

HARRIS COUNTY



REQUEST FOR APPLICATIONS (RFA) for Community Development Block Grant – Disaster Recovery Affordable Housing Preservation Program (AHPP)

RFA No. CSD 20/0211

RELEASE DATE: February 11, 2020

APPLICATIONS DUE: March 13, 2020 no later than 2:00 PM Central Time
No Exceptions.

QUESTIONS DUE DATE: February 24, 2020

OFFERORS' NOTE: Carefully read all instructions, requirements and specifications. Fill out all forms properly and completely. Offerors must submit hardcopy Applications by hand-delivering or mailing Applications to the address listed below.

**RESPONSE MUST SHOW THE RFA NUMBER, DESCRIPTION AND BE
MARKED "SEALED APPLICATION".**

RETURN PROPOSALS TO: Applications must be hand-delivered or mailed to:

**HARRIS COUNTY COMMUNITY SERVICES DEPARTMENT
8410 LANTERN POINT DRIVE
HOUSTON, TEXAS 77054**

**Contact: Richelle Henderson at richelle.henderson@csd.hctx.net or
832-927-4700**

COMPANY NAME	
TOTAL REQUESTED AMOUNT	\$

This RFA, supporting documentation, and any RFA addenda may be obtained from the Harris County Project Recovery website <https://harrisrecovery.org/> on the Affordable Housing Preservation Program Page.

Applicants are responsible for checking the Harris County Project Recovery website for any addenda to this RFA. Interested parties may email rfp@csd.hctx.net with the subject line “AHPP RFA” to request updates pertaining to this Request for Applications. Applicant’s failure to periodically check the Harris County Recovery website for updates will in no way release Applicant from addenda or additional information resulting in additional requirements of the Application.

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SECTION I. EXECUTIVE SUMMARY, DEFINITIONS, AND AUTHORITY

1.1 EXECUTIVE SUMMARY

The Texas General Land Office (GLO) has been awarded \$5 billion in Community Development Block Grant – Disaster Recovery (CDBG-DR) funds from the U.S. Department of Housing & Urban Development as a result of a presidentially declared disaster occurring in 2017. The GLO has allocated Harris County

approximately \$1.23 billion of which \$25,000,000 will be for the Affordable Housing Preservation Program administered by Harris County Community Services Department (HCCSD).

HCCSD requests applications from qualified and experienced private nonprofit organizations, for-profit entities, sole proprietors, public housing authorities and units of general local government to acquire, rehabilitate, and resell single-family homes, duplexes, condos and townhomes in compliance with local, Federal, and State statutory requirements for grants awarded under the United States Housing and Urban Development (“HUD”) Community Development Block Grant Disaster Recovery program (“CDBG-DR”). Applications will be reviewed, and awards will be issued on a first-in, first-awarded basis for eligible Applications as described in this Request for Applications (“RFA”).

Under this RFA, HCCSD is making available up to \$17,000,000 in CDBG-DR funds for the Affordable Housing Preservation Program (AHPP) to acquire, rehabilitate, and resell single-family homes, condos, townhomes and duplexes that are located:

1. Adjacent to thirteen (13) Harris County identified, buyout interest areas;
2. Harris County Target Areas; and/or
3. Harris County High Opportunity areas.

Based on a region-based needs assessment, HCCSD has identified the Harris County Buyout Interest areas, Harris County Target Areas, and/or Harris County High Opportunity areas for the administration of CDBG-DR funds. Maps of Interest Areas, Target Areas, or High Opportunity Areas will be provided by HCCSD upon request.

These projects will provide homeownership opportunities to purchasers with household incomes at or below 80% of Area Median Income. The AHPP is anticipated to assist 140 total households.

The ideal Applicant makes affordable housing or home improvement one of their primary purposes, which may be accomplished through acquisition of existing single-family homes, rehabilitation of homes, and reselling of homes to eligible households. Applicants must be capable of complying with all federal regulatory requirements and must develop homes that will contribute to neighborhood revitalization.

Applicants should understand and take into consideration that the program could be increased to serve additional recovery needs in the affected areas once Congress has approved additional allocations from the original appropriations of CDBG-DR funds. Harris County reserves the right to award multiple Recipients under this RFA.

Additional information about Harris County and its programs can be found at <https://harrisrecovery.org/>

1.2 DEFINITIONS

“Act” means Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. Sec. 5301 et seq.).

“Action Plan” means the *State of Texas Plan for Disaster Recovery: Hurricane Harvey – Round 1* dated April 6, 2018, and approved by HUD on June 25, 2018, as amended. The Action Plan can be found at <https://recovery.texas.gov/action-plans/hurricane-harvey/index.html>

“ADA” means the Americans with Disabilities Act.

“Addendum” means a written clarification or revision to the Request for Applications issued by the General

Land Office. Applicant must acknowledge receipt of any addenda in the submission of its Application.

“AFFH” or “Affirmatively Furthering Fair Housing” means the standard developed by the Department of Housing and Urban Development to assess whether programs implemented by grantees meet statutory obligations under the Fair Housing Act at 42 U.S.C. 3608.

“Affiliate” means any individual or entity that, directly or indirectly, is in control of, is controlled by, or is under common control with, Applicant. Applicant shall be deemed to control another entity if either possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other entity, whether through the ownership of voting securities, membership interests, by contract, or otherwise.

“AHPP” means the Harris County Affordable Housing Preservation Program described in the Action Plan.

“Affordability Period” means the five (5) year period, which begins on the date of closing when the home is sold to the beneficiary.

“AMFI” means Area Median Family Income.

“Applicant” means the entity responding to this RFA.

“Application” means the Applicant’s entire response to this RFA, including all documents requested in this RFA.

“CDBG-DR” means the Community Development Block Grant Disaster Recovery Program, as authorized under Title I of the Housing and Community Development Act of 1974, as amended.

“C.F.R.” means the Code of Federal Regulations (CFR), the codification of the general and permanent rules and regulations (sometimes called administrative law) published in the Federal Register by the executive departments and agencies of the federal government of the United States.

“Damage Assessment” means an inspection of the housing unit to document damages. The assessment by a certified or licensed inspector (HQS, TREC, IRCC or similar license) is required to specifically and clearly document property damage via photographic evidence and detailed narratives (see the GLO’s Damage Assessment Guidelines, found at www.texasrebuilds.org). Damage assessments must include final cost of repair estimates according to local code, HUD’s Housing Quality Standards, and mold remediation, to bring the home up to code at completion.

“Developer” is a for-profit or nonprofit entity receiving a housing rehabilitation grant or loan to develop, improve, or rehabilitate property it owns. Developers may receive funds from Harris County for the purpose of (1) acquiring homes and residential properties to rehabilitate for use or resale for residential purposes and (2) constructing new housing in connection with the redevelopment of demolished or vacant properties. HUD regulations treat developers as private entities entitled to benefit under 24 C.F.R. 570.202(b)(1). Note: Public nonprofits such as Housing Authorities or Redevelopment Authorities do not qualify as Developers and must be classified as Subrecipients, subject to all requirements of Subrecipients.

“Duplication of Benefits” refers to the Robert T. Stafford Disaster Assistance and Emergency Relief Act (Stafford Act) prohibits any person, business concern, or other entity from receiving financial assistance from CDBG-DR funding with respect to any part of a loss resulting from a major disaster as to which he/she has already received financial assistance under any other program or from insurance or any other source.

“GLO” means the Texas General Land Office.

“HOME” means HUD’s HOME Investment Partnerships Program.

“HUD” means the U.S. Department of Housing and Urban Development.

“HUD Minimum Property Standards” or “MPS” means the Minimum Property Standards (MPS) established in HUD Handbook 4910.1, as amended or superseded.

“LURA” means Land Use Restriction Agreement.

“Recipient” is an entity awarded as a result of this Request for Applications opportunity and will be classified as either a “Subrecipient” or a “Developer”.

“RFA” means Request for Applications.

“Service Area” means the affected regions eligible for funding through the Affordable Housing Preservation Program.

“State” means the State of Texas and any state agency; the GLO or state agency, and its officers, employees, or authorized agents.

“Subrecipient” is a public or private nonprofit agency, authority, organization, or-profit entity authorized under 24 C.F.R. 570.201(o) receiving CDBG or CDBG-DR funds from Harris County to undertake eligible activities. The term includes public agencies designated by a unit of general local government or a public non-profit such as a Housing Authority or Redevelopment Agency.

1.3 AUTHORITY

Harris County is authorized to make grant awards for the Affordable Housing Preservation Program pursuant to Texas Government Code Chapters 783 and 2105 in conjunction with the Housing and Community Development Act of 1974 (“Act”), the pertinent federal regulations at 24 C.F.R. 570.201(m) and 24 C.F.R. 570.202(b)(1), and as amended or waived by the applicable Federal Register Notices for this disaster. Grants shall be governed in accordance with 24 C.F.R. Part 570, Community Development Block Grants, 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and Chapter 783 of the Texas Government Code, Uniform Grant and Contract Management Act.

1.3.1 Grant Funding

- a. CDBG-DR funds are made available through the U.S. Department of Housing and Urban Development (HUD). Funds made available under this RFA have been set-aside solely for the Affordable Housing Preservation Program to restore, rebuild, or replace single-family homes damaged or destroyed in the Affected Area. CDBG-DR funds may be awarded for rehabilitation to single-family homes damaged or destroyed by Hurricane Harvey. Applications will be reviewed and awards will be issued on a first-in, first-awarded basis for eligible Applications as described in Section 2.2 and Section IV of this RFA.
- b. The total amount appropriated for the purposes of this RFA is \$17,000,000.00.
- c. Harris County Community Services Department will award grants directly to a Recipient or will award grants or subawards to other eligible entities.
- d. Award recipients may not proceed or allow a contractor to proceed with construction activities on any activity, project, or development funded by HCCSD without first receiving fully executed award documents and a notice to proceed from HCCSD.

- e. If applicable, third-party reports (e.g., property condition assessment and appraisal) will not be required until such time that an award is made. Applicant will then be issued a timeline to submit the required reports. Failure to submit the required reports according to the timeline provided may result in the award being canceled.

