



FAYETTEVILLE HOUSING AUTHORITY
REQUEST FOR QUALIFICATIONS FOR
DEVELOPER PARTNER SERVICES
RFQ No. 2026-01

Statement of Qualifications Due
SEPTEMBER 21, 2026, 4:00 PM CDT

An Equal Housing Provider

Fayetteville Housing Authority

Request for Qualifications for Developer Partner Services

The Fayetteville Housing Authority (“FHA”) is seeking qualifications from experienced development firms and/or consultants to direct the development/redevelopment/revitalization of affordable housing in FHA’s portfolio. All questions may be directed to Griselda Jaimes, at (479) 521-3850 or at griselda@fayettevilleha.org. Submission of developer qualifications must be received by FHA no later than September 21, 2026, at 4:00 p.m. CDT.

PRE-PROPOSAL CONFERENCE	September 1, 2026
DEVELOPER QUESTIONS ON RFQ DUE	September 4, 2026
STATEMENTS OF QUALIFICATIONS DUE	September 21, 2026, at 4:00pm CDT
POTENTIAL INTERVIEWS WITH RESPONDENTS	October 5-7, 2026



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Request for Qualifications Developer Partner Services

DATE ISSUED:	August 14, 2026
TYPE OF PROJECT:	FHA is soliciting qualifications from experienced development firms and/or consultants to direct the development/redevelopment/revitalization of the Sites identified in this Request for Qualifications.
CONTACT PERSON:	Ms. Griselda Jaimes, Procurement Coordinator Fayetteville Housing Authority 1 N. School Ave. Fayetteville, AR 72701 Fayetteville Telephone: (479) 521-3850 E-mail: griselda@fayettevilleha.org
PRE-PROPOSAL CONFERENCE:	September 1, 2026, 11:00 AM Zoom Participation: Join Zoom Meeting https://us02web.zoom.us/j/82080681506?pwd=QWwCf3jeY8YpLQVobHlx279788YuBo.1 Meeting ID: 820 8068 1506 Passcode: 090672
DEADLINE FOR QUESTIONS:	September 4, 2026 @ 4:00 pm CDT
SUBMISSION DEADLINE:	September 21, 2026 @ 4:00 pm CDT

Fayetteville Housing Authority (FHA) is inviting statements of qualifications from experienced development firms to direct the development/redevelopment/revitalization of select former public housing sites in its portfolio on multiple sites. The selected firm or firms will be considered a Developer Partner, and selected in accordance with 24 CFR part 941 subpart F. It is FHA's intent that this Developer Partner (or Developer Partners) will direct all development activities in the new or rehabilitated housing. It is the intent of FHA that it or its non-profit affiliate will maintain the ownership control of the re-developed housing. The selected Developer Partner or Developer Partners will evaluate the Sites and will be charged with presenting a redevelopment plan for the assigned sites. FHA will work cooperatively with the Developer Partner to create reimagined communities with contemporary housing opportunities for an enhanced quality of life that meet FHA's revitalization goals.

READ THE REQUEST FOR QUALIFICATIONS DOCUMENTS FULLY AND CAREFULLY.

A. GENERAL SUBMISSION INFORMATION:

All qualifications will be considered as they are construed by FHA reserving the right to reject any or all materials and the right to request oral presentations of all or some of the respondents. FHA requests that information be brief and concise but simultaneously sufficient to allow FHA to evaluate the bidder. After reviewing the qualifications, FHA may request additional information.

FHA is not liable for any costs incurred by Respondents. In general, no money will be paid to the successful respondent outside the negotiated fee.

B. RECEIPT OF RESPONSES

All materials must be submitted to the Executive Director through either of the following methods:

- a. an electronic submission sent via e-mail to griselda@fayettevilleha.org; or
- b. One hard copy delivered in a sealed envelope and marked on the outside of the sealed envelope with the following information:

[Firm's name]

[Firm's address]

RFQ FOR DEVELOPER PARTNER SERVICES

DEADLINE: September 21, 2026 @ 4:00 PM CDT

Qualifications are not publicly opened.

All questions MUST be submitted in writing via e-mail to griselda@fayettevilleha.org by 4:00 pm CDT on September 4, 2026.

FHA reserves the right to reject any or all responses. Facsimile and e-mail responses will not be accepted. Responses received after the deadline for receipt will be deemed unresponsive.

C. PROGRAM SUMMARY

FHA is seeking submissions from qualified firms to provide comprehensive development services for FHA in connection with redeveloping the Sites (hereinafter defined) by the implementation of a Redevelopment Plan. FHA envisions the reintegration of the Sites into the fabric of adjoining neighborhoods through one or more general phases of development and is open to mixed-income, mixed-finance, and mixed-use communities supported by businesses or service providers. FHA intends to select at least one, but may select multiple development partners from this Request for Qualifications. The selected development partners may be part of a pool of developers from which the Agency will direct specific services currently identified and future new acquisition, repositioning, redevelopment projects.

D. DEFINED TERMS

1. **“Developer Partner”** shall mean the entity or entities engaged to serve as developer and which is either the guarantor or provides a guarantor for each phase of the Redevelopment Plan.
2. **“Evaluation Committee”** shall mean a committee of individuals appointed by the CEO and comprised of FHA staff and consultant(s).
3. **“Redevelopment Plan”** shall mean a comprehensive master redevelopment plan for assigned Sites or portions thereof. The Developer Partner is responsible for ensuring that the final Redevelopment Plan is financially viable and implementable and should provide for a redevelopment process that may be in phases for substantial rehabilitation or new construction. The Redevelopment Plan will be developed in close collaboration with FHA.

E. FHA BACKGROUND AND NEW CONSTRUCTION GOALS

FAYETTEVILLE HOUSING AUTHORITY

FHA was created in January 1966 to provide safe, quality, and affordable housing. FHA was established pursuant to state law and is eligible to receive federal funds as authorized by the United States Housing Act of 1937. FHA is governed by a five-member Board of Commissioners. One of the Board of Commissioners is a resident of the Housing Authority. The Executive Director reports to the Board of Commissioners. FHA Commissioners are an active and involved Board with expectations for a collaborative and transparent approach and for timely and effective communication. FHA and the City of Fayetteville (the “City”) have jointly commissioned an affordable housing study to better understand the housing needs throughout the City. The results of this study will inform FHA’s future development activities throughout the City.

