REQUEST FOR PROPOSALS

for

Property Management Services and Compliance Monitoring Services at Madison I and Madison II

Due:
Revised
January 9, 2026, 5:00 p.m. CST

Little Rock Housing Authority
100 Bruce T. Moore Way Little Rock, AR 72201
Dr. Nadine Jarmon
Executive Director
Phone: (501) 340-4821
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INTRODUCTION

The Little Rock Housing Authority (LRHA) invites experienced property management and compliance monitoring firms interested in the management and compliance monitoring services for two (2) affordable properties to submit a proposal in accordance with the specifications outlined in this Request for Proposals (RFP).

PROJECT OVERVIEW

The LRHA, through a development affiliate Central Arkansas Housing Corporation (CAHC), has ownership interest in two (2) affordable properties of which are LIHTC properties, and one is funded through the Low-Income Housing Tax Credit (LIHTC). LRHA has an immediate need for property management services from a provider with experience with property management of affordable housing with various program compliance requirements, the accompanying regulatory reporting, and meeting investor /lender requirements for such. Currently, we have two (2) developments available for professional management. LRHA reserves the right to negotiate an increase or decrease the number of units assigned to this RFP.

The following is a list of the subject properties:

Name of Development	Property Type	Financing Program/Compliance Type	LIHTC/ Investor	Unit Mix
Madison I	Family	HUD Mixed Finance/LIHTC/Market	ADFA/Pending	59/35/46
Madsion II	Family	HUD Mixed Finance/LIHTC/Market	ADFA/Pending	38/45/18

LIHTC (Low Income Housing Tax Credit), ACC (Public Housing Unit), HCV (Housing Choice Voucher), Market Rate

PROJECT SPONSOR

LRHA was incorporated as a public housing authority in 1940. LRHA currently owns and operates 476 units of housing in Little Rock and has budgetary authority for over 3021 Housing Choice Vouchers. LRHA has completed monumental RAD development conversion projects over the last ten years in partnership with various developers, equity investors, and state and HUD agencies.

LRHA OPTIONS

LRHA may, at its sole and absolute discretion, reject any and all, or parts of any and all, responses; re-advertise this RFP; postpone or cancel this RFP process at any time, or waive any irregularities in this RFP or in the responses received as a result of this RFP. The determination of the criteria and process whereby responses are evaluated, the decision as to who shall receive a contract award, or whether or not an award shall ever be made as a result of this RFP, shall be at the sole and absolute discretion of LRHA. In no event will the LRHA permit modification to a qualification statement after it has been submitted.

While all applicable program regulations must be obeyed, LRHA is prepared to allow Respondents the maximum flexibility possible in providing quality property management services. The Respondent will be expected to assume the same fiduciary and professional responsibilities that they would for a private development.

SECTION I - REQUIREMENTS FOR PROPOSAL SUBMISSION

MINIMUM QUALIFICATIONS TO PROVIDE THESE SERVICES

1. Proposer must have at least five (5) years of experience providing property management services for affordable housing developments and must currently manage at least 500 units of housing financed with HUD, State, local funding including tax credits. Must have expertise in income certifications and reporting requirements for such programs and possess experience in processing Project-Based Vouchers and HOME programs.

2. Proposer must have at least five (5) separate client references where proposer has performed the same or similar professional services to those proposed in this solicitation.

3. Proposer must be a licensed real estate broker, authorized to perform property management services in the State of Arkansas and proposing firm must be in good standing.

4. The proposed onsite staff for Properties are expected to have at least two (2) years of experience providing property management services, preferably for affordable housing development. Proposer must demonstrate adequate supervision and quality control mechanism to supervise properties and staff.

5. Proposer must have adequate home office administrative staff including adequate accounting and compliance functions.

6. Accounting & Property Management Software Requirement: The selected Respondent must utilize the same accounting and property management software platform used by LRHA. LRHA currently uses MRI for property management and accounting, and no alternative software platforms will be permitted. The Respondent shall fully operate Madison Heights I and II within MRI environment and comply with all LRHA system controls, chart of accounts, reporting standards, and internal control requirements.

   System Access & Data Ownership: All data, records, and reports entered or generated within LRHA's MRI system shall remain the property of LRHA. Upon contract termination or expiration, the Respondent shall ensure a complete and orderly transfer of all data back to LRHA.

All proposals submitted for consideration must include a brief one-page cover letter summarizing the Respondent's interest in providing services to the Authority and/or developer, naming a contact person on behalf of the Respondent and describing the Respondent's understanding of services required. In addition, the following information shall be provided in the order listed and clearly defined in the application package by index tabs:

1. Overall firm capabilities

   Describe your firm's experience in property management of affordable housing and be sure to include specific experience in managing assisted units such as tax credit and units supported by housing choice voucher, project-based Section 8 voucher and Public Housing assistance. Similar size, disclose of any findings of non-compliance with ADFA or any State and/or HUD Agency including and not limited to the IRS.

   Provide three (3) references for Component A and three (3) references for Component B. See Attachment E for reference chart.

2. State of Arkansas experience

   Describe your firm's current specific experience in property management in the State of Arkansas, including units subject to compliance with the tax credit requirements of the Arkansas Development Finance Authority (ADFA). Provide licenses, certifications or other relevant credentials for firm.