SECTION II. ADMINISTRATIVE INFORMATION

2.1 SCHEDULE OF EVENTS

EVENT	DATE/TIME
Issue Request for Applications	February 11, 2020
End of Questions	February 24, 2020 at 5:00 p.m. CT
Application Deadline for All Applications	March 13, at 2:00 p.m. CT

NOTE: Harris County reserves the right to modify these dates at any time prior to the deadline for submission of Applications upon notice posted on the Harris Project Recovery website.

2.2 INQUIRIES

2.2.1 Contact

All requests, questions, or other communications about this Application shall be made **in writing** via email to rfp@csd.hctx.net. Any questions regarding this RFA received via telephone or other means of communication will not be answered by HCCSD.

2.2.2 Clarifications

Harris County will allow written questions or requests for clarification of this RFA, which may be e-mailed to rfp@csd.hctx.net. Any requests for clarification regarding this RFA received via telephone or other means of communication will not receive a response from HCCSD.

Applicants' names and/or identifying information shall be removed from questions and requests in the responses released. Questions and requests for clarification shall be submitted in the following format. Submissions that deviate from this format may not be accepted:

- a. Subject Line: "Affordable Preservation Program RFA"
- b. Section number
- c. Paragraph number
- d. Page number
- e. Text of passage being questioned/requiring clarification
- f. Question/Request

2.2.3 Responses

All accepted questions or requests for clarifications will result in written responses posted to Harris County's Project Recovery Website at <https://harrisrecovery.org/> website in the form of an Addendum to the RFA. Questions or requests submitted by Friday at 5:00 p.m. CT of every week will receive responses through an Addendum. It is Applicant's responsibility to check the website for addenda.

2.3 APPLICATION RESPONSE COMPOSITION

2.3.1 General Requirements

Applicant shall complete and mail or hand-deliver the documents listed below (collectively, its Application) to:

Harris County CSD / Project Recovery - AHPP
8410 Lantern Point
Houston, TX 77054
c/o Richelle Henderson

Package must include 5 Hard copies with 2 flash drives – for any documents in Excel, **do not** convert to PDF

Email submission will not be accepted.

Applicant shall prepare a clear and concise Application that focuses on the instructions and requirements of the Request for Applications. Applicant is responsible for all costs related to the preparation of their Application. All Applications must be submitted with all necessary documentation, as described in this RFA and associated Application materials.

Any Applicant-added terms and conditions attached to an Application will not be considered unless specifically referred to in this RFA and may result in disqualification.

2.3.2 Application Contents

Complete Applications must contain the following:

- The documents requested in **Part 1** of the *Submission Checklist*, submitted as one Portable Document Format (.pdf) file:
 - **Attachment A**, AHPP Application
 - Narrative Application. Applicants must submit a Narrative Application as defined in Section 6.1. Narrative Application must include all documents and information cited in Section 6.1.
- The documents requested in **Part 2** of the *Submission Checklist*, submitted as one Portable Document Format (.pdf) file:
 - **Attachment B**, AHPP Summary Sources and Uses of Fund
 - **Attachment C**, Budget Summary

- Audit/Financial Statements
- The documents requested in **Part 3** of the *Submission Checklist*, submitted as one Portable Document Format (.pdf) file:
 - **Attachment D**, General Affirmations & Request for Applications Acceptance
 - **Attachment E**, Federal Assurances (Construction) and Certifications
 - **Attachment F**, Certification Regarding Lobbying
 - **Attachment G**, Section 3 Utilization Plan & Statement of Compliance

2.3.3 Application Format

Responses to each section and subsection shall be labeled clearly to indicate the item being addressed. Exceptions to this will be considered during the evaluation process. The Applications should be formatted using 12-point or larger font, except for charts, graphs, or other graphical representations of data.

Applicant must submit 5 hard copies with 2 flash drives – for any documents in Excel, **do not** convert PDF.

2.4 APPLICATION SUBMISSION AND DELIVERY

2.4.1 General Affirmations & Request for Applications Acceptance

Submission of an Application in response to this RFA shall constitute Applicant’s agreement to all terms and conditions specified in this RFA, including, but not limited to all attachments and terms and conditions from any Agreement resulting from this RFA.

2.4.2 Deadline

Application Deadlines under this Request for Applications shall be as follows:

- **Applications Due:** March 13, 2020 by 2:00 PM Central Time.

2.4.3 Labeling

Each Application submission shall include Applicant’s company name and the title of the document on the Application package, e.g., “**Applicant Name: Application under RFA No. X0015648-JC.**”

2.4.4 Delivery

Applicant shall complete and mail or hand-deliver the documents listed below (collectively, its Application) to:

Harris County CSD / Project Recovery - AHPP
 8410 Lantern Point
 Houston, TX 77054
 c/o Richelle Henderson

Package must include 5 hard copies with 2 flash drives – for any documents in Excel, **do not** convert to

PDF.

HCCSD shall not accept Applications submitted by any other means.

2.4.5 Withdrawals

Applications may be withdrawn by emailing the address listed in Section 3.4.3 above, provided such notice is received prior to the deadline for submission of Applications stated in Section 3.1 of this RFA.

2.5 ADMINISTRATIVE DEFICIENCIES

If an Application contains any administrative deficiencies which, in the determination of HCCSD staff, require clarification or correction of information submitted at the time of the submission, HCCSD staff may request clarification or correction of such administrative deficiencies. Because the reviews for prior development experience, eligibility, threshold criteria, and financial feasibility may occur separately, administrative deficiency requests may be made several times. HCCSD staff will request clarification or correction in a deficiency notice in the form of an email to the Applicant and one other party identified by the Applicant in the Application advising that such a request has been transmitted. If administrative deficiencies are not clarified or corrected to the satisfaction of the HCCSD by 5:00 p.m. on the third business day following the date of the deficiency notice, then the Application will be considered incomplete. If an Application is considered incomplete because administrative deficiencies are not adequately clarified or corrected by the Applicant, the Application will be penalized a day in submission for each full business day clarifications or corrections are not provided. The time period for responding to a deficiency notice begins at the start of the business day following the deficiency notice date. Deficiency notices may be sent to an Applicant prior to or after the end of the submission period

2.5.1 Informalities

HCCSD reserves the right to waive minor informalities and irregularities in any Application received.

2.5.2 Irregularities

Any irregularities or lack of clarity in this RFA should be brought to the attention of HCCSD via email at rfp@csd.hctx.net as soon as possible so that corrective addenda may be published.

2.5.3 Rejection

HCCSD reserves the right to reject any or all Application(s) received prior to funding award.

SECTION III. PROGRAM DESCRIPTION & SCOPE

3.1 AFFORDABLE HOUSING PRESERVATION PROGRAM (AHPP) DESCRIPTION

The AHPP will provide the county with additional quality, affordable homes. Properties purchased through this program will be rehabilitated for resale to qualified households. The selected Recipient under this Program will be required to:

- Acquire existing homes, rehabilitating the homes and reselling the homes to eligible households
- Provide eligible homebuyers referral to HUD qualified homebuyer education counseling

- Provide eligible buyers assistance to purchase the rehabilitated homes by way of a deferred forgivable loan

Assistance will include a reduction in the price of the home, closing costs, insurance premiums, home warranty and will be provided in the form of a deferred forgivable loan, secured by a second lien deed of trust with a five (5) year affordability period.

3.1.1 Program Goals

The AHPP Program goals include, but are not limited to, the following:

- To increase the amount of quality, affordable housing options in Harris County
- To provide relief for households that have been directly impacted by Hurricane Harvey or indirectly impacted due to the resulting housing shortage
- To provide decent, safe, and sanitary housing within Harris County through the acquisition and rehabilitation of existing homes.
- To help eligible households with homeownership opportunities and education

3.1.2 Eligible Projects

Eligible activities include those permissible under Section 105(a) of the Act and the federal regulations at 24 C.F.R. Part 570 which govern the repair and rehabilitation under the Affordable Housing Preservation Program in the Affected Area.

Eligible activities include the following:

- Rehabilitation of existing single-family homes (including condos, townhomes and duplexes)

Both activities listed above are considered “rehabilitation” for purposes of 24 C.F.R. 570.202(b)(1). Properties must be located within the boundaries of the Service.

Eligible projects must work to meet the needs identified and specific program requirements stated in the Harris County Supplemental Action Plan (SAP) for Hurricane Harvey Community Development Block Grant Disaster Recovery Funding (Round One) as approved by the Texas General Land Office. Harris County's SAP is located on HCCSD's website at <https://csd.harriscountytexas.gov/Pages/DisasterRecovery.aspx>

3.1.3 Properties Eligible for Purchase

Acquisition¹ of properties may include single-family homes, duplexes, condos and townhomes currently active for sale in the multiple listing service, for sale by owner, Bank REO properties, vacant, abandoned, foreclosed, or off market properties located within Harris County but outside of the City of Houston. Eligible Properties must be:

- Located within Harris County, Texas, including the 33 small cities, but outside of the City of Houston
 - Ideally located in the Service Areas – as defined below. Service Area maps will be provided by HCCSD upon request.

¹ Harris County shall retain the right to individually sign off on each acquisition by a Recipient.

- Single-family detached, Duplexes, Townhomes, and Condominiums

3.1.4 Properties Ineligible for Purchase

- Located within the city limits of Houston
- Located in the 100-year floodplain
- Manufactured or mobile homes

3.1.5 Service Area and Site Selection

Harris County's CDBG-DR service area includes 33 incorporated cities and unincorporated Harris County, excluding the City of Houston. CDBG-DR funded single-family homes for rehabilitation or repair must be located outside the City of Houston. Developments must be located in areas (a census block group) that comply with Affirmatively Furthering Fair Housing (AFFH) criteria set forth by the Texas General Land Office (GLO). Service Area maps will be provided by HCCSD upon request.

Harris County Supplemental Action Plan Proposed projects must work to meet the needs identified and specific program requirements stated in the Harris County Supplemental Action Plan (SAP) for Hurricane Harvey Community Development Block Grant Disaster Recovery Funding (Round One) as approved by the Texas General Land Office. Harris County's SAP is located on HCCSD's website at <https://csd.harriscountytexas.gov/Pages/DisasterRecovery.aspx>

In addition to the GLO's site criteria, Harris County encourages developments in High Opportunity Areas (as mapped by Harris County) and/or areas of documented revitalization efforts. Harris County has recently created eight (8) Concerted Revitalization Areas (CRAs) to support additional affordable housing development. See the map located at [https://csd.harriscountytexas.gov/Pages/ConcertedRevitalizationPlan\(CRA\).aspx](https://csd.harriscountytexas.gov/Pages/ConcertedRevitalizationPlan(CRA).aspx)

Neighborhood/Community Revitalization is demonstrated by other public and/or private investments in an area to improve the infrastructure, housing, public facilities, and/or provision of government services. Other High Priority areas are those with documented, high rental unit damage and undergoing buyouts which will permanently remove those units from the housing market.