FHA consists of 200 Public Housing units on three separate sites, known as Hillcrest Towers, Lewis Plaza, and Willow Heights, and 52 Project-Based Rental Assistance units at another site known as Morgan Manor (together, the “Sites,” a map of which is contained in Exhibit A). FHA also administers approximately 695 Housing Choice Vouchers. FHA seeks a redevelopment strategy that would rehabilitate the Sites, including all options to obtain the highest and best use of the land. Both Lewis Plaza and Willow Heights are located close to downtown Fayetteville and the University of Arkansas campus, and FHA seeks to revitalize all of the sites to be cohesive with the City’s strategic vision.

A core goal of FHA is to phase out of public housing and transition its portfolio toward a sustainable operating platform that supports the long-term financial and organizational stability of FHA. In doing so, FHA’s objective is to modernize units in its portfolio, build additional housing opportunities on its sites, and increase the number of families it serves. This includes, but is not limited to, demolition, rebuilding and/or rehabilitation of, the Sites discussed in this Request for Qualifications. FHA recently procured a capital needs assessment on select properties in its portfolio to strategically inform and guide the scope of the Redevelopment Plan and ensure the Redevelopment Plan is supported by competent third-party analysis. To undergo revitalization that achieves a higher and better use of real estate, FHA contemplates modifying existing HAP contracts on the Sites that can support newly constructed properties via new ownership structures. To this end, FHA will select a Developer Partner or Developer Partners that will bring experience

in a variety of innovative financing strategies, including but not limited to Low-Income Housing Tax Credits, conventional financing, essential function bonds, and 501(c)(3) bonds. As part of the Redevelopment Plan, FHA looks to entertain development opportunities that include a mix of affordable, mixed-income, workforce, mixed-use, and market rate properties, where feasible and beneficial to the neighborhood.

FHA is receptive to developing new sites to accommodate its goals and to have initiatives that are transformative to the region.

One or more of the Sites include additional unimproved land that FHA desires to be incorporated into the final Redevelopment Plan to provide the highest and best use. The Sites are favorably situated within the City, proximate to various amenities and resources within the City. Educational opportunities include the University of Arkansas. The Sites are well serviced by multiple public transportation routes provided by the Ozark Regional Transit, providing tenants access to various services across the broader Fayetteville community. Additionally, numerous small businesses and larger corporate stores provide tenants with access to jobs, needed goods, and services.

The Sites present unique site-improvement challenges, including water retention, drainage, and grading issues. FHA places high value on development partners with demonstrated experience correcting and mitigating such environmental and site-design constraints.

FHA values a long-term partnership and views property management as a key component of establishing a sustainable operating platform that supports the financial and organizational stability as it transitions its portfolio and operations. FHA's existing team has property management experience, including with LIHTC properties, and FHA's objective is to maintain an active role in the property management of redeveloped Sites, leveraging the experience and capabilities of its team and intergovernmental partners. FHA desires a management structure that incorporates participation by FHA and/or its affiliated or intergovernmental partners, together with the Developer and appropriate compliance partners. FHA expects that its selected Developer will work collaboratively to establish a property management platform that supports the long-term success of the Sites and FHA. The platform can provide for an initial co-management or sub-management arrangement, with a clear pathway for FHA or its designated affiliate to assume additional or sole property management responsibilities as appropriate and permitted.

OPPORTUNITY ZONES AND NEW MARKET TAX CREDITS AREA

The Sites are beneficially located in either Opportunity Zones or New Market Tax Credits Areas, making the redevelopment efforts eligible for additional attractive and exciting financing opportunities. FHA will prioritize responses from firms that have detailed experience with Opportunity Zones, New Market Tax Credit, Low-Income Housing Tax Credit, RAD, essential function bonds, 501(c)(3) bonds, and any other impactful financing strategies. FHA has a goal to work cooperatively with a Developer Partner to realize the economic benefits that can be realized through being located in an Opportunity Zone.

SITES FOR DEVELOPMENT

Hillcrest Towers

Hillcrest Towers is a prominent 120-unit, 12-story high-rise situated at the corner of North School Avenue in the heart of Fayetteville. Built in 1971, this community serves as FHA's flagship property for seniors and persons with disabilities, offering accessible, efficiency apartments exclusively for tenants aged 55 and older and/or individuals with disabilities. Residents enjoy the convenience of paid water and electric utilities, central heat and air conditioning, and durable flooring throughout. The property features robust community amenities including a community kitchen, exercise room, computer lab, and community laundry facilities. Hillcrest Towers occupies a highly walkable location directly adjacent to the Fayetteville Public Library and just blocks from the University of Arkansas campus, with easy access to Ozark Regional Transit routes, downtown dining, and the Razorback Regional Greenway trail system.

Lewis Plaza

Lewis Plaza is a well-established 40-unit community of townhouses and duplexes located at 401 South Lewis Avenue, near MLK Boulevard and within close proximity to the University of Arkansas and local schools. This family-oriented property offers spacious one-, two-, and three-bedroom units, each equipped with washer/dryer hookups, refrigerator, and stove. Water utilities are paid by the Housing Authority, and tenants receive a utility allowance. The property features a playground and a community center, providing gathering space for residents. Lewis Plaza offers practical, well-connected living in a neighborhood with convenient access to grocery stores, retail centers, and the vibrant cultural amenities of the Fayetteville community.

Willow Heights

Willow Heights is a 40-unit townhouse community on South Willow Avenue in a historically diverse downtown neighborhood on the southwest slope of Mount Sequoyah. Built in 1975 and situated just 1,500 feet (a six-minute walk) from Fayetteville's historic downtown square, this property offers one-, two-, and three-bedroom townhomes in one of the City's most centrally located and walkable areas. Residents benefit from paid water utilities, washer/dryer hookups, and a utility allowance, with a playground providing outdoor recreation space. The property's prime location places residents within easy reach of the Yvonne Richardson Community Center, local schools, the downtown farmer's market, the Fayetteville Public Library, and the array of restaurants, shops, and entertainment venues that define downtown Fayetteville living.