3. Staffing qualifications

   For any individual and specific staff proposed for this project, including site-based, regional and central office staff, provide a resume and description of their relevant experience and certifications which are industry specific.

4. Price proposal/fee arrangement - See SECTION II

   Please describe your proposed fee arrangement (not to exceed 6% of total adjusted rents collected for managing the subject property.) Respondents should include the proposed fee arrangements as part of their proposal. (please see HUD Mixed Finance “Safe Harbor Standards" for guidance)

   A copy of the most current operating budget for each property is included as part of the solicitation see Attachment A.

5. Required submissions and certifications: Certifications and Licensing Requirements
   The selected Property Management firm must hold and maintain all required licenses and certifications in accordance with HUD, state, and local regulations. At a minimum, the firm must demonstrate:

   A. State Real Estate Broker License: Firm or designated staff must hold an active real estate broker's license for property management in the State of Arkansas

   B. HUD/Section 8 Compliance Training: Certification in Housing Choice Voucher Program (HCVP) and/or Low-Income Housing Tax Credit (LIHTC) compliance, such as:

      - Certified Occupancy Specialist (COS) – Nan McKay or equivalent
      - Housing Credit Certified Professional (HCCP) – NAHB or equivalent
      - Specialist in Housing Credit Management (SHCM)

   C. Fair Housing Certification: Staff must be trained and certified in Fair Housing regulations (including Section 504, ADA, and HUD requirements).

   D. Financial/Accounting Competency:

      - Certification in HUD-compliant financial systems and reporting (FASS, REAC, PIC/EIV).
      - At least one staff member with Certified Property Manager (CPM – IREM) or Accredited Residential Manager (ARM – IREM) designation preferred.

   E. Professional/Industry Memberships (preferred): Membership with recognized professional organizations such as NAHRO, or PHADA.

   F. Insurance & Bonding Requirements: Evidence of Errors & Omissions (E&O) coverage, General Liability, Workers Compensation, and Fidelity Bonding, in accordance with 2 CFR § 200.318 procurement standards.

   G. Additional HUD-Specific Certifications

      - Uniform Physical Condition Standards (UPCS) Inspector Certification and NSPIRE certified.
      - Public Housing Management (PHM) Certification.

6. Required Insurance: Minimum of General Liability $10,000,000, Worker's Compensation $1,000,000, Fidelity Bond $500,000, Professional Liability $1,000,000.

Requirements for successful respondent

A. Contract Terms

The initial contract term shall be two (2) years, subject to LRHA Board approval.
LRHA reserves the right to terminate the contract, in whole or in part, at any time, with or without cause, upon written notice, if the management firm:

- Fails to comply with HUD, ADFA, LIHTC, or other applicable federal, state, or local requirements
- Fails to maintain the property in a condition that ensures resident health, safety, and well-being
- Demonstrates poor management practices that result in residents being inadequately served or placed at risk
- Fails to meet performance standards outlined in this RFP or the management agreement

Termination rights shall be exercised in accordance with applicable procurement laws and the final management agreement.

B. Operating Budget

The successful Respondent will be required to submit annual operating budgets for the property that includes projected income and expenses. Operating expenses may not include accounting expenses or other administrative overhead items that are subsumed under the management fee and the Respondent must certify this to LRHA each month before receiving the management fee. Once approved, the Respondent may not exceed the budget by an amount greater than $5,000, only with the expressed written approval of LRHA unless exigent health safety issues are at risk.

C. Management Fee

The Respondent will receive a management fee not to exceed 6% of total adjusted rents collected. Respondents should include proposed fee arrangements as part of their proposal. (Please see HUD Mixed Finance "Safe Harbor Standards" for guidance.)

D. Management Plan

Prior to the provision of any services, the successful Respondent will be required to submit a comprehensive site-specific Management Plan which provides a complete detailed description of the policies and procedures to be followed in the management of the property. The Management Plan, including revisions that may be requested by LRHA, must be implemented by the Respondent within 10 days of the start of the contract. The Respondent will recommend to LRHA any necessary or desirable changes in the Management Plan and LRHA will advise the Respondent if changes are required due to changes in applicable HUD regulations or LRHA policies.

The Management Plan will cover, at a minimum, the following areas:

- Management office staffing and hours
- Emergency and after-hours contacts
- Site staff positions, minimum qualifications, and wage rates
- Procedures for performing and documenting applicant screening and selection process
- Leasing and resident orientation procedures
- Rent collection procedures and requirements
- Procedures for collection of receivables including those due from vacated tenants
- Procedures for assessment and collection of resident charges
- Recertification procedures and documentation
- Move-out procedures
- Procedures for expediting and monitoring vacant unit turnover
- Lease enforcement and eviction procedures and reporting to LRHA
- Management agent will review and recommend and implement safety plan for projects
- Procedures and standards for handling emergency and routine maintenance requests
- Procedures and standards for performance of exterior and interior public area maintenance
- Procedures and standards for performance of unit maintenance
- Schedule and scope of preventive maintenance
- Procedures and schedule for regular inspection of grounds, building exteriors, interior common areas, and boilers and other building equipment
- Procedures for tracking appliances, fixtures, furniture, equipment, and other fixed assets at the property
- Procedures and systems for controlling monitoring and reporting on maintenance materials and supplies inventory
- Unit access requirements and procedures
- Procedures for budget formation and approval
- Procedures for accounts payable and approval of expenditures
- Procedures for maintenance and reconciliation of bank accounts for property operations, security deposits and reserves.
- Budget monitoring and cost control procedures
- Purchasing and contracting procedures
- Procedures for MBE/WBE/SBE/Section 3 procurement compliance and documentation
- Resident relations approach and plan
- Plan for collaboration with resident council
- Procedures for maintenance of auditable resident, unit, property, maintenance, and financial records
- Procedures for reporting financial and management information
- Compliance with applicable HUD, HUD, ADFA, state and local regulations
- Procedures for proving required reports to LRHA, CAHC, HUD, ADFA and Investors.
- Current sample of balance sheet and income statement format
- Procedures for submitting the Public Housing Application's and Recertifications while using LRHA assigned software.

SECTION II SCOPE OF RFP - Price proposal by Component

It is expected that all Respondents will have previous experience in property management, funding programs and compliance requirements applicable to the developments. Respondents must also have the ability to meet the requisite needs of lenders and investors for approval of providing management services.

It is assumed that the Respondent can bid on individual properties, but it is intended that the management of the Madison Heights I and Madison Heights II site locations will be treated as single property. However, Madison Heights III could be treated individually. For Tax Credit purposes each phase is a separate phase. The same applies for all remaining properties.

Full property management services. Transitioning services will consist of a site-by-site transition plan. Transitioning could consist of a management plan starting immediately at one site with oversight and monitoring provided by the respondent. It is intended that during the transition time that the respondent will have oversite and responsibility for program compliance. LRHA will have responsibility for oversite of all HUD related compliance during period.

Current status and timeline.

Property	**Owner**	**PM Transition Timeline**
Madison I	CAHC/ Little Rock Housing Authority	
Madison II	CAHC / Little Rock Housing Authority	

Component A pricing - Full property management services with assistance in transitioning:

Property	Pricing	PM Transition Timeline and pricing during transition	Other
Madison Heights I			
Madison Heights II			

Example

Madison Heights I	*5% gross income*	*5% gross income and then 3% gross income during transition period of 3 months*	*Training and oversite fee of 2% after transition for 3 months*

NOTE: It is assumed that Property Management fees will include all necessary staff not included in the on-site staffing of the properties. Any additional fees related to oversite of the management of the properties such as subcontractors for compliance or administration should be all inclusive of the fee. Typical subcontractors for the maintenance and services for the properties will be allowed in the operating budget as standard industry practice.

SECTION III - SCOPE OF SERVICES Property Management

The Respondent shall provide all resources required for the general supervision, administration, and operation of the Property in accordance with sound property management practices and applicable HUD regulations and LRHA policies. The following are the duties and responsibilities that will be expected of the Respondent.

A. Staffing

LRHA strongly encourages Respondents to consider retaining qualified existing on-site staff, where appropriate, to ensure continuity of operations, resident stability, and institutional knowledge of the properties. Final staffing decisions shall remain the responsibility of the selected management firm, subject to LRHA approval.

The Respondent will be responsible for the recruitment, assignment, supervision, and, if necessary, termination of all site staff, as well as maintaining satisfactory standards of employee performance. The Respondent will be responsible for payment of all wages, benefits and payroll taxes for all site employees, subject to HUD regulations.

The Respondent must provide LRHA with the qualifications of prospective site managers and maintenance supervisors or maintenance managers prior to being assigned to the site. The person occupying the position of site manager must have at a minimum, three years' site management experience, with experience at subsidized properties and property management certification such as CPM, ARM or PHM preferred. The person managing maintenance operations must have at a minimum, five years of experience in property maintenance, with at least two years in a supervisory position and hold appropriate licenses.

B. Office Space

The Respondent will maintain an on-site management office(s) for conducting activities related to management of the property in space provided by LRHA. Business activities not related to management of the property may not be conducted at the on-site office. The office must be staffed and open to residents from 8:00 AM until 5:00 PM five days per week.

C. Tenant Selection and Leasing

The Respondent will be responsible for offering for rent and leasing all units at the property per LRHA ACOP and Administrative Plan, State of Arkansas Tax Credit, and any lender or equity partner requirements, as well as the final approval, qualification and screening of applicants, preparing and executing all leases and, where required, parking permits.

D. Rent Collection and Security Deposits

The Respondent will be responsible for collection of rents and charges owed by residents, as well as any and all requests necessary for subsidy funding. All rents will be deposited in the property's operating account. The Respondent will also be responsible for collecting, depositing, and disbursing resident security deposits and maintaining related records.

E. Lease Enforcement

The Respondent will be responsible for enforcing compliance with the terms of the lease, as well as termination of leases and pursuance of eviction actions, including serving notices to vacate and filing judicial actions, using its own legal counsel and in consultation with LRHA.