3.1.6 Income Eligibility²

- Low & Moderate Income (LMI) – Household income must not exceed 80% AMI
- 100% of homebuyers assisted must be LMI
- Subsidy Calculator will be provided by HCCSD upon request.

3.1.7 Homeowner Applicant Eligibility Requirements

- Must be a United States citizen, or an eligible immigrant
- Property being purchased must be the principal residence of the applicant
- Household income cannot exceed 80% for LMI (1% - 80%).

² As defined by using Adjusted Gross Income (AGI) calculator tool to calculate income.

- Must be able to secure a first mortgage from a financial/mortgage institution as the first lien, or from another applicable lender
- Harris County Buyout Program participants may not be required to secure a first mortgage from a financial/mortgage institution

3.1.8 Program Benefits

The program provides financial assistance for eligible homebuyers in the form of a deferred forgivable loan. The loan does not require monthly payments and is forgiven if the home buyer resides in the home for five (5) years.

Assistance for LMI households (80% AMI) may include, but not be limited to:

- Reduction in sales price
- Closing Costs
- 1st year premium for flood & homeowners' insurance; and when applicable, windstorm insurance (if not covered by the homeowner's policy)
- Accessibility rehab (after transfer of ownership to buyer)
- One year of Home Warranty Coverage

3.2 SCOPE & OBJECTIVES

The scope of this project is to administer a full-service Affordable Housing Preservation Program for the Harris County Community Services Department. **All project activities and expenditure of CDBG-DR funds must be completed by October 31, 2023.** Upon award, HCCSD will provide a Recipient briefing to all awardees.

Award of funding will be at the sole discretion of Harris County Community Development Department. In order to be awarded funds, Applicants must demonstrate readiness to proceed, demonstrate the ability to proceed within the allotted timelines, offer the greatest overall financial benefit to Harris County (highest and best use of public funding, leveraging other funding sources), have demonstrated ability to comply with Federal, particularly CDBG-DR, State, and local regulations (including the Harris County Affordable Housing Design Standards) and requirements, and must have a successful track record of utilizing comparable federal funds and delivering a comparable scope of services on time.

The services required under this RFA will support the implementation and administration of the disaster recovery program described below. The selected Recipient (s) will work directly with the Harris County Community Services Department (HCCSD) in the implementation of acquiring, rehabilitating and reselling (to an eligible homebuyer) of up to 85 homes.

HCCSD reserves the right to directly administer any portion of program. Harris County will have the right to limit or expand the number of units for each selected Recipient (s) that have been selected to participate in the project. If deemed capable, certain Recipient (s) will be chosen to provide services in multiple areas. Acquired housing should be located within Harris County but outside of the City of Houston. The County will take full responsibility for internal monitoring of the program and performing internal audit functions in coordinating with the selected Recipient (s).

Recipients awarded pursuant to this RFA will be required to conduct the following activities in the furtherance

of the AHPP Program:

- Plan, direct and control all aspects of the operations of acquiring, rehabilitating and reselling single-family homes, duplexes, condos and townhomes
- Conduct outreach and market program including to underserved areas of the County
- Conduct targeted advertising campaigns to affirmatively market homes
- Acquire, accept and process applications for financial assistance
- Determine applicant's income eligibility (based on HUD income calculation methodology) and all other relevant eligibility for program.
- HCCSD will require developers to provide a listing of all inventory, which will be integrated into a master inventory list, and made available to all applicants.
- Determine homebuyer applicant's income eligibility (based on HUD income calculation methodology) and all other relevant eligibility for program.
- Provision of, or referral to, a HUD qualified Housing Counselor service
- Complete rehabilitation or repair activities for single-family homes, condos, townhomes and duplexes
- Report on all aspects of program activity
- Coordinate with outside stakeholders
- Provide all relevant documentation and data for AFFH to the Texas General Land Office (GLO).
- Calculate and sell at affordable housing price. Recipient will be required to coordinate with HCCSD on determination of affordable housing price per income level.
- Perform other duties as required to support the County in operating the program and complying with all federal, state, and local laws, regulations and contractual requirements

3.2.1 Project Schedule & Detailed Services

The desired project work schedule will have 3 phases and should occur as outlined below.

Phase 1: Program Set-up & Mobilization

Start-up of Operations to include, but not be limited to, the items needed to plan, mobilize and operate the AHPP. The selected Recipient must be ready to begin working within two (2) weeks after contract execution, must secure the necessary personnel, office supplies to staff and if necessary, operate intake service site. The primary office must be designed and equipped to assist homebuyers with applications and all program related work.

Specific tasks required of the selected Recipient shall include, but are not limited to, the following:

- Develop and implement an outreach, marketing and public education plan to promote the program to potential homebuyer applicants.
- Secure the necessary personnel, equipment and telecommunications services.
- Obtain secured access and train personnel on County maintained web-based application processing

and management information system.

- Establish documentation filing system.
- Enter into contracts, which may be subject to approval by the County, as required to operate the program.
- Make ready all paper forms and paper filing capacity for physical recordkeeping, with necessary protections of privacy.
- Review, recommend modifications, and implement program guidelines, operations policies and procedures.
- Employ Intake/Eligibility Specialists to guide and advise potential homebuyer applicants on program details and completion of applications and submission of required documentation; and meet and discuss housing options and application status with potential and enrolled homebuyer applicants.
- Develop and manage processes to protect against possible fraud, waste and mismanagement, and the protection of personally identifying information.
- Maintain the confidentiality of service participants as outlined in HCCSD policies and in federal and state law.

Phase 2: Program Activation

Full-scale Operations

The selected Recipient must be ready to advance to full-scale operations no later than 45 days after contract execution. The selected Recipient shall be responsible for certain program operations, intake services, and administration of other tasks and services listed below. Tasks during full scale operations include, but are not limited to, the items needed to operate the recovery program and support the County's team:

Program Management

- Program Outreach / Communication
- Marketing Real Property
- Monitoring and Compliance (QA/QC)
- Property Acquisition Pipeline Development
- Buyer Pipeline Development
- Property Disposition Pipeline Development
- Database /Systems Management
- Reporting & Trending
- File Maintenance
- Records Retention
- Financial Disbursements & Management

- Fraud, Waste & Abuse
- Complaints/Appeals

Launch Outreach, Marketing, and Communications Plan

- Publicize availability of Program via local media outlets, press releases, social media, public service announcements, informational pamphlets targeting individuals, groups and businesses.
- Update, modify and maintain outreach, marketing and public education plan developed during program ramp up to meet the needs of underserved areas of the County, and ensure eligible homebuyer applicants are aware of available resources.
- Develop and maintain content for public facing website including summarizing recovery program status. Include link to Harris County Recovery Website.
- Supplement and provide support to County’s point of contact for media inquiries.
- Provide support to County in responding to Freedom of Information Act requests for materials.
- Provide information in English and Spanish.
- Provide access to bilingual interpreters.
- Target audiences for this outreach will be tailored for the AHPP program. Generally, the target audience will include homeowners, renters, landowners, developers, and businesses in Harris County, excluding the City of Houston. Partners and advocates will conduct direct outreach and provide correct information to these eligible audiences.
- The following chart outlines the overarching communication and outreach strategy for the Project Recovery programs.

Audience	Influencers	Sustaining Tactics
Homeowners, renters, landowners	Media Friends and family of those living in identified areas Other local officials such as emergency managers Insurance agents Real estate agents Faith groups Social service agencies	Media relations through editorial board meetings with local press; distribution of press kits and follow up with key trusted local reporters Outreach to local television and radio stations to provide information on-air (PSA) Direct mailings to those in identified areas Presentations to local faith groups Open house or town hall meetings Meetings with insurance agents to provide information for distribution to customers Meetings with real estate agents to provide information for homeowners searching for new housing for relocation

		<p>Social media campaigns on platforms such as Twitter, Facebook, LinkedIn, and the CSD blog and/or widget to disseminate information and daily tips</p> <p>A user-friendly website that includes online application and information</p>
Local businesses, developers	<p>Chamber of Commerce</p> <p>Local officials, economic development authority</p> <p>Small Business Administration</p> <p>Developers</p>	<p>Media relations through editorial board meetings with local press; distribution of press kits and follow up with key trusted local reporters</p> <p>Outreach to local television and radio stations to provide information on-air (PSA)</p> <p>Direct mailings to those in identified areas</p> <p>Open house or town hall meetings</p> <p>Meetings with insurance agents to provide information for distribution to customers</p> <p>Meetings with real estate agents to provide information for homeowners searching for new housing for relocation</p> <p>Social media campaigns on platforms such as Twitter, Facebook, LinkedIn, and the CSD blog and/or widget to disseminate information and daily tips</p> <p>A user-friendly website that includes RFPs, applications, and information</p> <p>Outreach through Chambers of Commerce; speak regularly at meetings</p>

- j. Recipients will be required to engage in a multifaceted approach to marketing AHPP, which may include, but is not limited to, the following:
- i. Harris County Project Recovery (HCPR) website – [dhttps://harrisrecovery.org/](https://harrisrecovery.org/)
 - ii. Advertising on Social Media Platforms (Facebook, Twitter, Instagram)
 - iii. Virtual canvassing
 - iv. Door-to-door canvassing
 - v. Back-to-school fairs

- vi. Commodity fairs
- vii. Community meetings
- viii. Press releases
- ix. Partnering with Nonprofits
- x. Blog messages

Fair Housing and Affirmative Marketing

- a. Ensure that no person shall on the ground of race, color, national origin, religion, sex, sexual orientation, age, familial status, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under or be denied access to the Program.
- b. When necessary, make the program accessible to persons who are considered members of a protected class under the Fair Housing Act by holding informational meetings in buildings that are compliant with the Americans with Disabilities Act (ADA), provide sign language assistance when requested, and provide special assistance for those who are visually impaired when requested.
- c. Accept applications in person in multiple locations throughout Harris County.
- d. Advertise with the local media outlets, including newspapers and broadcast media, that provide unique access for persons who are considered members of a protected class under the Fair Housing Act.
- e. Include flyers in utility and tax bills advertising the Program.
- f. Reach out to public or non-profit organizations and hold/attend community meetings; and
- g. Other forms of outreach tailored to reaching the eligible population, including door-to-door outreach, and on the weekends, if necessary.
- h. Provide reasonable accommodations as needed to make the Program accessible to people with disabilities.
- i. Retain documentation of all marketing measures used, including copies of all advertisements and announcements that will be available for public viewing upon request.
- j. Use the Fair Housing logo in advertising, post Fair Housing posters and related information, and, in general, inform the public of its rights and obligations under Fair Housing regulations.
- k. Engage community members in areas throughout Harris County as well as those in potentially impacted, adjacent communities to gather stakeholder input, disseminate important program information, and to answer questions.
- l. Review and update all marketing materials periodically as needed and at a minimum annually. All information will be published in common languages predominantly used in the service area and target communities and will comply with the CSD Limited English Proficiency (LEP) policy.
- m. For the AFFH review, Recipients may be required to provide additional information.