Morgan Manor

Morgan Manor is a well-established 52-unit family community situated at 324 East 12th Place in a pleasant residential neighborhood of Fayetteville, conveniently located near Walker Park and within close proximity to local schools. Formerly operated as public housing, Morgan Manor was successfully converted to Project-Based Rental Assistance through the Rental Assistance Demonstration (RAD) program, ensuring long-term rental subsidy stability for its residents. The property offers spacious one-, two-, three-, and four-bedroom units across quadplex, triplex, and duplex buildings, providing flexible housing options for families of varying sizes. Residents enjoy the convenience of paid water utilities, a utility allowance, central heat and air conditioning, and in-unit washer/dryer hookups, with each home equipped with stove and refrigerator. A playground offers outdoor recreation space for children and families. Morgan Manor provides practical, family-oriented living in a well-connected area with ready access to parks, schools, and the vibrant amenities of the Fayetteville community. FHA is specifically seeking to add new units to the

vacant land currently situated on the Morgan Manor site that integrates the existing Morgan Manor site with the neighboring community.

CITY OF FAYETTEVILLE

As a vibrant community of over 105,000 residents nestled in the scenic Ozark Mountains, Fayetteville is the second-largest city in Arkansas and one of the fastest-growing in the state, adding nearly 3,000 new residents in a single year. Located in the heart of the Northwest Arkansas metropolitan area, Fayetteville combines the energy of a thriving college town with the warmth and affordability of a close-knit community.

Fayetteville residents are in the enviable position of enjoying the convenience, friendliness, safety, and lower cost of living experience in the smaller cities (with a cost of living 3% below the national average and housing expenses 8% lower) while also having access to the following big-city amenities:

- **The University of Arkansas**, the state's flagship institution with over 30,000 students, recognized by the Carnegie Foundation for "R1, Highest Research Activity," and serving as the economic engine for the region;
- **The Clinton House Museum**, the first home of former President Bill Clinton and Secretary Hillary Clinton, located near the university campus;
- **The Northwest Arkansas Naturals**, a Double-A minor league baseball team and affiliate of the Kansas City Royals, playing at the modern Arvest Ballpark in nearby Springdale;
- **The Walton Arts Center and Theatre Squared**, bringing Grammy award-winning artists, Broadway-level productions, and original plays to the region;
- **George's Majestic Lounge**, the oldest live music venue in Arkansas, open since 1927, hosting national acts and regional jam, bluegrass, rock, and Americana;
- **The Botanical Garden of the Ozarks**, one of the state's premier public garden spaces, featuring nine display gardens showcasing the diverse plant life of the region;
- **The Fayetteville Farmers' Market**, operating since 1973 on the historic downtown square, offering locally grown produce, crafts, and community gathering;
- **The Fayetteville Ale Trail**, connecting craft breweries across the City for touring and tasting;
- **The Razorback Regional Greenway**, a 40-plus-mile paved trail system stretching across Northwest Arkansas, beginning in Fayetteville and linking to neighboring cities;
- **Terra Studios**, a magical arts destination and home of the famous Bluebirds of Happiness, featuring glassblowing, pottery, a rock labyrinth, and whimsical grounds;
- **Art Court**, an immersive community space at the intersection of art and sport in the heart of Dickson Street's entertainment district;
- **A UCI Gold-Level Bike City designation**, with over 50 miles of paved trails and 50 miles of singletrack mountain biking, including the 18-mile Fayetteville Traverse and technical descents at Kessler Mountain;
- **The Fayetteville Public Library**, recognized as one of the nation's top public libraries, offering extensive resources and community programming;
- **Washington Regional Medical Center**, one of the region's top employers and a leading healthcare provider;

- A thriving food scene, from farm-to-table dining at The Farmer’s Table to the legendary burgers at Hugo’s, plus food truck courts, local coffee shops like Arsaga’s, and white-tablecloth cuisine at Atlas;
- Easy access to the Ozark National Forest, which includes over a million acres of rivers, bluffs, trails, and waterfalls, and the Buffalo National River, just an hour away with towering limestone bluffs and pristine wilderness;
- **The Northwest Arkansas National Airport (XNA)**, offering convenient regional and national air service;
- A vibrant arts and culture scene, with galleries, independent bookstores, boutiques selling goods from local makers, performance arts, festivals, and a lively music scene fueled by the university’s 30,000 students;
- Northwest Arkansas Community College and other workforce training programs providing educational opportunities and career pathways; and
- A strong regional economy, anchored by Fortune 500 neighbors, such as Walmart (Bentonville), Tyson Foods (Springdale), and J.B. Hunt (Lowell), with significant corporate presence and university partnerships driving innovation and opportunity.

Fayetteville’s mild climate, stunning natural setting in the Ozark Mountains, and welcoming community make it a destination for young professionals and families. The historic downtown square, surrounded by beautiful gardens, retail, and restaurants, hosts monthly festivals and seasonal events, including the beloved Lights of the Ozarks with more than 500,000 LED lights during the holiday season.

F. SCOPE OF SERVICES/STATEMENT OF WORK

FHA seeks an experienced Developer Partner or Developer Partners with the skills, resources and commitment needed to successfully redevelop the Sites in accordance with applicable federal, state and city requirements and local design guidelines, leveraging community participation in the process. Paramount will be the Developer Partner’s experience with similar projects and successful public-private partnerships, particularly a strong track record of resident engagement and community programming.