F. Ordinary Maintenance and Repair

The Respondent will be responsible for maintaining the Property in a decent, safe, and sanitary condition. The Respondent's responsibilities for property maintenance will include:

1) Prompt response to all resident maintenance requests and completing emergency and routine maintenance work in a timely fashion in accordance with the contract performance standards.
2) Maintenance of the units in compliance with applicable HUD and LRHA standards and applicable local codes at all times.
3) Securing the property against unauthorized entry, including maintenance of lockable doors and windows and other existing security booths, and security devised as well as securing unoccupied units against unauthorized entry and damage.
4) Removing trash and rubbish from common areas and vacant dwelling units as necessary and removing within 24 hours, any graffiti observed on the property.
5) Maintaining and cleaning ground areas, including lawn areas, shrubbery, bushes, trees, fence lines, alley rights-of-way and sidewalk areas.
6) Motivating and educating residents to maintain a clean environment through day-to-day interaction and organized programs.
7) Maintaining 24-hour, 7-day maintenance coverage for the property, including a contact telephone number for emergency maintenance requests.

The Respondent may, subject to LRHA approval, subcontract for maintenance work with qualified subcontractors. The successful Respondent will present a comprehensive maintenance plan specifying how maintenance requests will be processed and how all required maintenance work will be scheduled and performed. LRHA also encourages the use of Section 3 qualified local vendors to provide services.

G. Inspections

The Respondent will be expected to perform regular inspections of grounds, building exteriors, building systems, and interior common areas of the property. The Respondent must also conduct inspections of all units, grounds, building exteriors, building systems and interior common areas at the property at least annually to ensure compliance with various programs including HUD's Housing Quality Standards (HQS) and/or Uniform Physical Condition Standards (UPCS) and/or NSPIRE, applicable local codes and LRHA standards and ADFA requirements. LRHA may conduct its own HQS and/or UPCS inspections of every unit at least every two years and may also conduct inspections as needed or upon request of the residents.

H. Preventive Maintenance

The Respondent will be expected to take a proactive approach to maintenance and perform all needed preventive maintenance work at the property. The Respondent will submit to LRHA within 60 days of assuming management of the property a Preventive Maintenance Plan specifying building components and equipment that will be subject to preventive maintenance and the preventive maintenance schedule for each item.

I. Major Systems Regular and Extraordinary Maintenance

The Respondent will have primary responsibility for performing maintenance and repairs on major building systems, including heating systems, central air conditioning systems, plumbing systems, elevators (if any), fire alarm systems, security systems, automatic doors. roofing, foundations, floors, and interior and exterior walls. The Respondent will also be responsible for performing any other necessary extraordinary maintenance and repair work. The Respondent must obtain prior approval from LRHA before performing any extraordinary maintenance work, including the major systems work specified above.

J. Fixed Assets and Building Equipment

The Respondent will be responsible for maintaining a complete and up-to-date inventory list of all fixed assets at the property, including appliances, fixtures, furniture, building equipment, and maintenance equipment as well as maintaining current keys to all units and common areas.

K. Grievance Procedures

All residents of the property are entitled to a grievance hearing on matters that impact on their tenancy, including rent increases and evictions, in accordance with HUD and LRHA Regulations and Policy. A copy of the applicable regulations and policy is available upon request.

L. Property Records

The Respondent will be responsible for maintaining at the property a comprehensive and organized system of auditable records of all financial and management operations of the property in accordance with applicable HUD and local statutes, regulations and sound business practices. This will include individual files for each resident and unit at the property; records of vacancies, rent collection, maintenance requested and performed, inspections, resident re-certifications; lease enforcement, and security; and budget and financial records: and information related to fixed assets and equipment on the property. The Respondent will also be responsible for insuring that all first-year resident, unit and property records required under LIHTC regulations are maintained duplicate.

M. Reports

The Respondent will be required to submit the following reports to LRHA and investors:

Monthly	Monthly Financial Reports: Rent roll, receivables report, budget variance report, cash disbursements report, bank statements and bank reconciliation reports.
	Monthly Vacancy Report: Listing of units vacated and occupied during the month.
	Other Monthly Management Reports: Reports on vacant turnover, maintenance work orders, preventive maintenance, resident re-certifications, lease enforcement, biannual inspections, and security incidents. ADFA monthly program reports, Monthly Certification of Compliance to Investors
Quarterly	Quarterly Report: Adjusted budget variance report and balance sheet. Quarterly reports to investors.
Annual	Financial Audit: A financial audit report prepared by a certified public accountant.
	Inspection Certification: Certification and reports of unit and common area inspections. Annual Owner's Certification to ADFA, Budget to owner, investor and ADFA

The Respondent will be expected to submit other information on the financial, physical, and/or operational condition of the property to LRHA upon reasonable notice. LRHA will specify the form of the reports and what types of information they must contain. The Respondent must be able to provide all required reports to LRHA in an electronic format compatible with Microsoft Office.