Acquisition

Acquisitions must meet all applicable State and local housing quality standards and code requirements and housing quality standards in 24 C.F.R § 982.401.

All AHPP assisted property acquisitions must be voluntary acquisitions and not acquired through eminent domain.

- a. Property Identification
- b. Pipeline Development
- c. Feasibility Review
- d. Environmental Review
- e. Single-family owner / Landowner Notification
- f. Title Review (County Attorney)
- g. Work Write-Up & Cost Estimate
- h. Calculate Acquisition Cost
- i. Calculate Disposition Cost
- j. Negotiate Offer
- k. Survey
- l. Appraisal
- m. Insurance
- n. Warranty
- o. Consummation

Relocation Advisory Services

The acquisition of any property in this program cannot result in the displacement of the present tenant. Any property purchased through the AHPP must comply with the HUD Displacement, Relocation and Acquisition requirements as well as the Uniform Relocation Act.

- a. Seller must sign Notice to Seller of Real Property
- b. Relocation Benefits Package Orientation/Needs Determination
- c. Issue Notices
- d. Coordinate Move
- e. Execute Move
- f. Monitor Move
- g. Process invoices/reimbursements

Program Eligibility Determination

(Intake, Application Preparation, and Homebuyer Applicant Technical Assistance)

- a. Identify Eligible Buyers

- b. Schedule eligibility appointments with homebuyer applicants through eligibility specialist and other methods.
- c. Homebuyer intake, application preparation, qualification review, education, and homebuyer applicant technical assistance (as needed)
- d. Employ team of Intake Specialists to accept and review applications for assistance, interact with the public and homebuyer applicants to provide technical assistance on application completion.
- e. Setup and maintain application file and records system in coordination with the County procedures.
- f. Train staff on County provided data management system for application processing, documentation

Lending Eligibility (Loan Qualification & Approval)

- a. Provide or partner with organizations to provide HUD qualified Homebuyer Education (8 hours)
- b. Partner with CSD participating Lenders to establish pipeline of qualified buyers who meet program criteria
- c. Perform finance, citizenship and credit check to verify homebuyer applicant's identity, that there is no child support or property tax delinquency.
- d. Qualify based on Homebuyer's 1st lien mortgage payment should not exceed thirty-nine (39%) percent of the household's gross monthly income and the back-end ratio for the potential homebuyer should not exceed forty-two (42%) percent.

Rehabilitation of Properties

In general, eligible repair activities consist of the removal of deficiencies or health and safety hazards, improving energy efficiency, enhancing accessibility, remediating lead-based paint, and extending the useful life of the property. All improvements must be attached to the property and permanent in nature. When CDBG-DR funds are used for a rehabilitation development the entire unit must be brought up to the applicable property standards, pursuant to 24 C.F.R. § 92.251(a)(1). All deficiencies identified during inspection must be corrected.

Examples of eligible items may include but are not limited to foundation repair; electrical rewiring or repair; plumbing repair; roof replacement or repair; heating and cooling system installation or repair; window and door replacement; repair of structurally significant damaged wood; and floor coverings where they pose a hazard.

The selected Recipient(s) will be required to perform the following construction related activities:

- Contractor selection and contracting (if applicable)
- Inspections
- Work Write-up / Cost Estimate
- Rehabilitation
- Lead Abatement
- Accessibility
- Landscaping

- Asset Management

Construction codes shall be of the following: Federal, State, and local building codes, to include the most currently adopted codes, including the 2012 International Residential Building Code, Uniform Mechanical Code, and the Uniform Plumbing Code, (with City of Houston Amendments).

Compliance with local, state, and federal regulations and Requirements

Recipient will be required to follow the Harris County Project Recovery Program Guidelines, Minimum Acceptable Standards–Rehabilitation of Housing, Housing Construction and Inspection Services – Developer Specifications Manual, Harris County Affordable Housing Standards (*see* Attachment I), Harris County Minimum Property Standards (contained within the Harris County Affordable Housing Standards, Attachment I), and the Texas Government Code - Section 2306.514.

Recipient shall ensure all work is performed in accordance with applicable laws and codes, permitting and licensing requirements, and industry standards.

Home Purchase & Sales

- a. Sales-related tasks of pricing the home and making determinations about subsidy amounts, etc.
- b. Enter into purchase agreement with homebuyers.
- c. Recipient will engage in a multifaceted approach to market AHPP, including, but not limited to the following:
 - Harris County Project Recovery (HCPR) website – <https://harrisrecovery.org/>

Closing Coordination

- a. Notify and coordinate homebuyer applicants on final approval and transaction/loan closing.
- b. Collect documentation and prepare files for closing.
- c. Support and address questions and issues related to each homebuyer applicant’s closing.

Reporting

Summary reports of program projections and activities, formatted in accordance with Harris County requirements and timeframes, will include (but not be limited to) the following:

- a. Pipeline of eligible buyers
- b. Pipeline of eligible single-family properties
- c. Construction Projections, Status and Schedule (commenced, underway or complete)
- d. Construction Monitoring
- e. Amount of each expenditure and associated homebuyer applicant
- f. A narrative description of the specific activities performed, and results expressed in number of qualified buyers and housing units
- g. Location of homes
- h. Statement of accomplishments
- i. Issues tracker: low to high profile problems encountered, solutions developed, outstanding issues

- j. Incidences of Fraud, Waste or Abuse

Program Operations Support and Relationship Management

- a. Track homebuyer applicant and other program inquiries in the system of record, or through other methods.
- b. Coordinate outreach efforts and program marketing campaigns as required by the County.
- c. Provide written and electronic correspondence to all homebuyer applicants to relay status of their file at critical stages.
- d. Provide the County with support in the preparation of reports for County's monitoring agencies and HUD.

Compliance and Monitoring

- a. Conflict of Interest
- b. Section 3
- c. Davis-Bacon and Related Acts
- d. Program Income

Quality Assurance/Quality Control

- a. Provide routine quality checks of all operational/functional areas to ensure that Program performance standards are being met.
- b. Periodically review operational procedures to ensure that all procedures follow program guidelines and federal requirements. Update procedures as needed.
- c. Perform a comprehensive final review of all homebuyer applicant files. The file for each applicant must be reviewed for accuracy and completeness throughout process and prior to being archived.
- d. Submit file to electronic system of record as directed by Harris County.
- e. Report results to County on a routine basis.
- f. Mark homebuyer applicants' files according to required record retention policies.

Issue Tracking, Fraud, Waste and Abuse Coordination

- a. Provide mechanism for reporting of fraud, waste and abuse.
- b. Track reported issues and report to County on routine basis.
- c. Conduct ongoing coordination as needed for any reports of fraud, waste and abuse.

Phase 3: Demobilization and Program Close-out

The selected Recipient will be required to transition from full operations to program phase down and close-out. An on-going Phase Down plan should include continuously monitoring and assessing resources, processes and functions to maintain economics of scale to remain efficient.

- a. Coordinate program close-out with HCCSD and all stakeholders
- b. Develop final project outcome reports.

- c. Prepare final financial close-out processes to meet HCCSD, GLO, HUD requirements.
- d. Provide final documentation, data, files and reports on all activities, program income and accomplishments to prepare the program for audits and reviews.
- e. Prepare all documentation and confirm data files for close-out and retention.
- f. Assist County staff with close out files for all homebuyer applicants and real estate.
- g. Transition documents and data back to HCCSD and/or stakeholders
- h. Prepare and provide program close-out communications to all necessary stakeholders
- i. Provide historical testimony (as requested and appropriate).
- j. Provide all other documentation and certifications required by the contract and terms of the federal funding.

3.3 DELIVERABLES

In carrying out its services, selected Recipient may be required to prepare and provide “Deliverables”. Deliverables shall include all documents indicated in this Section and all additional deliverables as determined for this Project including but not limited to:

1. Bids, licenses, permits, dump tickets, invoices, manufacturer warrantee/ guarantee certificates, submittals and other rehabilitation related information.
2. Documentation must be maintained on the purchase, repair, management and disposition amounts of each property and the sources and uses of funds for each activity.
3. Program schedules to include:
 - a. Phasing of outreach and marketing operations
 - b. Acquisition/Réhabilitation projections, commencement dates, projected completion dates
 - c. Anticipated schedule for closings and occupancy of units
4. Acquisition of eligible single-family properties.
5. Rehabilitation of eligible single-family properties.
6. Sell all homes acquired and rehabbed
7. Program Income
8. Reports, which may include, but are not limited to:
 - Program Progress: Monthly reporting on program progress may be required by HCCSD. Recipient shall provide a narrative update on results of outreach to targeted businesses, businesses and their projects considered as loan candidates, and loans awarded.
 - Program-to-date Reports
 - Section 3 Reporting (for Recipient)
 - Section 3 Reporting (for any contractors with Section 3 Covered Contracts)

- Weekly Davis-Bacon Certified Payroll from all construction contractors (if applicable)
- A Final Performance Report and audit will be required prior to grant closeout

HCCSD reserves the right to reject any and all Deliverables which, in the sole judgment of the County: a) do not adequately represent the intended level of completion or standard of performance, b) do not include relevant information or data, c) do not comply with federal, state, local reporting requirements, or d) do not include all documents: (i) which are specified in this RFA (ii) which are reasonably necessary for the purpose for which HCCSD made this RFA or (iii) for which HCCSD intends to use the Deliverables.