FHA’s primary redevelopment goals are to modernize and increase the existing housing stock and increase the number of units at the Sites while improving the quality of life and encouraging a sense of community within each neighborhood and among the families, residents and various stakeholders. Proposed redevelopment plans of the Sites shall be required to introduce creative physical designs utilizing sustainable building materials, support the City’s goals where feasible, be complementary yet innovative to neighborhood and community design standards, make the best overall use of the existing land and result in a reinvigorated community that indistinguishably integrates the new housing with the surrounding neighborhood. FHA’s minimum outcomes include:

1. Increasing the number of families that are served;
2. Improving the quality of life of existing and future tenants;

3. Mitigating risk to FHA;
4. Implementing a sustainable operating platform for FHA;
5. Minimizing or eliminating off-site relocation of existing residents through effective development, planning and scheduling redevelopment of the Redevelopment Plan;
6. Incorporating modern amenities and site-specific cohesive design, with an explicit emphasis on site improvement strategies that address and mitigate existing water retention and drainage constraints;
7. Integrating mixed-use developments and mixed-income housing where feasible and beneficial to the surrounding neighborhood, while expanding housing options to include mixed-income and workforce housing;
8. Integrating ‘green’ technologies and sustainable materials that meet energy efficient requirements as set forth in applicable building code;
9. Promoting safety and defensible space; and
10. Maximizing green spaces and accessible connections—pedestrian and vehicular—within and between the Sites and the surrounding neighborhood.

The Developer Partner shall independently complete all necessary pre-development planning and produce an acceptable and financially feasible Redevelopment Plan for the Sites, consistent with expectations of this Request for Qualifications. The Plan will need to consider the size, complexity and phasing of all sites including any applications for HUD approvals and financing, phased rehabilitation and/or phased demolition and construction, mitigation of the flood zone designation, and resident and community engagement required by law.

While FHA would like to see an increase in the number of units at the Sites, FHA is not able to provide guarantees that any attempt to secure increased density or make other zoning changes would be feasible from the planning and entitlements perspective nor that increasing density would or be viewed as desirable by the community. However, it is FHA’s expectation that the Developer Partner will work closely with FHA, its neighbors and the City to explore a density increase.

In addition, the Developer Partner shall provide the appropriate guarantees and effectively implement the approved Redevelopment Plan in a timely and cost-effective manner; coordinate related partnerships agreeable to all parties; ensure the highest quality construction management and workmanship; and maintain effective communication among the development team, FHA, other applicable partners, residents and community stakeholders.

1. FHA’S ROLE

FHA will partner with the selected development firm or development firms in the effort to develop a mixed-income community that is integrated with the surrounding neighborhoods.

The following will be the responsibility of FHA:

- Develop in conjunction with the Developer Partner a comprehensive master plan for the community including site layout, unit mix and configuration, amenities, and other physical design aspects.
- Assist if needed in applying for federal and state funding to assist with the development financing.
- Have a direct ownership interest in the general partnership structure for the new owners or through its affiliate.
- Establish a financial structure to realize the positive stream of income from the Redevelopment Plan, including a portion of the developer's fee, and any incentive management fee.
- Work with the Developer Partner to develop detailed project and operating budgets showing at least 15-year projections.
- Coordinate community and supportive services.
- With the selected Developer(s), obtain local support for the project.
- Participate in the overall development process including making decisions impacting the development and management of the project.
- Collaborate with the Developer Partner to establish a property management framework (such as co-management or sub-management) that includes FHA as a participant.

2. THE DEVELOPER PARTNER'S ROLE

The selected Developer Partner will be an integral partner with FHA in the effort to develop a portfolio of mixed-income family, senior, disabled and/or other designated communities at the Sites that will integrate with the surrounding neighborhoods. The selected firm will be required to work closely with FHA and any appropriate neighborhood or community organization.

The following will be the responsibility of the selected firm:

- Develop, in conjunction with FHA, a comprehensive strategic phasing plan for the proposed Redevelopment Plan.

- Direct and fund pre-development activities including environmental and geotechnical testing, architectural and engineering work, analysis of the condition of existing utilities at the site, site analysis and surveys, rezoning (if necessary), market analysis, and financial feasibility.
- Identify potential financial partners and governmental and non-governmental funding sources and prepare financial applications.
- Coordinate/prepare as necessary required HUD submissions, including RAD, SAC, FHEO submission, Part 50, etc.
- Assist in training and employment opportunities to Section 3 individuals.
- Encourage participation by M/WBE and Section 3 firms throughout the Redevelopment Plan.
- Develop and ensure adherence to a construction strategy and a development implementation schedule.
- Work with FHA to develop detailed development and operating budgets showing at least 15-year projections. The selected respondent will be required to expand and update the budgets throughout the development process.
- Provide regular monthly reports to FHA on the progress of the development efforts, including work completed, associated costs, schedule and budgetary requirements.
- Work with FHA and its legal team to create an ownership structure for the development which shall include FHA and/or an affiliate of FHA as a general partner or managing member.
- Oversee design, construction and quality control of the development.
- Negotiate and provide favorable operating and financing guarantees to the equity investor and other lending institutions.
- Obtain all required building permits and zoning approvals.
- Assist in marketing and lease-up efforts.
- Assist in the Community and Supportive Service efforts. Assist with resident relocation timeframe and efforts.
- Oversee or assist asset management functions as required through lease-up and conversion to permanent financing.
- Assist in selecting new sites for development, if any.

- Engage FHA in the overall development process and include FHA in all decisions impacting the development and management of the project.

Respondent should indicate their approach to the division of work and responsibility between it and FHA, as well as any requirements regarding advance funding, compensation and similar issues. FHA is interested in a financial structure that allows it to participate in a positive stream of income from the development, including a portion of the developer fee, cash flow, and any incentive management fee.

Each Respondent must have, or within its team provide, the following:

- Experience in the redevelopment or revitalization of public housing developments, including with Project-Based Section 8 subsidy contracts;
- Experience in maximizing the use of various financing vehicles, financial capacity and capital structures;
- Ability to structure LIHTC (4% and 9%), bonds, and gap financing;
- Relationships with equity investors, lenders, and syndicators;
- Capacity to cover pre-development costs;
- Experience in development and construction;
- Experience with HUD resources and requirements associated with applicable resident relocation during redevelopment;
- Expertise in housing developments that incorporates Low-Income Housing Tax Credits, Historic Tax Credits, New Market Tax Credits, Opportunity Zones and/or various other affordable housing financing tools; and
- Expertise with local government authorities which regulate the permits and utilities necessary for the Redevelopment Plan.

Developer Partner will assemble the team to accomplish these tasks in conjunction with FHA.