N. Respondent Performance Standards

The Respondent will be expected to adhere to LRHA high performance standards with regard to such areas as occupancy level, rent collections, maintenance performance, completion of unit inspections and tenant re-certifications, and physical condition of the site. The following will be the minimum applicable standards based on HUD requirements:

Adjusted vacancy rate	3% or less
Vacancy turnaround	10 days or less
Rent uncollected	2% or less
Emergency work orders abated within 24 hours	100%
Non-emergency work order turnaround	7 days or less
Units inspected -annually	100%
Common Areas inspected - annually	100%
Building Exterior - annually	100%
Site Inspected - annually	100%
Major Systems inspected -annually	100%
Tenant re-certifications completed annually	100%
Conditions	
LIHTC Compliance and rent re-certifications	100%
Grounds/Building Exterior	Very Good-Exceptional
Interior common areas	Very Good-Exceptional
Building Systems	Very Good-Exceptional
Units	Very Good-Exceptional

Reasonable notice will be given to the Respondent of any changes required in performance standards. The successful Respondent will demonstrate the ability to manage the property to the above-mentioned standards.

0. Financial Management

The Respondent will be responsible for remaining in compliance with the site-operating budget approved by LRHA. Budget revisions. including shifting amounts from one budget category to another, may only be done at mid-fiscal year and fiscal year end must be approved by LRHA and lender or investor. The Respondent will be required to report monthly to LRHA on rents collected, other income received, amounts disbursed from site funds and variances from the approved operating budget.

The Respondent will be responsible for managing all site-operating funds. The Respondent must keep operating funds, security deposits and reserves for the property in separate bank accounts and separate from all other Respondent funds.

P. Purchasing and/Subcontracting

Any subcontractor hired by the Respondent must be advised that the Respondent is not an agent of LRHA and cannot bind LRHA. The Respondent is exclusively responsible for payment to subcontractors. The Respondent will be authorized to subcontract for supplies, materials, equipment, and services required for operation of the property, up to a maximum limit of $5,000 per purchase. Any purchase over $5,000 requires the express advance approval of LRHA. All purchases must be within the approved budget. The Respondent will be responsible for insuring that the quality of all materials and supplies purchased is up to LRHA standards and that all contracted services are completed in an acceptable and workmanlike manner.

Q. MBE/WBE/SBE/Section 3 Respondent Outreach

The Respondent will be responsible for performing outreach to and utilizing as much as possible the services of qualified minority-owned business enterprises (MBE), women-owned business enterprises (WBE), and small business enterprises (SBE), as well as performing outreach to qualified residents and resident-owned businesses in accordance with Section 3 of the Housing and Community Development Act of 1968. The Respondent must describe how outreach to MBE/WBE/SBE/Section 3 Respondents will be performed and how outreach to such Respondents will be tracked.

R. Life Safety

The Respondent shall be responsible for monitoring security incidents at the property, monitoring and coordinating with LRHA, working with local police, overseeing any private security employed at the site; assessing ongoing site security needs, and performing other site security functions as specified in any existing security plans for each site. The Respondent will also be responsible for promptly pursuing lease enforcement action against any resident engaging in criminal activity on or around the property.

S. Resident and Community Relations

The Respondent will be expected to promote and maintain good relations with residents and their representatives, neighborhood groups, and local government officials and to encourage initiatives to promote the social and economic development of the residents. The Respondent must present to LRHA a plan to show how specific needs of residents of the Property will be addressed by management. Supportive services are required per the regulatory agreements. Management will implement and document compliance with these.

The Respondent will be responsible for communicating to residents the community rules as stated in the approved lease, date and time of resident meetings and any other information pertinent to resident life and tenancy through public posting and/or notices delivered to residents.

T. Management Reviews and Inspections

LRHA will conduct a comprehensive on-site management review at least annually. The Respondent will be expected to cooperate fully with LRHA in conducting these reviews, as well as making all site records and staff available during the review and all areas of the property accessible for inspection by LRHA upon reasonable notice.

U. Property Information and Equipment

Within 30 days of the commencement of the Contract, LRHA, will deliver to the Respondent all relevant information in its possession such as regulatory agreements, data as to the conditions of the property, including equipment and warranties.

V. Applicable Regulations

In the operation of the property, the Respondent must comply with all applicable LRHA policies and HUD and local statutes and regulations, including HUD Public Housing, HUD Section 8, ADFA, HOME, NSP, and various LIHTC and any additional lender and investor requirements.

SECTION IV - SCOPE OF SERVICES Property Oversight and Compliance Monitoring

Full compliance monitoring and oversight of all properties assigned to respondents. See SECTION III for Property Management Scope.

SECTION V - PROPOSAL EVALUATION PROCESS

A. EVALUATION OF PROPOSALS

All proposals submitted and accepted for consideration will be reviewed and evaluated by LRHA based on the criteria presented below. Respondents will be evaluated on four factors. All Respondents will be ranked according to the point system outlined below and the Respondent with a total closest to 100 points will be determined as most technically qualified to manage properties for LRHA.

The contract will be awarded to the respondent responsible whose offer is most advantageous to LRHA, based upon the evaluation criteria specified below. LRHA reserves the right to reject any and all proposals determined to be inadequate or unacceptable. LRHA may award a contract upon the basis of initial offers received without discussion. Therefore, each initial offer should contain the respondent's best terms from a price and technical standpoint.

All proposals will initially be reviewed to determine compliance with the Proposal Format Requirements specified in the solicitation. Proposals which do not comply with these requirements will be rejected without further review.

