Detectors			
Horn and Strobe Units			
Innovonics RF Unit			
Keypads			
Manual Fire Alarm Pull Stations			
Master Station			
Motion Detectors			
Overhead Door Contacts			
Panic Buttons			
PC Truck Supervision			
Point of Connection for Ansul System Monitoring			
Point of Connection for Elevator Recall			
Point of Connection for Generator Power Monitoring			
Photoelectric Beam Sets			
Power Supplies			
Printer			
Remote Fire Power Supply Supervisor			
Safe Contacts			
Siren Supervision			
Smoke Detectors			
Strobe Only Units			
Waterflow Switch			
Waterflow Tamper Switch			
<b>TOTAL PURCHASE COST</b>			

**Attachment P  
Monitoring Call List**

Development	Phone Number	Property Manager	Maintenance Supervisor	Sr. Property Manager
Andrew Jackson Courts	615-720-9547 Eric 615-336-9644	Karla Fisher	Eric Simmons	Catrina Haley
Barrett Manor Cayce Kirkpatrick Mosley on 6th Manning Place 701 South 7th Offices	615-483-4473 Tracy 615-721-7353 615-496-0201	Michael Evans	Tracy Edwards	Kelli Huff-Jones
Berry Street alert Center & Juvenile Court Sam Levy Place Parkway Terrace Parkway Terrace Community Building	615-589-6825 Kerwyn	Ebonne Frazier	Kerwyn Carroll	Kelly Huff-Jones
C.B. Waller Manor Hadley Park Towers Parthenon Towers	615-506-0881 Christopher	Tiwanna Jones	Christopher Kenner	Catrina Haley
Combined Maintenance Building	615-674-8935 Jonathan 615-545-6996	Art Turcotte	Johnathan Dobson	N/A
Cheatham Place	615-394-1881 Andrew	Ava Christian	Andrew Shepard	Catrina Haley
Cumberland View Harper Cove Flats Apartments	615-812-3866 Alfred	Charis Stegall	Alfred Johnson	Catrina Haley
CWA Apartments	(615)596-9220 Kevin	Randall Lacy	Kevin McKellery	Kelli Huff-Jones
Edgehill Apartments Gernert Studio Apartments Curb Victory Hall	615-482-9588 Eric 615-268-2140	Tomma Thornton	Eric Chatman	Lamont Westbrooks
Edgefield Manor	615-579-1029 Antonio	Ronda Blackman	Antonio Carter	Kelli Huff-Jones
John Henry Hale Homes	615-720-9547 Eric 615-336-9644	Rachel Kelley	Eric Simmons	Catrina Haley
Madison Towers	615-305-6755 Mike 615-679-6701	Mindy Thoyre	Mike Moss	Kelli Huff-Jones
Napier Place	615-491-8473 Eric	Cynthia McNeal	Eric Barefield	Lamont Westbrooks
Neighborhood Housing Neighborhood Network Center	615-753-0561 Ray 615-593-9191	Joya Gray	Ray McClain	Lamont Westbrooks
Preston Taylor Apartments	(615) 418-0462 Maurice (205) 561-7227 Jamila	Jamila Grimes	Maurice Lavender	Catrina Haley
Sudekum Apartments	(615) 810-3093 Randall	Alishia Marshall	Randall Gupton	Lamont Westbrooks
Vine Hill High Rise Building Vine Hill Community Building	352-425-8540 Kevin	Arlene Cummings	Kevin Dobson	Lamont Westbrooks
Gerald Nicely Building 701 - C Annex Building	615-753-0584 Zach	Zach Grunow	N/A	N/A
Construction/Community Development Building/IT Office (Basement)	615-569-6919 Thomas	Brent Grubb	Thomas Raybon	N/A
IT Office Space (Basement)	615-613-4180 Robby	Robby Osborne	N/A	N/A
Rental Assistance Office	615-830-7931 Norman	Norman Deep	N/A	N/A
Southside Enterprise Center (Envision Center)	901-896-7383 Curtis 615-481-3780 Sheronda	Curtis Thomas	Sheronda Wilson	N/A
Urban Development (Trolley Barn)	615-400-0472 Kristin	Kristin Deal	N/A	N/A