



415 N. Maple St  
Murfreesboro TN 37130  
(615) 893-9414

# REQUEST FOR QUALIFICATIONS

**For**

***Legal Council Firms***

**Due: April 30, 2025  
3:00 P.M., CST**

Murfreesboro Housing Authority

415 N. Maple Street  
Murfreesboro, TN 37130  
Phone: 615-225-9477  
FAX: 615-893-9436

Issue Date: April 1, 2025

**L. Thomas Rowe  
Executive Director**

***Legal Services***

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## **I. Background**

The Murfreesboro Housing Authority (the “Authority”) serves the City of Murfreesboro and Rutherford County. The Authority has developed and operates multi-family properties (project-based rental assistance) layered with Low-Income Housing Tax Credits (LIHTC) with a total of four hundred sixty (460) units of housing. The Authority also administers a Housing Choice Voucher Program for eight hundred fifty (850) families the VASH Voucher Program for one hundred forty-one (141), Mainstream Voucher Program of forty-nine (49) families, Emergency Housing Voucher (EHV) of twenty-four (24) families and the Shelter Plus Care for thirty-four (34) families.

## **II. Scope of Services**

The Authority desires to retain the services of legal counsel to represent the Authority in various matters, including but not limited to, Tennessee and Federal public procurements, Federal Housing and Urban Development matters, Tennessee Public Housing matters, employment issues, building and construction contracts, landlord/tenant matters, litigation, and requests under the Tennessee and Federal Freedom of Information Acts.

Legal counsel may be required, but not limited to:

1. Advise the Authority on Housing Authority law and personnel matters;
2. draft contracts and assist in their negotiation;
3. Provide guidance and advice in Authority procurements;
4. Advise and represent the Authority in real estate transactions;
5. Assist with public relations;
6. Represent the authority in dealing with Authority residents;
7. Handle routine non-litigated evictions initiated by the Authority in General Sessions Court, requiring an attorney;
8. render opinions to auditors on the status of litigation involving the Authority;
9. Opinion and advice on any other matters to which the Authority may be involved, other than matters involving litigation
10. Attend monthly meetings of the Board of Commissioners.
11. Fair Housing Claims

### **EXAMPLES:**

#### **Regulatory Legal Services**

1. Advise on civil rights and Fair Housing requirements, including claims involving violations of the Fair Housing Act, Civil Rights Act of 1964, the Rehabilitation Act of 1973, and the Americans with Disabilities Act
2. Advise on compliance with Open Meetings Act, governance requirements contained in the Code of Federal Regulations, agency policies, procedures, and bylaws that will put the Housing Authority at risk for liability exposure
3. Advise on general state law regarding local government entities, including Multi-Family Housing, Housing Choice Voucher, and labor and procurement law
4. Advise on issues involving the Housing Authority instrumentalities, including Public Facilities Corporations, Non-profits, and other entities established to assist in the development and management of housing and community development programs.

### **Lease Enforcement and Eviction Services**

1. Review potential lease terminations and make recommendations as to appropriate actions
2. Prepare and prosecute eviction lawsuits as requested by the Housing Authority staff. Preparation and prosecution shall include all necessary requirements from the preparation of the eviction complaint, filing, and initial court appearances through entry of the judgment of possession. In the event a trial is necessary, trial work will be billed at the set hourly rate
3. Instituting and bringing to conclusion actions for the recovery of possession of dwelling units or for the collection of rent
4. Advice and assistance in connection with tenant grievance hearings

### **III. Type of Contract**

The Authority requires legal services on an as-needed basis. Because of the nature of the need, a firm-fixed price contract or cost-reimbursement contract will not suffice to meet the Authority's needs. Accordingly, the Authority anticipates awarding a time-and-materials contract on an indefinite-delivery, indefinite-quantity basis. The selected contractor will bill the Authority on a fixed hourly rate basis, according to the price schedule found in Exhibit A to the RFQ, as completed by the proposer and accepted by the Authority. Additionally, the contractor shall bill the Authority for certain items as found in Exhibit A (i.e., copies, travel time, etc.). In the event the contractor performs services, provides materials, or incurs costs in excess of this price, the contractor does so at its own risk and may not be reimbursed by the Authority for amounts exceeding the not-to-exceed price.