3.4 RECIPIENT RESPONSIBILITIES & REQUIREMENTS

HCCSD anticipates the selected Recipient(s) will be responsible for the planning, management and execution of the full-service Affordable Housing Preservation Program operations which shall include, but are not limited to, the following broad services:

- Program Administration and Management
- Marketing / Outreach
- Property Acquisition
- Relocation Assistance
- Construction Management
- Interim Asset/Property Management
- Homebuyer Eligibility Determination
- Property Disposition
- Public Service (provision of or referral to HUD qualified housing counseling, legal counseling and/or other housing services)

Additional responsibilities of the selected Recipient shall be as follows:

- Design:
 - Recipient will be responsible for all aspects of the design for the rehabilitation or repair of single-family home.
 - Recipient is responsible for ensuring all design with regards to rehabilitation or repair of residential structures complies with all applicable codes and regulations.
 - Recipient is responsible for ensuring all affordable housing projects meet the Affordable Housing Standards, updated as of September 2019 (*see* Attachment I). Review of this document is critical to ensure compliance with project specifics.
- Professional Services:
 - Recipient will be required to provide all professional services necessary to implement the Project(s).
- Site Evaluation

- Acquisitions by Recipient shall be subject to approval by HCCSD. Recipient may not execute a purchase agreement for a property to be acquired and rehabilitated or contribute a Recipient-owned property to this program without first obtaining written approval by Harris County.
- Site conditions shall be evaluated through a physical site inspection by HCCSD or a third party designated by HCCSD. “Unacceptable” sites include, without limitation, those containing an immitigable environmental factor that may adversely affect the health and safety of the residents.
- No purchase contract shall be completed prior to the Affirmatively Furthering Fair Housing review.
- Environmental Review
 - Acquisitions by Recipient shall be subject to approval by HCCSD. Purchases will be subject to an environmental review as prescribed in 24 C.F.R. Parts 50 and 58.
 - Environmental review must be completed prior to any choice limiting activity with regards to the property.
 - No purchase contract shall be completed prior to the Environment Review.
 - The Environmental Review must be completed and approved prior to any funds being released.
- Construction:
 - Recipient will be solely responsible for ensuring completion of repair or rehabilitation of the approved single-family homes, condos, townhomes and duplexes.
 - Recipient should be familiar with specialty construction elements associated with historic properties, including coordination with Texas Historic Commission, other local commissions, historic districts, and stakeholders in other jurisdictions;
 - Recipient is responsible for ensuring all construction, rehabilitation or repair of residential structures complies with all applicable codes and regulations. Repairs and rehabilitation must be completed in a manner consistent with current local building codes, standards, applicable environmental planning and historic preservation (EHP) laws and regulations. Repairs and rehabilitation must be completed in accordance with 44 CFR § 206.117(b)(4)(iii), and taking into account the accessibility needs of the occupant.
 - When necessary, Recipient is responsible for ensuring repairs are performed for accessibility features and accessible routes guided by the Americans with Disabilities Act Accessibility Guidelines (ADAAG) and HUD Design Details for Accessible Disaster Relief Housing.
 - Recipient is responsible for providing documentation and tracking of construction progress.
- Permits/Approvals:
 - Recipient is responsible for ensuring all necessary bonding and insurance requirements are met.
 - Recipient is responsible for obtaining all permits and approvals necessary for construction of the Project, including zoning, entitlement and environmental approvals.
- Lifecycle Maintenance:
 - During the term while the Recipient owns the home, or until it is sold to a homebuyer, Recipient is responsible for maintenance.
 - Recipient will be responsible during the term of the Agreement for lifecycle maintenance, repairs and capital replacement necessary to sustain the approved single-family homes to the Minimum

Property Standards (contained within the Harris County Affordable Housing Standards, Attachment I) until the home is sold.

- Recipient shall be required to provide all interior and exterior, custodial, and site maintenance, and other necessary operation services for the single-family homes as defined in the Agreement until the home is sold.
- Meetings:
 - When necessary, Recipient shall meet with individual property owners to review the scope of work to be performed.
 - At the Director or a designated representative's request, Recipient shall attend mandatory meetings with the County or other interested parties designated by the authorized County personnel to discuss progress of any work awarded, or other matters relating to this RFA.

SECTION IV. FINANCING & PROJECT COSTS

4.1 FUNDING PARAMETERS

Awards under this program will be within these parameters:

- Projects requesting maximum grant amounts must meet most of the program priorities and have significant economic impact in the disaster-affected or adjacent communities.

4.2 COST LIMITS

All uses of funds are subject to the approval of HCCSD.

1. Cost Limits on Individual Units – The cost and assistance limits listed below are estimates. Cost limits shall apply to every unit assisted. Final cost limits are subject to negotiation prior to execution of final Funding Agreement:

<input type="checkbox"/>	Maximum expenditure per dwelling unit	\$180,000
<input type="checkbox"/>	Average expenditure per dwelling unit	\$150,000
<input type="checkbox"/>	Developer fee allowed per dwelling unit	Negotiable
<input type="checkbox"/>	Maximum subsidy per dwelling unit ³	\$50,000
<input type="checkbox"/>	Maximum assistance per buyer (closing cost, insurance, warranty and/or price reduction)	\$50,000

4.3 RECIPIENT EXPENDITURES

Expected costs associated with delivery of program:

³ This is the maximum amount of funds that Recipient may expend in excess of the sale price..

4.3.1 Property

- Prior approval of acquisitions: Recipient may not execute a purchase agreement for a property to be acquired and rehabilitated or contribute a Developer owned property to this program without first obtaining written approval by Commissioners Court. In addition, an Environmental Review and Affirmatively Furthering Fair Housing Review must have been completed and approved by Harris County prior to Recipient making any “choice-limiting action” such as purchasing real estate. Recipient will be required to provide all relevant documentation and data for AFFH to the Texas General Land Office.
- Accounting for expenditures: Recipient will account for total AHPP expenditures per home. When an AHPP home is completed, Recipient will provide Harris County with a complete accounting of all expenditures for that home.
- Maximum Expenditure per dwelling unit: Recipient may spend no more than \$50,000 on repairs on any single dwelling unit, unless Harris County gives written approval for an additional amount due to the strategic value of a property or unforeseen costs that were beyond the control of the Recipient.
- Average expenditure per dwelling unit: The average expenditure per dwelling unit should not exceed \$35,000.

4.3.2 Buyer

- Maximum subsidy per income eligible household is \$50,000 and based on need. Funds may be used for closing costs, reduction in sales price, one year of premium for hazard insurance and flood insurance, one year of home warranty coverage, and accessibility rehabilitation (after transfer of ownership to buyer, if necessary).

4.3.3 Project Costs

Recipient(s) will carry out AHPP activities utilizing a not to exceed amount of \$17,000,000 financed by Harris County Community Services Department. Project costs are eligible as part of each completed project or activity. Examples are the costs for preparation of rehabilitation work specifications, appraisals, architectural or engineering services, surveys, securing property (locks/fencing). Property inspections, title search, environmental assessments, labor standards compliance, attending pre-construction conferences, attorney fees for preparing or reviewing contract documents or property acquisitions activities, utility connections, property taxes, and Homeowner Association fees.

4.4 DEVELOPER FEE

Should a Recipient be classified as a Developer, the allowed developer fee is to be calculated as a percentage of total development cost. Developer fee and pay schedule of developer fee are negotiable. **Proposed developer fee and payment schedule should be reflected in Applicant’s submittal.**

4.5 PROGRAM INCOME

Any entity awarded AHPP funds by HCCSD is required to immediately remit any and all program income from AHPP assisted activities to HCCSD.

Program income is defined as the net income derived from the sale of program assets that exceeds \$35,000 in the aggregate, in a single fiscal year, received by the subrecipient and directly generated from the use of housing

CDBG-DR funds.

4.6 OPTIONAL / VALUE-ADD SERVICES

Recipient may propose optional or value-added products/services related to the scope of services described in this RFA by identifying other items not identified by Harris County in this RFA.

SECTION V. EVALUATION & AWARD

5.1 APPLICANT ELIGIBILITY

5.1.1 Eligible Applicants

Applicants eligible for funding under this RFA include qualified nonprofit organizations, for-profit entities, sole proprietors, public housing authorities and units of general local government. Private owners/developers must be either the current owner of the property or, at the time of submission of its Application, have a binding contract to purchase the property and the seller must have been the owner of record at the time of the disaster. If funds will be requested for acquisition, an “as is” appraisal will be required during the due diligence period between the date the commitment letter is issued and when the actual closing takes place.

Public Housing Authorities and Units of Local Government will be considered “Subrecipients” rather than “Developers”, pursuant to the “Subrecipient” definition under 24 CFR § 570.500.

Harris County shall not enter into any contract with any Applicant which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, “Debarment and Suspension”. Prior to the expenditure of any funds, HCCSD shall also review any state and local debarment lists, as applicable. Eligible Applicants must not be debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs, including but not limited to the following:

- Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE);
- U.S. General Services Administration (GSA) – Excluded Parties List System (EPLS);
- Government Terrorist Watch List (OFAC / Patriot Act) - <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>
- Department of Commerce, Bureau of Industry and Security, Denied Persons List; and
- Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted.