B. Relative Importance Technical Versus Cost /Price Factors

LRHA will make an award to the most responsive, responsible respondent whose offer conforms to the solicitation and is most advantageous to LRHA (i.e., that which represents the best value to LRHA), in terms of cost or price and other factors considered

C. **Evaluation and Selection Criteria**

1. Demonstrated quality performance in the delivery of affordable housing management services, especially in the areas of rent collection, lease enforcement, maintenance delivery, involvement with residents, security and inspection. Experience taking over management of LIHTC properties and providing full investor and owner compliance. **(30 points).**

2. Capability and experience of property managers and maintenance staff personnel who would be assigned to manage the properties. Capability and experience of staff personnel who would be assigned to manage the oversight and compliance monitoring for the properties. **(20 points).**

3. Experience in managing/monitoring subsidized. HUD-assisted and/or tax credit properties similar to the subject properties. References for such experience. **(30 points).**

4. Affirmative Action Achievements and Plans –

   a) Diversity of Respondents work force composition, statement of company's official policy and hiring practices related to affirmative action. and delineated efforts to hire minority and women employees if under-represented within the firm. **(5 points)**

   b) Respondent's plans to hire minority and women subcontractors and documented evidence of Respondent's past use of minority and women subcontractors. **(5 points)**

   c) Provide for reviewing management reports which may or may not include Section 3 reports and Affirmative Action Plans and hiring reports. **(10 points)**

D. **DEADLINE FOR SUBMISSION**

All proposals should be emailed to njarmon@mhapha.org CC: Brad.paul@banksouthern.com and customerservice@mhapha.org by 5:00 P.M. (CST), on January 9, 2026. The Subject Line should read: Your Company Name - RFP Response 2025-11 Property Management Madison
Late proposals will not be considered. No exceptions will be made.

SECTION VI - GENERAL CONTRACT TERMS AND CONDITIONS

A. **Explanation to Prospective Respondents**

No verbal requests for clarification or information will be accepted. All such requests must be made in writing. All such requests must be submitted to the Authority no later than **December 23, 2025,** by email to customerservice@mhapha.org . All questions and clarifications will be answered in one written addendum, to be issued no later than **December 29, 2025.** The Q&A as well as any amendments or addendum will be posted on the website. Please include your email with your query submission.
Please note that email is the preferred choice for all correspondence other than submission of responses.

B. **Failure to Submit Offer**

Recipients of this solicitation who do not respond with an offer should not return this solicitation. Instead, they should advise the Contracting Officer. by letter or postcard whether they want to receive future solicitation for similar requirements. It is also requested that such recipients advise the Contracting Officer of the reason(s) for not submitting a proposal in response to this RFP. If a recipient does not submit an offer and does not notify the Contracting Officer that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

C. **Retention of Proposals**

All proposals are the property of the Housing Authority and shall be retained by the LRHA, and therefore, will not be returned to the Respondents.

D. **Offers**

LRHA may award a contract upon the basis of initial offers received, without discussion. Therefore, each initial proposal should contain the respondent's best terms from cost and technical standpoint. However, if discussions are held with the Respondents, all Respondents within the competitive range will be notified regarding the holding of discussions and will be provided with an opportunity to submit written best and final offers at the designated date and time. LRHA may choose to interview one or more of the proposers and the interview will become part of the selection process and scoring. LRHA may choose to base the interview scores on the Evaluation Criteria herein or may utilize additional scoring criteria for interviews which will be uniform in nature and provided to all chosen Respondents prior to the interviews.

After receipt of offers, no discussions will be reopened unless the Contracting Officer determines that it is clearly in LRHA's best interest to do so. If discussions are reopened, the Contracting Officer shall issue an additional request for final offers to all respondents still within the competitive range.

E. **Acknowledgment of Addenda**

Respondents shall acknowledge in their proposals, receipt of any amendment(s) to this solicitation. Respondents' failure to acknowledge an amendment may result in rejection of the offer.

F. **Examination and Retention of Respondent's Records**

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

Attachments:

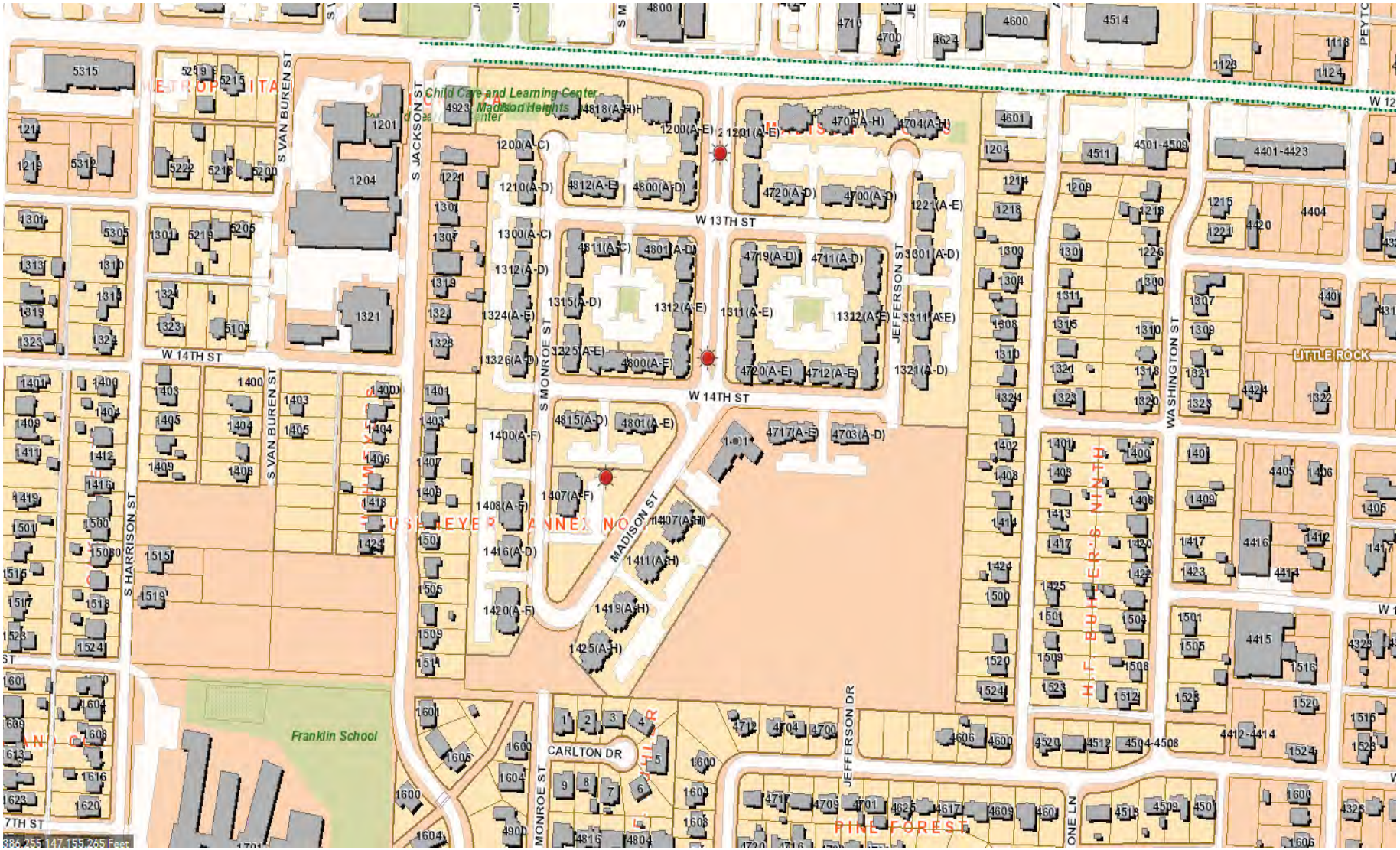
A. Property addresses
B. Property site maps

Madison Heights I	1401 Madison, Little Rock, AR 72204
Madison Heights II	1401 Madison, Little Rock, AR 72204

C. Link to Survey:

Madison Heights I	https://www.pagis.org/WebDocuments/ScannedPlats/299.PDF
Madison Heights II	https://www.pagis.org/WebDocuments/ScannedPlats/309.PDF

PAGIS MAP VIEW



Attachment C – Operating Budgets

Please follow the link:

RFP for Property Manager - Madison Budgets

Or send email requests to:

NJarmon@mhapha.org

Attachment D

HUD Safe Harbor Facts

§ 267.20 **Safe harbor** for certain foreign-related transactions.

View Text of § 267.20 Safe harbor for certain foreign-related transactions.

Title 24 Chapter II Part 267

Section 15G of the Exchange Act, the **safe harbor** described in paragraph (b) of this section

§ 75.13 Section 3 **safe harbor**.

Title 24 Part 75

(a) General. PHAs and other recipients will be considered to have complied with requirements in this part, in the absence of evidence to the contrary, if they: (1) Certify that they have followed the prioritization of effort in § 75.9; and (2) Meet or exceed

§ 75.23 Section 3 **safe harbor**.

Title 24 Part 75

(a) General. Recipients will be considered to have complied with requirements in this part, in the absence of evidence to the contrary if they: (1) Certify that they have followed the prioritization of effort in § 75.19; and (2) Meet or exceed the applicable

§ 905.610 Technical processing.

Title 24 Chapter IX Part 905

the other governmental assistance. (c) **Safe harbor** standards. For mixed-finance projects…control costs, HUD may make available **safe harbor** and maximum fee ranges for a number of…costs. If a project is at or below a **safe harbor** standard, no further review will be required

§ 203.19 Qualified mortgage.

Title 24 Chapter II Part 203

with HUD underwriting requirements. (3) **Safe harbor** qualified mortgage. (i) A mortgage for…Housing Act (12 U.S.C. 1701 et seq.) is a **safe harbor** qualified mortgage that meets the ability…points for a first-lien mortgage is a **safe harbor** qualified mortgage that meets the ability

§ 100.205 Design and construction requirements.

Title 24 Chapter I Part 100

following also qualify as HUD-recognized **safe harbors** for compliance with the Fair Housing…IBC Commentary. (3) HUD may propose **safe harbors** by Federal Register notification that…announcing **safe harbors** after considering public comments. Compliance with **safe harbors** established

§ 1005.449 Qualified mortgage.