This is an indefinite quantity contract. The Authority shall place orders directly with the contractor from time to time on an as-needed basis. The Authority shall order at least ten (12) hours of legal services over the course of the initial term of the contract and under each option period exercised by the Authority.

### **IV. Submission Procedures and Requirements**

**Due date/time:** Proposals will be due by 3:00 pm CST on 5/19/2025. A submission received after this time will be considered non-responsive. Proposals shall be good for ninety (90) days from the deadline for submission of this RFQ.

**Address for Submission:** Submit all Proposals in response to this RFQ to:

Mr. L. Thomas Rowe, Executive Director  
Murfreesboro Housing Authority  
415 N. Maple Street  
Murfreesboro, TN 37130  
FAX: 615-893-9436 Email: [trowe@mha-tn.org](mailto:trowe@mha-tn.org)

**Labeling:** Offerors must submit a complete response to this RFQ. Proposals must be clearly marked: **Request for Qualifications, Legal Services, Due 5/19/2025, 3:00 p.m., CST.**

**Documentation Requirements:** All requested information should be submitted. The MHA may reject proposals that are substantially incomplete or lack key information.

Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFQ. Emphasis should be placed on completeness and clarity of content. Submissions will be held in confidence and not released in any manner until after contract award. Questions regarding this RFQ must be received not less than 4 business days before the Due Date.

Responses may be submitted by hard copy at the address noted above or by email response to this email address (trowe@mha-tn.org). Your response should include a signature (hardcopy or scanned) of a person in the firm who is authorized to commit the firm's resources.

**Offerors are required to submit the following items as a complete proposal:**

1. Contacts - Name, address, telephone number, email address, and FAX number of the respondent.
2. Written Narrative Statement – The Offeror must submit a written narrative statement to include:
  - Background and specific experience in providing legal services as described in the scope of services, and any other relevant experience.
  - Name, qualifications, and experience of key personnel who will be involved in the marketing campaign.
3. References – List of three (3) clients for which the firm has provided relevant legal services, including the name and telephone number of a contact person with direct knowledge of the firm's activities and performance.
4. Proof of Insurance – Proof of the insurance coverages as required and detailed in the General Terms & Conditions and the Special Terms & Conditions attached hereto.
5. Licensure - Evidence that the Offeror is licensed to perform required work in Rutherford County.
6. The following completed forms:
  - Proposal Form: Schedule of Fees/Costs (Attachment "A") including a schedule of hourly rates, reimbursable expenses, and any other costs anticipated.
  - Certification Regarding Lobbying (Attachment "B")
  - Section 3 Business Self-Certification Form (Attachment "C")
  - HUD-5369-C, Certifications & Representations of Offeror (Attachment "D")

## **V. Evaluation Criteria**

Proposals will be evaluated utilizing the following factors:

### **1. Experience/Past Performance**

75%

Evaluation of experience/past performance will include a review of evidence of:

- the professional licensure, qualifications, and experience of the attorney or firm, especially in the areas of housing authority law, government contracting, real estate, fair housing, tax credit, and labor and employment law (50%);
- references/representative clients (must include complete contact information for at least three references or representative clients for whom the attorney or firm has performed similar services within the past three years) (15%); and
- past performance (must include complete contact information for any public or semi-public agencies for whom the attorney(s) or firm(s) has performed services within the past three years) (10%).

### **2. Price**

25%

Evaluation of price will include review of the fee schedule of the attorney(s) or firm(s) hourly fees and other charges, for the initial term. While proposers should submit prices for the initial term and for each option period, only the prices for the initial term shall be considered in the evaluation of proposals.

Reasonableness of the fees and other charges will be considered. Reasonableness of the fee shall be determined based on the Authority's independent estimate of hourly rates and fees for other items. In evaluating proposals, the Authority is required to perform a cost or price analysis. To permit the Authority to analyze the costs and prices proposed, each proposal must include the information requested on Exhibit A, Schedule of Costs and Fees.