G. INSTRUCTIONS AND NOTICE TO RESPONDENTS:

1. INQUIRIES ABOUT THE REQUEST FOR QUALIFICATIONS

The intent of this Request for Qualifications is to establish the general Scope of Work for the services needed and to provide prospective respondents with sufficient information to enable them to provide an acceptable response to this Request for Qualifications. Every effort has been made to outline requirements, and to provide information in a format that

is clear and concise. Nevertheless, questions may arise, or additional information may be needed. Questions and inquiries regarding this Request for Qualifications must be submitted in writing to Ms. Griselda Jaimes, Procurement Coordinator, at griselda@fayettevilleha.org.

2. SUBMISSION REQUIREMENTS

Responses that do not include all required information will be deemed unresponsive.

Each Respondent is required to submit a response providing information on the following items. Please address and identify responses in the order presented below. Respondents should **use the same number and title for each corresponding response** to assist in FHA's review.

- a. **Letter of Interest:** Respondent's submittals shall be accompanied by a Letter of Interest on Respondent's letterhead. The letter should state that Respondent understands the scope of services of the Request for Qualifications, a commitment to perform the services expeditiously, and a brief statement indicating why Respondent believes they are the best qualified to perform the engagement.
- b. **Respondent's Qualifications**
 - 1) **Minimum Requirements:** Respondent must demonstrate or provide the following:
 - i) Respondent must have operated continuously for a minimum of five years as an established firm providing development services and must submit the following with its proposal: documentation demonstrating the required experience as described herein.
 - ii) Respondent must not have any outstanding lawsuits, nor been involved in any lawsuits during the last five years that may materially affect its ability to provide the services described herein. In addition, Respondent must not be currently involved in litigation with FHA, nor have been involved in litigation with FHA during the last five years. Provide information on any lawsuits that would materially affect its ability to provide the work.
 - iii) Respondent must not have any outstanding regulatory findings or violations with HUD or Arkansas Development Finance Authority, nor had any regulatory issues during the last five years that may materially affect its ability to provide the services described herein. Provide information on any outstanding regulatory issues (including public housing transactions, mixed finance, RAD, CNI, or LIHTC) that would materially affect its ability to provide the requested work.
 - iv) Respondent must provide no less than three and no more than five client references for which the same or similar services have been provided. Provide a brief summary of the delivered project for the references. This information will be used to determine the extent to which Respondent is able to provide the services described herein.

- 2) **Previous Housing Development Experience (35 Points):** Respondents must provide examples of at least three recent similar projects demonstrating the required capability/capacity. In addition, Respondents are encouraged to include information about two additional relevant past projects in redevelopment or revitalization. Projects should showcase examples that include a variety of multifamily residential, mixed-income, and mixed-use. FHA desires examples of projects that required securing HUD approvals for public housing authorities and/or multifamily revitalization projects and/or submitting successful affordable housing development proposals under the Low-Income Housing Tax Credit (LIHTC) program and/or workforce housing and/or any of the aforementioned models that also included mixed-use.
- 3) **Organizational Structure and Profile of Principals and Key Staff (25 Points):**
- i) Provide a detailed description of the organizational structure and staffing of Respondent's team with a brief description of previous collaborations among the staff.
 - ii) Provide profiles of the principals and key staff that will be involved in the development effort, what roles they would serve for FHA, and their level of experience as developers and/or developer consultants. Highlight their involvement in similar projects and activities, especially their experience in securing HUD approvals for public housing authorities and/or multifamily revitalization projects and/or submitting successful affordable housing development proposals under LIHTC program and/or RAD and/or workforce housing and/or any of the aforementioned models that also included mixed-use.
 - iii) Certify that all key staff will be available to start immediately or describe existing time commitments which would impair Respondent's ability to proceed expeditiously.
- 4) **Experience in developing or redeveloping projects with unique challenges (20 points):** Provide examples of Projects developed or redeveloped that solved unique site-based challenges, including but not limited to environmental and site design challenges, such water retention and drainage mitigation.
- 5) **Supportive Services: (10 Points):** Provide examples of strategies used to identify and implement Supportive Services for residents in prior redevelopment or development activities. Including but not limited to, communication and resident support during relocation transitions.
- 6) **Energy Conservation and Sustainability Measures (10 Points):** Provide examples of energy conservation measures implemented in prior redevelopment or development activities.

c. **Exhibits:** Attach all required exhibits that are part of this Request for Qualifications.

3. ACKNOWLEDGEMENT OF AMENDMENTS

Respondent shall acknowledge in its response to this Request for Qualifications, receipt of any amendment(s) to the Request for Qualifications. Respondent's failure to acknowledge any amendment may result in rejection of the submission.

4. COMPLETE AND ACCURATE SUBMISSION

Respondent's failure to provide complete and/or accurate information in response to this Request for Qualifications may disqualify Respondent from further participation in the selection process.

Qualifications may be corrected, modified or withdrawn after submission, provided that the correction, modification or request for withdrawal is made by Respondent, in writing, via email to griselda@fayettevilleha.org and is received by FHA prior to the date and time designated in the Request for Qualifications for final receipt of submissions. After such date and time, Respondent may not change any provision of its response in a manner prejudicial to the interest of FHA and/or fair competition.

5. RETENTION

All submissions are the property of FHA and shall be retained by FHA. Responses will not be returned.

6. CANCELLATION/WAIVER

FHA reserves the right to cancel this Request for Qualifications or to reject, in whole or in part, any and/or all submissions received in response to this Request for Qualifications, upon its determination that such cancellation or rejection is in the best interest of FHA. FHA further reserves the right to waive any minor informality in any submissions received, if it is in FHA's public interest. The decision as to whom shall receive a contract award, or if an award shall be made based on this Request for Qualifications, shall be the absolute sole discretion of FHA. In addition, multiple awards may be made.

7. KEY PERSONNEL

The key personnel specified by the successful Respondent will be considered essential for the work to be performed by the successful Respondent. Prior to diverting any of the key personnel for any reason(s), the contractor shall notify FHA in writing via email to griselda@fayettevilleha.org, as soon as feasible within ten (10) calendar days, and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the contract. Respondent shall not change key personnel or hours to be devoted, before or after contract award, without written permission from FHA.

8. PART OF CONTRACT

The contents of the documents submitted by the successful Respondent(s) may become part of any contract award at the sole discretion of FHA.