5.1.2 Ineligible Applicants

The following violations will cause an Applicant and any Application they have submitted to be deemed ineligible:

- a. The Applicant is an administrator of a previously funded Contract for which Harris County funds have been partially or fully de-obligated due to failure to meet contractual obligations during the 12 months prior to Application submission date, unless the de-obligation was voluntary and approved by Harris County prior to the Funding Agreement term expiration date or the de-obligated amounts were excess funds remaining on a completed Contract;

- b. The Applicant has failed to submit a response to provide an explanation, evidence of corrective action or a payment of disallowed costs or fees as a result of a monitoring review;
- c. The Applicant has failed to make timely payment or is delinquent on any loans or fee commitments made with HCCSD on the date of the Application submission;
- d. The Applicant has been or is barred, suspended, or terminated from procurement in a state or federal program or listed in the List of Parties Excluded from Federal Procurement or Non-Procurement Programs;
- e. The Applicant, at the time of Application submission, is subject to an enforcement or disciplinary action under state or federal securities law or by the Financial Industry Regulatory Authority (FINRA); subject to a federal tax lien; and/or is the subject of an enforcement proceeding with any governmental entity;
- f. The Applicant has excessive omissions of documentation from the Application submission or the threshold criteria, or the Application documentation is so unclear, disjointed, or incomplete that a thorough review cannot reasonably be performed by HCCSD, as determined by HCCSD;
- g. The Applicant has any open Harris County, GLO, or HUD audit finding or concern and has not submitted a response to satisfactorily resolve the finding or concern to Harris County in a satisfactory format on or before the Application submission date;
- h. The Applicant or a person that has Controlling ownership interest in the Applicant's organization and is active in the ownership or control of one or more other rent restricted rental housing properties in the state of Texas administered by an agency of the State of Texas is in material noncompliance with a LURA;
- i. Any Application that includes financial participation by a person who, during the five-year period preceding the date of the bid or award, has been convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery efforts as a result of previous hurricanes or any other disaster occurring after September 25, 2012, or was assessed a federal civil or administrative penalty in relation to such a contract.

5.2 APPLICANT MINIMUM QUALIFICATIONS

The selected Applicant(s) will be required to have and must demonstrate:

- Successful experience in executing multiple engagements involving rapid start-ups to implement business or governmental activities with annual expenditures in excess of \$5 million;
- Experience managing single-family housing acquisition, repair, rehab, down payment assistance, scattered site property management and or disposition programs (in a Presidentially Declared Disaster area preferred);
- Experience working with Community Development Block Grant Disaster Recovery Funds, U.S. Department of Housing and Urban Development and Federal Emergency Management Administration programs and requirements regarding disaster recovery;
- Demonstrated capacity to manage and maintain large volumes of documentation & phone inquiries

- Demonstrated capacity to adhere best practices and requirements regarding Personally Identifiable information and confidentiality of participant information.
- Experience in implementing and managing a Neighborhood Stabilization and/or similar property acquisition/disposition Program.
- Demonstrated experience in verifying income using definitions and standards in compliance with Adjusted Gross Income (AGI) methodology.
- Experience of program staff and for the organization as a whole to work on this project in real estate sales, title, appraisal, inspections, relocation, rehabilitation, marketing and or closing experience.
- Comprehensive understanding of the Uniform Relocation Act (URA) and Harris County’s Relocation Assistance regulations.
- Capacity to immediately deploy sufficient qualified personnel to complete Phase 1 (Start-up) successfully.
- Sufficient human resources to recruit the staff described to perform the work as outlined.
- Demonstrated financial capacity to carry out the Program.
- Experience in use of prime contractors and subcontractors.
- Experience in conducting outreach to and contracting with MWBE and Section 3 businesses and/or workforce.
- Evidence of good standing with Harris County and have a Federal Employer Identification Number/Tax Identification Number/DUNS Number.
- Documentation of site control of proposed properties or developments, or the ability to provide documentation of site control of acquired properties. Documentation may include a deed of trust or agreement of sale.
- List the Applicant’s qualifications and experience for the organization as a whole and for the responsible staff member(s) proposed to be involved in the performance of the Funding Agreement.
- Adequate insurance coverage (consistent with Harris County requirements) including:
 - General liability;
 - Automobile liability; and
 - Workers’ compensation and employer’s liability.
- Compliance with federal and state employment law as it pertains to undocumented workers.
- Ability to comply with local, state, and federal laws and regulations as may pertain to the Program.

5.3 EVALUATION CONSIDERATIONS

5.3.1 Financial Evaluation

A Funding Agreement issued pursuant to this RFA will be contingent on financial feasibility. In determining an appropriate level of CDBG-DR funds, HCCSD shall, at a minimum, evaluate the estimated

cost of repairs needed by the development based on insurance estimates from the development owner's insurer, and if applicable verifiable estimates from reputable contractors.

HCCSD shall evaluate acceptable cost parameters as evidenced in the third-party verified scope of work or property condition assessment.

HCCSD may decline to consider any Application if the proposed activities do not, in HCCSD's sole determination, represent a prudent use of CDBG-DR funds. HCCSD is not obligated to proceed with any action pertaining to any Applications which are received and may decide it is in HCCSD's best interest to refrain from pursuing any selection process. HCCSD reserves the right to negotiate individual elements of any Application.

5.3.2 Project Criteria

Applications for rehabilitation will be required to demonstrate at least one of the following:

- Maximize Development in High Opportunity Areas – Development located entirely in a census tract that has a poverty rate of less than 25%, and a minority concentration of less than or equal to 65%. HCCSD shall provide Maps of High Opportunity Areas upon request.
- The LMI Requirement – 100% of the units to serve low- to moderate-income families earning 80 percent or less of AMFI.

5.3.3 Project Evaluation

Harris County will not only assess projects and consider a proposed project's ability to replace or repair lost units, but will also seek to invest CDBG-DR funds into projects that promise to mitigate damage from a wide range of future disaster types and create a more resilient housing stock and community.

5.4 FUNDING AGREEMENTS

It is the intent of HCCSD to award multiple Funding Agreements under this RFA. An award notice will be sent to the selected Applicants. Any award is contingent upon the successful negotiation of final contract terms and upon approval of the Commissioners Court. Negotiations shall be confidential and not subject to disclosure to competing Applicants unless and until an agreement is reached. If grant award contract negotiations cannot be concluded successfully, HCCSD, upon written notice the unsuccessful Applicant(s), may negotiate a contract with the next prioritized Applicant or may withdraw this RFA.

Any activity funded under this RFA will be governed by a written grant Funding Agreement that identifies the terms and conditions for the awarded funds. The Agreement will not be effective until executed by all parties to the Funding Agreement. Any amendments must be in writing and are subject to the requirements of local, Federal, and State statutory requirements for grants awarded under the HUD CDBG-DR program.

NOTE: Applications are subject to the Texas Public Information Act, Chapter 552 of the Texas Government Code, and will be withheld from or released to the public only in accordance therewith.

SECTION VI. REQUIRED APPLICANT INFORMATION

6.1 NARRATIVE APPLICATION

In addition to the one (1) page AHPP Application Form, Applicant must submit a Narrative Application which provides satisfactory evidence of its ability to manage and coordinate the types of activities described in this

RFA and to produce the specified products or services on time. Narrative Applications that appear unrealistic in terms of technical commitment, show a lack of technical competence, or indicate a failure to comprehend the risk and complexity of a potential project may be rejected.

In accordance with these requirements, Applicant shall provide the following information:

6.1.1 Statement of Minimum Qualifications (1-page maximum)

Provide a brief statement explaining how Applicant meets the Minimum Qualifications defined in Section 5.2.

6.1.2 Project Narrative

Provide a brief narrative explaining the proposed project(s).

6.1.3 Company Narrative

Provide a brief narrative explaining why Applicant is qualified to meet the goals of the Program, focusing on the company's key strengths and competitive advantages.

6.1.4 Company Profile

Provide a company profile to include:

- The company ownership structure (e.g., corporation, partnership, LLC, sole proprietorship, etc.), including any wholly owned subsidiaries, affiliated companies, or joint ventures. Applicant may provide this information in a narrative and/or as a graphical representation. If Applicant is an Affiliate of, or has a joint venture or strategic alliance with, another company, please identify the percentage of ownership and the percentage of the parent's ownership. Finally, please provide your proposed operating structure for the services requested under this RFA and which entities (i.e. parent company, Affiliate, Joint Venture, subcontractor) will be performing them;
- Articles of Incorporation, if applicable;
- 501(cs)(3) Documentation (if applicable);
- The year the company was founded and/or legally organized. If organized as a business entity other than a sole proprietorship (e.g., corporation, LLC, LLP, etc.), please indicate the type of entity, the state under whose laws the company is organized and the date of organization;
- The location of your company headquarters and any field office(s) that may provide services for any resulting contract under this Request for Applications, including subcontractors;
- The number of employees in your company, both locally and nationally, and the location(s) from which employees may be assigned, excluding subcontractors;
- An organizational chart;
- The name, title, mailing address, e-mail address, and telephone number of Applicant's point of contact for any resulting grant or subaward under this RFA; and
- Indicate whether your company has ever been engaged under a contract by Harris County or any Texas government agency. If "Yes," specify when, for what duties, and for which agency.

NOTE: An Applicant that is not organized under the laws of the state of Texas must register with the

Texas Secretary of State before it may transact business in Texas. Applicant must provide proof of registration before HCCSD may award a Funding Agreement under this RFA.

6.1.5 Key Staffing Profile

Applicant must provide a key staffing profile and résumés for staff that will be responsible for the performance of the activities requested under this RFA.

6.1.6 References

Applicant shall provide a minimum of three non-Harris County references for projects of similar type and size performed within the last three years, preferably for state and/or local government entities. HCCSD reserves the right to check references prior to award. Any negative responses received may be grounds for disqualification of the Application.

Applicant must verify current contacts. Information provided shall include:

- Client name;
- Project description;
- Total dollar amount of project;
- Key staff assigned to the referenced project that will be designated for work under this RFA; and
- Client project manager name, telephone number, and e-mail address.

HCCSD checks references by e-mail. Applicants who do not provide accurate e-mail addresses waive the right to have those references considered in the evaluation of their Applications.

6.1.7 Litigation History

Applicant must provide a complete disclosure of any actual or alleged breaches of contract it has engaged in. In addition, Applicant must disclose any civil or criminal litigation or investigation pending at any time during the last three years that involves Applicant or in which Applicant has been judged guilty or liable. For each instance of litigation or investigation, Applicant shall list: basic case information (e.g., cause number/case number, venue information, names of parties, name of investigating entity); a description of claims alleged by or against Applicant or its parent, subsidiary, or other affiliate; for each resolved case, a description of the disposition of Applicant's involvement (e.g., settled, dismissed, judgment entered, etc.).