## **VI. Selection Process**

The Authority will review the submissions in accordance with the Evaluation Criteria listed in Section V. At the Director's discretion, proposers may be invited to make oral presentations and/or engage in discussions with the Director. The Authority desires to engage the best-qualified proposer who will provide the most advantageous contract to the Authority. Final selection and award is in the discretion of the Director.

## **VII. Award of Contract**

A contract will be awarded only to a responsible contractor who possesses the ability to perform successfully under the terms and conditions of this procurement. Proposers should include evidence of: the proposer's integrity, compliance with public policy, record of past performance, and financial and technical resources. Consideration will be given to these and other factors in making a determination of responsibility.

A contract will not be awarded to a proposer who is currently debarred, suspended or otherwise determined to be ineligible for contracting by the Department of Housing and Urban Development ("HUD") or Rutherford County, TN or any of its agencies with contracting authority. Proposals must include the signed certification statement included in Exhibit B to the RFQ.

## **VIII. Period of Performance**

The contract awarded will be for a period of one year, beginning on the date of actual award. At its option, the Authority may elect on an annual basis to continue the contract for an additional period of one (1) year under the same terms and conditions, up to a maximum of four (4) additional years. The maximum duration of the contract shall not exceed five (5) years.

## **MHA GENERAL TERMS & CONDITIONS**

**The following MHA General Terms & Conditions (MHA-GTC) apply to this contract. Where these MHA-GTC may conflict with the HUD-5370-C, General Conditions for Non-Construction Contracts, the more restrictive requirement will apply.**

**PROCUREMENT POLICY:** This solicitation is subject to the provisions of the MHA Procurement Policy and the HUD Procurement Handbook and any revisions thereto, which are hereby incorporated into the contract in their entirety. A copy of the MHA manual is normally available for review at 415 N. Maple Street, Murfreesboro, TN, in the reception area. A copy of the HUD Handbook, Handbook 7460.8REV-1, can be obtained from the US Department of Housing and Urban Development.

**APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the State of Tennessee. Any litigation with respect thereto shall be brought in the Federal or State courts with jurisdiction in Murfreesboro, TN. The Contractor shall comply with all applicable Federal, state, and local laws, rules, and regulations.

**ETHICS IN PUBLIC CONTRACTING:** By submitting their quotes, Offerors certify that their quotes are made without collusion or fraud and that they have not offered or received kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their quote and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged. Offerors also certify that they have not, directly or indirectly, sought by agreement, collusion, communication or conference with any person to fix the price of offeror or of any other respondent or bidder; and that all statements in said quotation, proposal, or bid are true.

**IMMIGRATION REFORM & CONTROL ACT OF 1986:** By submitting their quotes, Offerors certify that they do not and will not during the performance of this contract knowingly employ unauthorized alien workers as defined in the federal Immigration Reform & Control Act of 1986.

**DEBARMENT STATUS:** By submitting their quotes, Offerors certify that they:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not, within a three-year period preceding this proposal, been convicted of, or had a civil judgment rendered against them, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (B) of this certification; and
4. Have not, within a three-year period preceding this Request for Qualifications, had one or more public transactions (Federal, State, or local) terminated for cause or default.

**QUALIFICATIONS OF OFFERORS:** MHA may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services, and the Offeror shall furnish to MHA all such information and data for this purpose as may be requested. MHA further reserves the right to reject any quote if the evidence submitted by, or investigations of, such Offeror fails to satisfy MHA that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein. All contractor employees shall be properly trained. Contractor shall supply copies of certifications to MHA.

**ASSIGNMENT OF CONTRACT:** A contract shall not be assignable to a subcontractor by the Contractor in whole or in part without the written consent of MHA.

**CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by both parties as a part of their written agreement to modify the scope of the contract.
2. MHA may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as a result of such order or shall give MHA a credit for any savings.