9. NO COMPENSATION FOR RESPONSE

FHA will not compensate Respondent for work or costs related to preparation and submission of its Statement of Qualifications.

H. EVALUATION PROCESS

The purpose of this Request for Qualifications is to solicit quality submissions so that FHA may select the one that meets its needs and requirements. It is further desired that the Request for Qualifications process will ensure competitiveness among respondents. FHA urges all interested respondents to carefully review the requirements of this Request for Qualifications.

1. MINIMUM REQUIREMENTS REVIEW

All timely responses will be reviewed by the evaluation committee to determine compliance with the response format and other minimum requirements specified within this Request for Qualifications. Responses that do not comply with these requirements may be rejected without further review.

2. TECHNICAL PROPOSAL

All submissions will be evaluated by the FHA Evaluation Committee based on criteria in this Request for Qualifications. Written submissions containing the requested information will serve as the initial basis for selection of finalists. Each written Statement of Qualifications has a possible score of 100 points as set forth in Section G.

3. INTERVIEWS

The FHA Evaluation Committee, in its sole discretion, will then select Respondents it desires to interview. Interviews will be conducted in person or virtually by invitation, currently contemplated to be around October 5-7, 2026. Typical interviews will include a 5-10 minute presentation by the firm and a 45-minute question and answer period for the panel.

FHA will select the winning Respondent based upon the evaluation criteria and FHA's needs. The top-rated Respondents will be invited to negotiate a master development agreement with FHA. In the event FHA is unable to reach an agreement with the top-rated firm or firms, then FHA may contact the next highest rated firm or firms to negotiate a master development agreement.

I. ADDENDA

FHA will provide copies of addenda via email to all potential respondents of this Request for Qualifications, but it will be the responsibility of each respondent to make inquiry as to the existence and content of addenda, as the same shall become part of his Request for Qualifications

and all respondents will be bound thereby by the addenda, whether-or-not they are received by Respondent.

J. FHA'S OPTIONS

FHA reserves the right to cancel this Request for Qualifications, or to reject, in whole or in part, any and/or all submissions received in response to this Request for Qualifications, upon its determination that such cancellation or rejection is in the best interest of FHA. FHA further reserves the right to waive any minor informality, or the failure of any respondent to comply therewith, if it is in the public interest to do so. FHA will pay no compensation to any respondent for any costs related to preparation or submitting its Statement of Qualifications.

FHA will reject the Statement of Qualifications of any respondent who is suspended and/or debarred by HUD from providing services to public housing authorities and reserves the right to reject the Statement of Qualifications of any respondent who has previously failed to perform any contract properly for FHA.

The determination of the criteria and process whereby submissions are evaluated and the decision as to who shall receive a contract awarded shall be at the sole and absolute discretion of FHA.

K. GENERAL CONDITIONS OF THE REQUEST FOR QUALIFICATIONS

1. LATE SUBMISSIONS WILL NOT BE ACCEPTED OR CONSIDERED.
2. FHA reserves the right to accept or reject any and all Statements of Qualifications submitted, either in whole or in whole or in part, with or without cause; to waive any informalities of any Statements of Qualifications; to extend, amend or cancel this Request for Qualifications at any time; and, to make the award in the best interest of FHA.
3. FHA reserves the right to request additional information, if needed, from respondents.
4. In the event that it becomes necessary for FHA to revise any part of this Request for Qualifications, revisions will be provided in the form of an Addendum advertised on FHA's website and emailed to all prospective contractors who were delivered the initial Request for Qualifications, providing a name, address, telephone number, fax number, and email address to FHA. FHA may issue and require Respondents to acknowledge addendums to the Request for Qualifications. Submissions must conform to any addenda that may be issued to this Request for Qualifications.
5. Upon receipt of submittals of all Statements of Qualifications by FHA at the designated location, submittals, modifications to submittals, and withdrawals of submittals shall be date- and time-stamped. All documents so received shall be held in a secure place by FHA and shall not be examined for evaluation purposes until after the submittal deadline.
6. Submissions that are incomplete or not in conformance with the submission requirements may be eliminated from further consideration. Respondents should carefully note compliance with the submission requirements.

7. All Statements of Qualifications submitted in response to this Request for Qualifications will be considered public information and may be made available to the general public (including news media) unless confidential and/or proprietary information is submitted under separate cover and is clearly designated as such.
8. Respondent shall provide a presentation, if requested to do so by FHA.
9. Respondents may modify or withdraw a submission prior to Submission Deadline by an authorized representative of that organization. All submissions will become the property of FHA after the Submission Deadline.
10. Respondent affirms that he/she is of lawful age and that no other person, firm, partnership, or corporation has any interest in this submittal or in the contract proposed to be entered into.
11. Respondent affirms that its Statement of Qualification is made without any understanding, agreement or connection with any other person, firm, partnership or corporation making a submittal for the same purpose and is in all respects fair and without collusion or fraud.
12. Respondent has carefully read the provisions, terms, and conditions of the Request for Qualification and does hereby agree to be bound thereby.
13. FHA retains the right to negotiate with the selected firm or firms. This Request for Qualifications may culminate in multiple negotiated agreements between FHA and the selected Developer Partner. Nothing in this Request for Qualifications, any statements made by FHA or its employees shall constitute an agreement or contract of any kind.
14. Additional services and/or service adjustments may be added or deleted during the life of any contract awarded hereunder as mutually agreed upon in writing between FHA and respondent.
15. Respondent must meet FHA's insurance and indemnification requirements to include Worker's Compensation, General Liability, Automobile, and Project Bonding.
16. Respondent will not offer any gratuity, favor, or anything of monetary value to any officials or employee of FHA for the purpose of influencing consideration of a response to a Statement of Qualification.
17. FHA reserves the right to disqualify any submission that may present a conflict of interest between FHA, its employees or Board members, Respondent, or parties identified in the submission.
18. FHA reserves the right to consider any information not presented in the response to this Request for Qualifications by Respondent.
19. Discussion with Respondents Prior to Submission. Except as outlined in this Request for Qualifications, Respondents may not contact any of FHA's Board of Commissioners, staff and/or its consultants. Respondents must submit any questions to FHA in writing to griselda@fayettevilleha.org by the deadline. All questions and answers provided to any Respondent in respect to this Request for Qualifications will be posted as an Addendum to the Request for Qualifications on the FHA website at www.fayettevilleha.org.