Failure to comply with the terms of this provision may disqualify any Applicant. Applications may be rejected based upon Applicant's prior history with Harris County or with any other party that demonstrates, without limitation, unsatisfactory performance, adversarial or contentious demeanor, or significant failure(s) to meet contractual obligations.

If Applicant has no litigation history, as described, Applicant shall so indicate.

6.1.8 Anti-Displacement and Relocation Assistance Plan

A plan for residential anti-displacement and relocation must be documented or submitted with the application if the Applicant is a unit of local government.⁴ Once CDBG-DR funds are awarded, Applicants shall be required to have a plan to minimize residential displacement and to provide relocation assistance

⁴ If the applicant is a unit of local government, it shall be classified as a Subrecipient, not a Developer.

to displaced residents in a timely manner. Compliance with the plan must be documented, including the information made public and the means used to make it public.

6.1.9 Conflicts

Applicant must disclose any potential conflict of interest it may have in providing the services described in this Request for Applications, including all existing or prior arrangements. Please include any activities of affiliated or parent organizations and individuals who may be assigned to manage this account.

If Applicant has no conflicts, Applicant shall so indicate.

6.2 FINANCIAL INFORMATION

6.2.1 AHPP Summary Sources and Uses of Funds

Applicant must complete and submit **Attachment B**, AHPP Summary Sources and Uses of Funds.

6.2.2 Budget Summary

Applicant must complete and submit **Attachment C**, Budget Summary.

6.2.3 Annual Audit / Financial Report

If Applicant is an entity that is required to prepare audited financial statements, Applicant shall submit an Annual Audit or Financial Report with its Application that includes:

- Last two (2) years of audited accrual-basis financial statements, including an income statement, cash flow statement, and balance sheet;
- If applicable, last two (2) years of consolidated statements for any holding companies or affiliates;
- An audited or un-audited accrual-basis financial statement of the most recent quarter of operation; and
- A full disclosure of any events, liabilities, or contingent liabilities that could affect Applicant's financial ability to perform this contract.

If Applicant is a privately-owned entity or sole proprietorship for which audited financial statements are not required, Applicant shall submit an annual report with its Application that includes:

- Last two (2) years of un-audited accrual-basis financial statements, including an income statement, cash flow statement, and balance sheet;
- An audited or un-audited accrual-basis financial statement of the most recent quarter of operation; and
- A full disclosure of any events, liabilities, or contingent liabilities that could affect Applicant's financial ability to perform this contract.

OR

- Other financial information sufficient for HCCSD, in its sole judgement, to determine if Applicant is financially solvent and adequately capitalized.

6.3 COMPLIANCE AFFIRMATIONS, ASSURANCES, AND ACKNOWLEDGEMENTS

6.3.1 General Affirmations & Request for Applications Acceptance

Applicant must complete and submit **Attachment D**, General Affirmations & Request for Applications Acceptance.

6.3.2 Federal Assurances (Construction) and Certifications

Applicant must complete and submit **Attachment E**, Federal Assurances (Construction) and Certifications.

6.3.3 Certification Regarding Lobbying

Applicant must complete and submit **Attachment F**, Certification Regarding Lobbying.

6.3.4 Section 3 Utilization Plan & Statement of Compliance

Applicant must complete and submit **Attachment G**, Section 3 Utilization Plan & Statement of Compliance.

SECTION VII. TERMS, CONDITIONS, AND EXCEPTIONS

7.1 GENERAL CONDITIONS

ARTICLE 1. AMENDMENT

HCCSD reserves the right to alter, amend, or modify any provision of this Request for Applications, or to withdraw this Request for Applications, at any time prior to the award, if it is in the best interest of the County.

ARTICLE 2. GRANT AWARD RESPONSIBILITY

Recipient shall be solely responsible for the performance of all contractual obligations that may result from a grant award or subaward based on this RFA. Recipient shall not be relieved of its obligations for any nonperformance by its contractors or subcontractors.

ARTICLE 3. INDEMNIFICATION

The provisions of this Article shall survive the termination of any Agreement executed as a result of this RFA, howsoever caused, and no payment, partial payment, or acceptance of occupancy in whole or part of the Work shall waive or release any of the provisions of this Article.

A. RECIPIENT SHALL HOLD HARMLESS THE COUNTY, ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUCCESSORS, ASSIGNEES, AND/OR DESIGNEES (“INDEMNIFIED PARTIES”) FROM AND AGAINST ALL THIRD-PARTY CLAIMS AND LIABILITY TO THIRD PARTIES DUE TO ACTIVITIES OF THE RECIPIENT, ITS AGENTS, EMPLOYEES, CONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS PERFORMED UNDER THIS CONTRACT AND WHICH RESULT FROM ANY NEGLIGENT ACT, ERROR, OR OMISSION; INTENTIONAL TORT; INTELLECTUAL PROPERTY INFRINGEMENT, UNLESS ARISING FROM A PRODUCT, SYSTEM, OR PROCESS SPECIFIED BY THE COUNTY OR ITS ARCHITECT/ENGINEER; OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER, UNLESS ATTRIBUTABLE TO COUNTY’S FAILURE TO FULFILL ITS PAYMENT

OBLIGATIONS AS TO UNDISPUTED AMOUNTS; OR RECIPIENT WASTE, FRAUD, OR ABUSE AS DEFINED BY THE ARRA; COMMITTED BY THE RECIPIENT OR BY ANY PERSON EMPLOYED BY THE RECIPIENT, OR THE RECIPIENT'S AGENT, SUBCONTRACTOR, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE RECIPIENT EXERCISES CONTROL.

B. RECIPIENT SHALL ALSO HOLD HARMLESS THE INDEMNIFIED PARTIES FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES WHICH MIGHT BE INCURRED BY THE INDEMNIFIED PARTIES, IN LITIGATION OR OTHERWISE RESISTING SAID CLAIMS OR LIABILITIES WHICH MIGHT BE IMPOSED ON THE INDEMNIFIED PARTIES AS THE RESULT OF SUCH ACTIVITIES BY THE RECIPIENT, ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE RECIPIENT EXERCISES CONTROL, PROVIDED THAT, FOR PURPOSES OF THIS PARAGRAPH, THE TERMS "THIRD PARTY" AND "THIRD PARTIES" SHALL INCLUDE RECIPIENT'S OFFICERS, AGENTS AND EMPLOYEES.

C. RECIPIENT SHALL SAVE HARMLESS THE INDEMNIFIED PARTIES FROM ALL DAMAGES, EXPENSES, SUITS, ACTIONS AND CLAIMS OF EVERY KIND AND CHARACTER WHATSOEVER (EXCLUDING DAMAGE TO THE WORK ITSELF AND THE COUNTY'S EXISTING PROPERTY AND FACILITIES) WHICH THE INDEMNIFIED PARTIES MAY SUFFER DIRECTLY AS A RESULT OF RECIPIENT'S NON-PERFORMANCE OF THE AGREEMENT, PROVIDED THAT RECIPIENT SHALL IN NO EVENT BE LIABLE FOR CONSEQUENTIAL OR INDIRECT DAMAGES SUFFERED BY THE INDEMNIFIED PARTIES SUCH AS DAMAGES FOR LOSS OF USE, LOSS OF REVENUE, AND LOSS OF PROFITS.

D. RECIPIENT SHALL ALSO SAVE HARMLESS AND INDEMNIFY THE INDEMNIFIED PARTIES FROM ALL DAMAGES, EXPENSES, SUITS, ACTIONS AND CLAIMS OF EVERY KIND AND CHARACTER WHATSOEVER WHICH THE INDEMNIFIED PARTIES MAY SUFFER DIRECTLY DUE TO ANY BANKRUPTCY, STATE OR FEDERAL TAX LEVIES OR LIENS, OR OTHER SIMILAR LEGAL PROCEEDINGS AFFECTING THE RECIPIENT, IN WHICH THE INDEMNIFIED PARTIES MAY BECOME IN ANY WAY INVOLVED, WHETHER RELATED TO THE AGREEMENT AND/OR RECIPIENT'S PERFORMANCE OR NON-PERFORMANCE UNDER THE AGREEMENT.

E. THE RECIPIENT IS ASSUMED TO BE FAMILIAR WITH AND AT ALL TIMES SHALL OBSERVE AND COMPLY WITH ALL FEDERAL, STATE, COUNTY AND CITY LAWS, ORDINANCES AND REGULATIONS IN ANY MANNER AFFECTING THE CONDUCT OF THE WORK, AND SHALL INDEMNIFY AND SAVE HARMLESS THE INDEMNIFIED PARTIES AGAINST ANY CLAIM ARISING FROM THE VIOLATION OF, OR FAILURE TO COMPLY WITH ANY SUCH LAWS, ORDINANCES, OR REGULATIONS, BY THE RECIPIENT OR ITS EMPLOYEES, AGENTS, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE RECIPIENT EXERCISES CONTROL, EXCEPT TO THE EXTENT SUCH VIOLATION OR FAILURE IS ATTRIBUTABLE TO COMPLIANCE WITH THE FUNDING AGREEMENT DOCUMENTS FURNISHED BY THE COUNTY.

F. RECIPIENT SHALL INDEMNIFY AND SAVE HARMLESS THE INDEMNIFIED PARTIES FROM ALL CLAIMS GROWING OUT OF THE LAWFUL DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN AND FURNISHERS OF MACHINERY

AND PARTS THEREOF, EQUIPMENT, POWER TOOLS AND ALL SUPPLIES, INCLUDING COMMISSARY, INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THE WORK UNDER THIS CONTRACT, EXCEPT TO THE EXTENT THAT SAID CLAIMS OR DEMANDS ARE CAUSED BY THE ACTS OR OMISSIONS OF THE COUNTY, ITS EMPLOYEES OR AGENTS. WHEN SO DESIRED BY THE INDEMNIFIED PARTIES, RECIPIENT SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREIN ABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED.