**PAYMENT CLAUSES:**

1. If awarded the contract by MHA, the Offeror/contractor shall take one of the following actions within seven (7) days after receipt of amounts paid to the contractor by MHA for work performed by a subcontractor under the contractor's contract with MHA:
  - Pay the subcontractor for the proportionate share of the total payment received from the agency attributable to the work performed by the subcontractor under this contract; or
  - Notify MHA and subcontractor, in writing, of the contractor's intention to withhold all or a part of the subcontractor's payment, with the reason for nonpayment.
2. Individual contractors are required to provide their Social Security numbers to MHA. Proprietorships, partnerships, and corporations are required to provide their federal identification numbers to MHA.
3. Contractors shall pay interest to a subcontractor on all amounts owed by the contractor that remain unpaid after seven (7) days following receipt by the contractor of payment from MHA for work performed by the subcontractor under this contract, except for amounts withheld as allowed in subdivision 1. above.
4. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month.

**DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, MHA, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting and additional purchase and administrative costs. This remedy shall be in addition to any other remedies which MHA may have.

**TAXES:** MHA is a tax-exempt entity. Copies of the sales tax exemption information will be provided to the successful bidders upon request. The proposer shall not include in the bid amount any taxes chargeable against the performance of work.



INSURANCE: By signing and submitting a quote under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the contract is awarded. The Offeror further certifies that they will maintain the insurance coverages during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance under the auspices of the Tennessee State Corporation Commission, Bureau of Insurance. MHA is to be named as an additional named insured with respect to the services being procured and is to receive a copy of the Contractor's Certificate of Insurance. The coverages are to include:

1. General Liability - Non- Non-construction: \$500,000 or Construction: \$1 million combined single limit.
2. Automobile Liability - Non- Non-construction: \$500,000 or Construction: \$1 million combined single limit.
3. Workers' Compensation - As required by state law.

ANTI-DISCRIMINATION: In every contract over \$10,000, the following provisions apply:

1. During the performance of this contract, the Contractor agrees as follows:
  - The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
  - The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that said Contractor is an equal opportunity employer.
  - Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The Contractor will include the provisions of the foregoing paragraphs 1, 2, and 3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

DRUG FREE WORKPLACE: In every contract over \$10,000, the following provisions apply:

During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition; (iii) state on all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provision will be binding upon each subcontractor or vendor.

SECTION 3 CLAUSE: The contract awarded under this solicitation shall be a "Section 3 covered contract." As such, be advised as follows:

1. 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.
2. 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.
3. 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 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.
4. 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.
5. 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.
6. 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.
7. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible, (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

AUDIT: The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by MHA, whichever is sooner. MHA, its authorized agents, or HUD auditors shall have full access to the right to examine any of said materials during said period.

**AVAILABILITY OF FUNDS:** Any and all contracts (purchase orders) made pursuant to this RFQ are contingent upon receipt by the Murfreesboro Housing Authority of necessary Local, Federal, or State funds. It is understood and agreed between the parties herein that MHA shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

**QUOTE ACCEPTANCE PERIOD:** Any quote submitted in response to this solicitation shall be valid for ninety (90) days. At the end of ninety (90) days, the quote may be withdrawn at the written request of the Offeror. If the quote is not withdrawn at that time, it remains in effect until an award is made or the solicitation is canceled.

**RIGHT TO ACCEPT OR REJECT:** This RFQ does not commit the MHA to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure or contract for services. The MHA reserves the right to accept or reject any or all responses received as a result of this request, to waive any informalities, to negotiate with qualified respondents, or to cancel in part or in its entirety this Request for Quotations if it is in the best interest of the Housing Authority to do so.

**CANCELLATION OF CONTRACT:** The MHA reserves the right to cancel and terminate any resulting contract in part or in whole, without penalty, upon written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

**CONTRACTUAL CLAIMS:** Claims arising hereunder shall be submitted by the contractor and decided by the Authority in accordance with the Authority's General Procurement Policy, which is incorporated herein by this reference.

### **SPECIAL TERMS & CONDITIONS:**

#### **Payment of Fees**

On or before the fifteenth (15<sup>th</sup>) of each month, the contractor shall submit invoices for all services performed and/or costs incurred during the previous month. Invoices shall clearly state

1. the name and address of the contractor;
2. the invoice date and number;
3. the contract name and number, and if applicable, the order number;
4. the amount, nature, and description of all services rendered or costs incurred;
5. the name and address of the official to whom payment is to be sent; and
6. the name, title, and telephone number of the person to notify in the event the invoice is defective.