20. Acceptance of Request for Qualifications and Contract Terms. Respondent's submission of a Statement of Qualification in response to the Request for Qualifications shall constitute acceptance by Respondent of the terms and conditions of this Request for Qualifications. In the event that Respondent's Statement of Qualification is accepted for contract award, Respondent agrees to enter into a contract with FHA for master development agreement.
21. Contract Award. Subject to the rights reserved in this Request for Qualifications, FHA will award the contract by written notice to the Developer Partner(s). The award of the contract is subject to the approval of FHA Board of Commissioners, and it shall be conditioned on the successful negotiation of revisions, if any, to the Statement of Qualifications, recommended as part of the evaluation. Contract(s) shall be awarded in accordance with the terms and conditions of this Request for Qualifications to Respondent whose Statement of Qualification is most advantageous to FHA considering Respondent's experience, organizational structure, and other factors as specified in this Request for Qualifications. FHA reserves the right to negotiate and award any element of this Request for Qualifications, to reject any or all Statement of Qualifications, or to waive any minor irregularities or technicalities in a Statement of Qualifications received that is in the best interest of FHA. FHA also reserves the right to add terms and conditions during contract negotiations and discussions. These terms and conditions may be within the scope of the Request for Qualifications and will not affect the submittal evaluation.
22. No Warranty. Respondents are required to examine the Request for Qualifications, scope of services, and instructions pertaining to the services requested. Failure to do so will be at Respondent's own risk. It is assumed that Respondent has made full investigation as to be fully informed as to the extent and character of the services requested. No warranty or representation is made or implied as the information contained in this Request for Qualifications.
23. Costs for Submittal Preparation and Verification. Any costs incurred by interested respondents in preparing or submitting a submittal are the interested respondent's sole responsibility. Any costs incurred by the Successful Respondent prior to the execution of a Contract are not eligible for reimbursement. Costs incurred in connection with the review, inspection and verification of information provided in the Request for Qualifications shall be the interested respondent's sole responsibility.
24. Availability of Funds. The award of a contract and any allowed renewal or extensions thereof are subject to the availability of funds.
25. Certifications and Assurances. The selected Developer Partner(s) must be willing to comply with all terms and conditions of the Request for Qualifications. As a general requirement, the Request for Qualifications specifies that all work is to be performed in accordance with professional standards, applicable HUD regulations, requirements, and criteria and local codes, regulations, ordinances and statutes. FHA fully expects and requires by contract that the successful Developer Partner(s) will fully and routinely meet the requirements outlined in the Request for Qualifications.

EXHIBIT A
LOCATION OF SITES

Hillcrest Towers



Lewis Plaza



Willow Heights



Morgan Manor



Fayetteville Housing Authority

REQUEST FOR QUALIFICATIONS FOR DEVELOPER PARTNER SERVICES

ATTACHMENTS

The following attachments are the required exhibits that must be completed and returned with Respondent's submission:

- I. Form HUD-5369 C: Certifications and Representations of Offerors
- II. Form HUD-50070: Certification for a Drug-Free Workplace
- III. Form HUD-50071: Certification of Payments to Influence Federal Transactions
- IV. Conflicts Certification
- V. Non-Collusive/Non-Identity of Interest Affidavit
- VI. Section 3 Participation Election Form

The following attachments are hereby attached to and made part of this Request for Qualifications

- VII. Form HUD-5369 B: Instructions to Offerors
- VIII. Form HUD-5370 C: General Conditions for Non-Construction Contracts

ATTACHMENT I

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/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:

ATTACHMENT II

Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

Public reporting burden. Public reporting burden for this collection of information is estimated to average 0.25 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. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to: U.S. Department of Housing and Urban Development, Office of the Chief Data Officer, R, 451 7th St SW, Room 8210, Washington, DC 20410-5000. Do not send completed forms to this address. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. HUD is authorized to collect this information under the authority cited in the Notice of Funding Opportunity for this grant program. The information collected will provide proposed budget data for multiple programs. HUD will use this information in the selection of applicants. This information is required to obtain the benefit sought in the grant program. This information will not be held confidential and may be made available to the public in accordance with the Freedom of Information Act (5 U.S.C. §552).

Applicant Name

Program/Activity Receiving Federal Grant Funding

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federalagency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. Sites for Work Performance. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.
Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.
(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
Signature	Date
X	

ATTACHMENT III

Certification of Payments to Influence Federal Transactions

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

OMB Approval No. 2577-0157 (Exp. 1/31/2027)

Public reporting burden for this information collection is estimated to average 30 minutes,including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The information requested is required to obtain a benefit. This form is used to ensure federal funds are not used to influence members of Congress. There are no assurances of confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157.

Applicant Name

Program/Activity Receiving Federal Grant Funding

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 person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(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 an 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 its 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 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.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date (mm/dd/yyyy)

ATTACHMENT IV

CONFLICTS CERTIFICATION

I, _____ hereby certify on behalf of _____ (insert name of proposer) and its key principals that:

(i) No actual or apparent conflict of interest exists with regard to the Fayetteville Housing Authority or any of its affiliates,

(ii) no actual or apparent conflict exists with regard to proposer's or its key principal's possible performance as developer under the Request for Qualifications, and

(iii) no actual or potential claim exists against the Fayetteville Housing Authority or any of its affiliates.

Signature of Key Principal of Proposer

ATTACHMENT V

NON-COLLUSIVE/NON-IDENTITY OF INTEREST AFFIDAVIT

A F F I D A V I T

State of _____)

County of _____)

_____, being first duly sworn, deposes and says:

- (1) That undersigned is [__(a partner or officer of the firm of,___etc.,) __] the party making the foregoing proposal or bid;
- (2) That such proposal or bid is genuine and not collusive or sham; that said Bidder 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 any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against Fayetteville Housing Authority, its affiliates, or any person interested in the proposed contract; and
- (3) that no identity of interest exists or will between Bidder and Fayetteville Housing Authority of its affiliates.