Title 24 Chapter IX Part 1005

15 U.S.C. 1639c(b)(3)(ii), is afforded **safe harbor** as a qualified mortgage that meets the

§ 1007.80 Qualified mortgage.

Title 24 Chapter IX Part 1007

transactions exempted under § 203.19(c)(2), is a **safe harbor** qualified mortgage that meets the ability-to-repay

§ 201.7 Qualified mortgage.

Title 24 Chapter II Part 201

transactions exempted under § 203.19(c)(2), is a **safe harbor** qualified mortgage that meets the ability

§ 3280.4 Incorporation by reference.

Title 24 Chapter XX Part 3280

607(b). (p) ASTM, International,100 Barr **Harbor** Drive, West Conshohocken, PA 19428, (610)…Home Fire Test Methods to Judge the Fire-**Safe** Performance of Foam Plastic Sheathing and

§ 3280.4 Incorporation by reference.

Title 24 Chapter XX Part 3280

(n) ASTM, International (ASTM), 100 Barr **Harbor** Drive, West Conshohocken, PA 19428-2959;…Home Fire Test Methods to Judge the Fire-**Safe** Performance of Foam Plastic Sheathing and

Additional information is available upon request to customerservice@mhapha.org

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

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

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

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

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

7. Contract Award

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

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

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

(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:]

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

Table of Contents

1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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

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

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

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

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

[ ] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding $50,000)

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

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

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

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

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

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

4. Organizational Conflicts of Interest Certification

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

(a) Result in an unfair competitive advantage to the bidder; or,

(b) Impair the bidder's objectivity in performing the contract work.

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

5. Bidder's Certification of Eligibility

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

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

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

6. Minimum Bid Acceptance Period

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

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

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

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

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

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

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

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

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

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

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

(Check the block applicable to you)

[ ] Black Americans	[ ] Asian Pacific Americans
[ ] Hispanic Americans	[ ] Asian Indian Americans
[ ] Native Americans	[ ] Hasidic Jewish Americans

8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [ ] is, [ ] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) [ ] is, [ ] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

9. Certification of Eligibility Under the Davis-Bacon Act (applicable to construction contracts exceeding $2,000)

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

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

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

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

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

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

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

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

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

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

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

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

The bidder certifies that:

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

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

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

12. Previous Participation Certificate (applicable to construction and equipment contracts exceeding $50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate"

[ ] is, [ ] is not included with the bid.

13. Bidder's Signature

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

_____
(Signature and Date)

_____
(Typed or Printed Name)

_____
(Title)

_____
(Company Name)

(Company Address)

General Conditions for Non-Construction Contracts

Section II – (With Maintenance Work)

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

Applicability. This form HUD-5370C 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 905.200) 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 II – Labor Standard Provisions for all Maintenance Contracts greater than $2,000

1. Minimum Wages

(a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any additional classifications and wage rates approved by HUD under subparagraph 1(b), shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:

(1) The work to be performed by the classification required is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the industry; and

(3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.

(ii) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

2. Withholding of funds

The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Public Housing Agency or HUD may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

3. Records

(a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:

(i) Name, address and Social Security Number;
(ii) Correct work classification or classifications;
(iii) Hourly rate or rates of monetary wages paid;
(iv) Rate or rates of any fringe benefits provided;
(v) Number of daily and weekly hours worked;
(vi) Gross wages earned;
(vii) Any deductions made; and
(viii) Actual wages paid.

(b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

4. Apprentices and Trainees

(a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:

(i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of

Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice; A

(ii) trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or

(iii) A training/trainee program that has received prior approval by HUD.

(b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.

(c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.

(d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

(e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Disputes concerning labor standards

(a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).

(i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD). The HA

(ii) or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The Regional Labor

(iii) Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

(b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

6. Contract Work Hours and Safety Standards Act

The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

(a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any

subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to the District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

(c) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

7. Subcontracts

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in these clauses.

8. Non-Federal Prevailing Wage Rates

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or position employed under the Contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.

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

Certification of Payments to Influence Federal Transactions

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

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)

Conflict of Interest Certification

In accordance with 2 CFR 200.318(c)(1) and HUD Handbook 7460.8 REV 2, the undersigned hereby certifies the following:

1. Standards of Conduct

No employee, officer, agent, contractor, or subcontractor of Little Rock Housing Authority shall participate in the selection, award, or administration of any contract supported by federal funds if a real or apparent conflict of interest would be involved. A conflict of interest arises when any of the following has a financial or other interest in the firm selected for award:

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

2. Prohibition on Gratuities and Favors

Officers, employees, and agents of the Little Rock Housing Authority shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to subcontracts. Exceptions may be made only for unsolicited items of nominal value ($25.00) in accordance with written Housing Authority policy.

3. Disclosure Requirement

The Offeror/Contractor affirms that, to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to any HUD or Housing Authority employee, officer, or agent who has participated in the procurement process for this contract. The Offeror/Contractor further agrees to immediately disclose any potential conflicts of interest that may arise during the contract period.

Acknowledgment and Certification

I, the undersigned, hereby certify that I have read and understand the above Conflict of Interest Certification and agree to abide by its terms.

Signature: _____

Printed Name: _____

Title: _____

Organization: _____

Date: _____