The invoice shall be signed by the contractor or an agent authorized to bind the contractor. This signature shall represent that the information contained in the invoice is true.

#### **Conflicts of Interest**

Attorney(s) or firm(s) submitting proposals must identify and disclose any real or apparent conflict of interest with the Authority. Situations in which a conflict may arise include when an employee, officer or agent of the Authority, any member of his/her immediate family, his or her partner, or an organization that employs or is about to employ any of the above, has a financial or other interest in the proposer.

See also General Contract Conditions, Non-construction, Form HUD-5370-C, paragraph 11, Organization Conflicts of Interest.

Attachment "A"

PROPOSAL FORM: SCHEDULE OF FEES/COSTS

<b><u>Hourly Rates:</u></b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
Partner:	_____	_____	_____	_____	_____
Associate:	_____	_____	_____	_____	_____
Paralegal:	_____	_____	_____	_____	_____

**Reimbursable Expenses:**

Photocopying \_\_\_\_\_/copy  
Telephone: \_\_\_\_\_  
Faxes: \_\_\_\_\_/page  
Postage: actual expense  
Travel: \_\_\_\_\_/mile **or** \_\_\_\_actual expense incurred

**How will you bill for attorney travel time to/from the Authority's Office, meetings, etc.?**

No Charge \_\_\_\_\_  
Attorney's hourly bill rate \_\_\_\_\_  
1/2 Attorney's hourly billing rage \_\_\_\_\_

**Name, Address and Telephone Number of Attorney(s) or Firm(s) Submitting Proposal:**

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

\_\_\_\_\_  
Name of agent authorized to bind proposer

\_\_\_\_\_  
Tennessee SCC #

\_\_\_\_\_  
Signature of agent authorized to bind proposer

\_\_\_\_\_  
Date

**Attachment "B"**

**CERTIFICATION REGARDING LOBBYING**

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

1. No federally appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds, other than federally appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, *Disclosure Form to Report Lobbying*, in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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.

Name of Organization: \_\_\_\_\_

Signature and Date: \_\_\_\_\_

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

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

Subscribed and sworn to before me

This \_\_\_\_\_ day of \_\_\_\_\_, 2011

\_\_\_\_\_  
(Notary Public)

My Commission expires \_\_\_\_\_, \_\_\_\_\_.

**Attachment "C"**

**SECTION 3 BUSINESS SELF-CERTIFICATION FORM**

The vendor represents and certifies that it... (Note: Check A or B)

( ) **A. ...is** a Section 3 business as indicated below [check applicable category and subcategory]:

( ) **Category 1 Business**

- ( ) Fifty-one percent (51%) or more owned by residents of the specific community or communities for which the Section 3 covered assistance is expended; or
- ( ) Full-time, permanent workforce includes thirty percent (30%) of the above residents as employees.

( ) **Category 2 Business**

- ( ) Fifty-one percent (51%) or more owned by residents of another specific community or communities managed by MHA that is expending the Section 3 covered assistance; or
- ( ) Full-time, permanent workforce includes thirty percent (30%) of the above residents as employees.

( ) **Category 4 Business**

- ( ) Fifty-one percent (51%) or more owned by Section 3 residents; or
- ( ) Full-time, permanent workforce includes no less than thirty percent (30%) Section 3 residents; or
- ( ) Will subcontract in excess of twenty-five percent (25%) of the total amount of subcontracts to business concerns identified above.

**OR,**

( ) **B. ...is not** a Section 3 business (form must be notarized only if certifying as a Section 3 business).

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011

\_\_\_\_\_ My Commission expires \_\_\_\_\_.