WARNING: U.S. Criminal Code, Section 1001, Title 18 U.S.C. provides as follows: Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme or device a material fact, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement of entry, shall be fined not more than \$10,000 or imprisoned not more than five years, or both.

An identity of interest will be construed to exist:

- (a) If there is any financial interest of the owner in the general contractor;
- (b) If any of the officers or directors of the owner is also an officer, director, or stockholder of the general contractor;
- (c) If any officer or director of the owner has any financial interest whatsoever in the general contractor;
- (d) If the general contractor advances any funds to the owner; including providing a land option or any of the costs of obtaining a land option;
- (e) If the general contractor provides and pays, on behalf of the owner, the cost of any architectural or engineering service other than those of a surveyor, general superintendent, or engineer employed by a general contractor in connection with his/her obligations under the construction contract;
- (f) If the general contractor has any interest in the owner corporation as part of the consideration for payment;
- (g) When there exists (or come into being) any side deals, agreements, contracts or undertaking entered into or contemplated, thereby altering, amending, or cancelling any of the required closing documents;
- (h) When the contractor or any officer, director, stockholder, or partner of such contractor has any financial interest whatsoever in the architectural firm;

- (i) When the architect has stock or any financial interest in the contractor;
- (j) When the contractor or any officer, director, stockholder or partner of such contract provides any of the required architectural services; or where the contractor, or any officer, director, stockholder or partner of such providing an architectural services, acts as a consultant to the project architect; or
- (k) When there exists (or comes into being) any side deals, agreements, contracts or undertaking, thereby altering, amending, or cancelling any of the required closing documents.

Name:

For:

Title:

ATTACHMENT VI

SECTION 3 PARTICIPATION ELECTION FORM

The purpose of Section 3 of the Housing and Urban Development Act of 1968, as in the *Federal Register* at 85 FR 61524 (codified at 24 CFR Part 75), is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be directed toward low and very low-income persons, and to businesses that provide economic opportunities to low and very low-income persons. Fayetteville Housing Authority's Section 3 policy, which is consistent with the federal Section 3 requirements, has procedures to assist grant recipients, contractors and subcontractors in understanding and complying with Section 3 requirements.

How will your company fulfill its Section 3 Requirement?

(Please check only one option)

____ Certified Section 3 Business (Include Certification)

____ Priority I – Hiring Section 3 Workers

____ Priority II – Contracting with Section 3 Businesses

____ Priority III – Other Economic Opportunities

____ a: Train and employ residents of Fayetteville Housing Authority or its affiliates

____ b: Fayetteville Housing Authority's Section 3 Education and Training Fund

1. For construction and rehabilitation work (both residential and civil), the "value" of the other economic opportunity must equal or exceed 1.0% of the total contract amount plus any modifications;
2. For other types of contracts, including service contracts, the "value" of the other economic opportunity must equal or exceed 0.5% of the total contract amount plus any modifications.

By signing below, the contractor hereby agrees to comply with the selected Section 3 requirements indicated above.

Name: _____

Company: _____

Address: _____

Phone No: _____

Signature: _____

ATTACHMENT VII

Instructions to Offerors Non-Construction

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



- 03291 -

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 and 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.

(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:]

ATTACHMENT VIII

General Conditions for Non-Construction Contracts

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 (excl. 11/30/2023)

Public Reporting Burden for this collection of information is estimated to average one hour 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. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

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 \$250,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 905.100) **greater than \$2,000 but not more than \$250,000 - use Section II; and**
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$250,000 — use Sections I and II.**

Section I - Clauses for All Non-Construction Contracts greater than \$250,000

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.

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- (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 111, 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
 - () 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.

(v) The prohibition does not apply as follows:

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- (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.
- (i) 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/Seller agrees as follows:

(a) The [contractor/seller] will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The

[contractor/seller] will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) The [contractor/seller] will, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

(c) The [contractor/seller] will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the [contractor/seller]'s legal duty to furnish information.

(d) The [contractor/seller] will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the [contractor/seller]'s commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The [contractor/seller] will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The [contractor/seller] will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The [contractor/seller] will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor/seller or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

17. Equal Opportunity for Workers with Disabilities

1. The [contractor/seller] will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The [contractor/seller] agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices, including the following:

- i. Recruitment, advertising, and job application procedures;
- ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- iii. Rates of pay or any other form of compensation and changes in compensation;
- iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- v. Leaves of absence, sick leave, or any other leave;
- vi. Fringe benefits available by virtue of employment, whether or not administered by the [contractor/seller];
- vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- viii. Activities sponsored by the [contractor/seller] including social or recreational programs; and
- ix. Any other term, condition, or privilege of employment.

2. The [contractor/seller] agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

3. In the event of the [contractor/seller] noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

4. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the [contractor/seller]'s obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities.

The [contractor/seller] must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Brail or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the [contractor/seller], a [contractor/seller] will satisfy its posting obligations by posting such notices in an electronic format, provided that the [contractor/seller] provides computers, or access to computers, that can access the electronic posting to such employees, or the [contractor/seller] has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the [contractor/seller] to notify job applicants of their rights if the [contractor/seller] utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

5. The [contractor/seller] will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the [contractor/seller] is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities.

6. The [contractor/seller] will include the provisions of this clause in every subcontract or purchase order in excess of \$ 10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. The [contractor/seller] must, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

18. 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.

19. 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.

20. 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.

21. Liens

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

22. 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 75, 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 75 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 prioritization requirements, and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04)..
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, 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 75. 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 75.
- (e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts
- (f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

23. 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

General Conditions for Construction Contracts - Public Housing Programs

U.S. Department of Housing and Urban
Development
Office of Public and Indian Housing
OMB Approval No. 2577-0157 (exp. 1/31/2027)

Applicability. This form is applicable to any
construction/development contract greater than \$250,000.

Public reporting burden for this collection of information is estimated to average 1.0 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. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 75. The form is required for construction contracts awarded by Public Housing Agencies (PHAs). The form is used by Housing Authorities in solicitations to provide necessary contract clauses. If the form were not used, PHAs 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. HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB number.

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