**Attachment "D"**

**GENERAL INFORMATION SHEET**

1. Name of Firm: \_\_\_\_\_
- Address of Principal Office: \_\_\_\_\_
- \_\_\_\_\_
- Phone: \_\_\_\_\_ Fax: \_\_\_\_\_
- Form of Business Organization: \_\_\_\_\_

**Responsible Contact Personnel:**

Name\_\_\_\_\_ Cell#\_\_\_\_\_ E-mail\_\_\_\_\_

Name\_\_\_\_\_ Cell#\_\_\_\_\_ E-mail\_\_\_\_\_

Name\_\_\_\_\_ Cell#\_\_\_\_\_ E-mail\_\_\_\_\_

2. How many years has your organization been in business in its current capacity?
3. How many years has your organization been in business under its present name?
4. Under what other or former names has your organization operated?
5. Claims & Suits (If the answer to any of the above questions is yes, please attach details).
- Has your organization ever failed to complete any work awarded to it?
  - Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?
  - Has your organization filed any lawsuits or requested arbitration or mediation with regard to any contracts within the last fifteen years?
  - Within the last fifteen (15) years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete an assignment or was dismissed from a case?

Notary

**Attachment "E"**

**(EXAMPLE ONLY – DO NOT SUBMIT)**

**FORM OF CONTRACT**

**THIS AGREEMENT** made this, in the year 2025 by and between \_\_\_\_\_, an entity organized and existing under the laws of the State of \_\_\_\_\_, hereinafter called "Contractor", and the **Murfreesboro Housing Authority**, hereinafter called the "The Authority".

**WITNESSETH**, that the Contractor and the Authority for the consideration stated herein mutually agree as follows:

**ARTICLE 1: Statement of work.**

The contractor shall furnish all labor, material, equipment, and services and perform and complete all work required as described below:

**Scope of Work:**

\_\_\_\_\_ shall perform the following scope of work in accordance with its quotation dated \_\_\_\_\_.

1. The Contractor agrees to notify the Authority in writing within two business days if the attached Debarment Certification becomes void.
2. The Contractor agrees to notify the Authority in writing within two business days if liability insurance coverage is cancelled.
3. The Contractor will maintain accurate records of all staff time worked and all expenses incurred on the Authority's behalf and will be prepared to supply any supporting detail required by the Authority or its auditors during reasonable business hours and at reasonable intervals.
4. The Contractor will retain all required records for three years after the Authority has made final payment on the contract and all other pending matters are closed.
5. This contract shall be modified by mutual consent and in writing only. Neither party may assign its rights under this agreement to any third party without the prior written consent of the other party to this contract.

Costs are to be billed according to the schedule of fees and costs listed in this agreement. Payment terms are net 30 days from receipt of invoice.



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

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

OMB Approval No: 2577-0180 (exp. 7/30/96)

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

- (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/offers shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offers 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/offers 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)

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

**3. Certificate of Independent Price Determination**

(a) The bidder/offers 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/offers 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/offers, directly or indirectly, to any other bidder/offers 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/offers 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/offers'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/offers's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offers'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:

## Instructions to Offerors Non-Construction

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



- 01291 -

### 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 informalties 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.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, 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 counteroffer 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.

[Describe bid or proposal preparation instructions here:]

## Certification Regarding Debarment and Suspension

U.S. Department of Housing  
and Urban Development

### Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

**Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Instructions for Certification (B)**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower tier covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant		Date
Signature of Authorized Certifying Official	Title	



**Schedule of fees:**

**ARTICLE 3. Contract Documents.**

The contract shall consist of the following component parts:

- a. This Instrument
- b. General Conditions
- c. RFQ Proposal – contains schedule of fees and costs
- d. Debarment Certification
- e. Proof of Insurance

This instrument, together with the other documents enumerated in this Article 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, from the Contract. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this Article 3 shall govern, except as otherwise specifically stated. The various provisions in Addenda shall be construed in the order of preference of the component part of the Contract that each modifies.

Should any part, term, or provision of this Contract be declared or determined by any court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms, and provisions shall not be affected.

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed in three original counterparts as of the day and year first above written.

**Attest:**

\_\_\_\_\_

**Contractor:** \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

MURFREESBORO  
HOUSING AUTHORITY

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

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

Date: \_\_\_\_\_

415 N. Maple Street  
Murfreesboro, TN 37130

\_\_\_\_\_

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**END OF DOCUMENT**