G. PROVIDED THAT RECIPIENT HAS BEEN PAID ALL UNDISPUTED AMOUNTS DUE FOR THE MATTER THAT IS THE SUBJECT OF THE LIEN, RECIPIENT SHALL INDEMNIFY AND HOLD HARMLESS THE INDEMNIFIED PARTIES FROM ALL LIENS AND OTHER ENCUMBRANCES AGAINST THE PORTIONS OF THE WORK AND ANY CLAIMS OR ACTIONS ON ACCOUNT OF DEBTS OR CLAIMS WITH RESPECT TO THE WORK ALLEGED TO BE PERFORMED BY THE RECIPIENT OR ITS PRIME CONTRACTORS OR SUBCONTRACTORS OR SUPPLIERS TO ANY PERSON, AND WILL DEFEND ANY CLAIM OR LITIGATION IN CONNECTION THEREWITH TO THE FULL EXTENT OF SUCH PAYMENT. RECIPIENT MAY, IN LIEU OF INDEMNIFICATION AGAINST A LIEN, AGREE TO BOND OR DISCHARGE A LIEN, AND DULY BOND OR DISCHARGE THE LIEN.

H. RECIPIENT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE INDEMNIFIED PARTIES FROM ANY AND ALL THIRD PARTY CLAIMS FOR DAMAGES, LIABILITIES AND EXPENSES (INCLUDING, WITHOUT LIMITATION ATTORNEYS' FEES) FOR INJURY TO OR DEATH OF ANY PERSON OR FOR DAMAGE TO OR DESTRUCTION OF ANY THIRD PARTY PROPERTY RESULTING DIRECTLY FROM ANY AND ALL ACTS OR OMISSIONS OF RECIPIENT AND ANY SUBCONTRACTOR OR ANYONE EMPLOYED BY OR AFFILIATED WITH ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, PROVIDED THAT, FOR PURPOSES OF THIS PARAGRAPH, THE TERM "THIRD PARTY" SHALL INCLUDE RECIPIENT'S OFFICERS, AGENTS AND EMPLOYEES.

I. WITH THE EXCEPTION OF ANY EQUIPMENT, MATERIALS OR SUPPLIES PRE-IDENTIFIED IN WRITING BY RECIPIENT AS POTENTIALLY DEFECTIVE OR DEFECTIVE THAT WOULD PREVENT SUCCESSFUL DELIVERY OF A FULLY OPERATIONAL FINISHED PROJECT, AND WHICH THE COUNTY ACKNOWLEDGES AND AGREES TO IN WRITING FOR SUCH LIMITED PURPOSES, RECIPIENT IS RESPONSIBLE FOR ALL RISK OF LOSS TO ALL MATERIALS DELIVERED TO THE CONSTRUCTION SITE AND ALL MATERIALS AND EQUIPMENT INCORPORATED INTO THE WORK PRIOR TO THE COMPLETION DATE UNLESS SUCH LOSS OR DAMAGE IS COVERED BY A POLICY MAINTAINED IN ACCORDANCE THE REQUIREMENTS OF THE AGREEMENT DOCUMENTS. RECIPIENT SHALL, PRIOR TO THE COMPLETION DATE, PROVIDE CONTINUOUS AND ADEQUATE PROTECTION OF THE WORK, THE PROPERTY AND ADJACENT PROPERTY OF THE COUNTY OR RECIPIENT CONSTITUTING THE CONSTRUCTION SITE AND TAKE COMMERCIALY REASONABLE PRECAUTIONS TO PROTECT ADJACENT PROPERTY, SUBJECT TO THE PARTIES' AGREEMENT REGARDING LOSSES OR DAMAGES COVERED BY THE BUILDER'S RISK POLICY FOR THE PROJECT AND ANY DEDUCTIBLES UNDER SAID POLICY. RECIPIENT SHALL BE OBLIGATED TO REPLACE OR REPAIR ANY MATERIALS, EQUIPMENT OR SUPPLIES WHICH ARE (OR ARE TO BECOME) A PERMANENT PART OF THE WORK OR ANY TEMPORARY OR EXISTING FACILITIES AT THE

SITE.

J. RECIPIENT'S OBLIGATIONS UNDER THIS ARTICLE TO AN INDEMNIFIED PARTY ARE CONDITIONED UPON ITS RECEIPT OF PROMPT WRITTEN NOTICE FROM SUCH INDEMNIFIED PARTY OF ANY CLAIM, SUIT OR LIABILITY COVERED BY THIS ARTICLE AND THE CONTINUING COOPERATION OF SUCH INDEMNIFIED PARTY IN THE HANDLING AND DEFENSE OF SUCH CLAIM, SUIT OR LIABILITY.

ARTICLE 4. OPEN RECORDS

Harris County is a government agency subject to the Texas Public Information Act (PIA), Chapter 552, Texas Government Code. The Application and other information submitted to Harris County by the Recipient are subject to release as public information. The Application and other submitted information shall be presumed to be subject to disclosure unless a specific exception to disclosure under the PIA applies. **If it is necessary for the Recipient to include proprietary or otherwise confidential information in its Application or other submitted information, the Recipient must clearly label that proprietary or confidential information and identify the specific exception to disclosure of that information in the PIA.** Merely making a blanket claim that the entire Application is protected from disclosure because it contains some proprietary information is not acceptable and shall make the entire Application subject to release under the PIA. In order to trigger the process of seeking an Attorney General opinion on the release of proprietary or confidential information, the specific provisions of the Application the Applicant consider proprietary or confidential must be clearly labeled as described above. Any information which is not clearly identified as proprietary or confidential shall be deemed to be subject to disclosure pursuant to the PIA, except as provided by law.

Recipient is required to make any information created or exchanged with the HCCSD pursuant to this RFA and any contract that may result from this RFA, and not otherwise excepted from disclosure under the PIA, available in a format that is accessible by the public at no additional charge to HCCSD.

Pursuant to Texas Government Code Chapter 2261, any grant award contract that results from this Request for Applications, including selected Applicant's Application, shall be posted to Harris County's Project Recovery website.

ARTICLE 5. PUBLIC DISCLOSURE

Recipient shall not advertise that it is doing business with HCCSD or use a grant award contract resulting from this Request for Applications as a marketing or sales tool without prior written consent of HCCSD.

ARTICLE 6. REMEDIES

All remedies available to Harris County for breach or anticipatory breach of any grant award contract or Subrecipient agreement that results from this Request for Applications are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies. Liquidated damages, actual damages, cost projections, and/or injunctive relief may also be invoked either separately or combined with any other remedy in accordance with applicable law.

7.2 INSURANCE

7.2.1 Required Coverages

For the duration of any Funding Agreement resulting from this Request for Applications, Recipient may be required to carry insurance in customarily carried, industry standard types and amounts. The required coverage is to be written with companies licensed in the State of Texas, with an “A” rating from A.M. Best, and authorized to provide the corresponding coverage.

Work on any contract shall not begin until after Recipient has submitted acceptable evidence of insurance. Failure to maintain insurance coverage or acceptable alternative methods of insurance shall be deemed a breach of contract.

7.3 COMPLIANCE REQUIREMENTS

Per the Housing and Community Development Act of 1974, as amended, the CDBG-DR program has certain federal and state requirements that must be met. Recipient is required to be familiar with the Act, along with rules published in the applicable Federal Register Notices and Waivers.

Recipient shall be required to comply with all federal requirements including, but not limited to, the following:

- A. 24 C.F.R. Part 570 – Community Development Block Grants, which is expressly incorporated herein by reference.
- B. Grant Agreement Provisions – A copy of the Grant Agreement is on file at the Offices of Harris County, and shall be provided to Recipient upon request. The applicable terms of the Grant Agreement are incorporated herein by reference, whether or not otherwise expressly stated herein, and Recipient shall comply with all such applicable terms.

With respect to any conflict between such federal requirements and the terms of the Agreement and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

The following is intended to provide Applicants with a list of applicable compliance requirements that will be required under the Agreement.

7.1.1 Accessibility & Section 504 of the Rehabilitation Act of 1973

Recipient and its prime contractors and subcontractors shall be required to comply with all federal, state and local laws and regulations which prohibit recipients of federal funding from discriminating against individuals with disabilities. Applicable laws and regulations with which Recipient shall be required to comply shall include, but are not limited to, the following: Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) (24 C.F.R. Parts 8-9); Title II of the Americans with Disabilities Act of 1990; the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157); the Uniform Federal Accessibility Standards (Appendix A to 24 C.F.R. Part 40 and Appendix A to 41 C.F.R. Part 101-19, subpart 101-19.6); the Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225); Texas Administrative Code, Title 10, Chapter 60, Subchapter (B) the Texas Architectural Barriers Act (TABAA); the Architectural Barriers (AB) Rules; and the Texas Accessibility Standards (TAS).

Any developments designed as single-family structures must also satisfy the requirements of Texas Government Code §2306.514.

7.3.1 Affordability Requirements

HUD requires a minimum Affordability Period of not less than twenty (20) years beginning upon substantial completion of construction. The Affordability Period shall be enforced by a LURA. If the property is restricted under an existing Harris County LURA throughout this period, the Recipient shall maintain the development for the intended purpose as outlined in both original LURA and the LURA issued pursuant to this RFA. Compliance will be monitored by HCCSD. HCCSD may, in its sole discretion, assign the monitoring duty to a local Housing Authority or other entity.

At least 51% of the total units must benefit low- and moderate-income persons earning 80% or less of the AMFI as defined by HUD and required under Section 105(a) of the Act.

Units designated to meet the Affordability Requirement must comply with the high HOME rents published by HUD under the HOME program at <https://www.hudexchange.info/programs/home/home-rent-limits/>. Rents must comply with the rent limit through the affordability period and compliance with the rent limit is calculated in the same manner as the HOME program.

7.1.2 Conflict of Interest

Per 24 CFR Part 570.611 the following people or their immediate family members shall not have any direct or indirect financial interest in any funding agreement, contract, subcontract or the proceeds thereof for work to be performed in connection with the grant during their tenure or for one year thereafter: 1) employees or agents of the County who exercise any function or responsibility for the CDBG-DR project, and 2) officials of the County including members of the governing body. The Recipient will be asked to determine if a potential conflict exists.

Contractors of the Recipient must comply with Conflict of Interest requirements in accordance with Texas Local Government Code, Chapter 176. Contractors shall not use funds to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract.

The Recipient shall warrant that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. Recipient shall comply with all federal, state, and local conflict of interest laws, regulations, and policies applicable to this Agreement, including the applicable provisions of each of the following:

- Disclosure requirements pursuant to Texas Local Government Code Chapter 176. By law, the Conflict of Interest Questionnaire (provided by the Texas Ethics Commission at www.ethics.state.tx.us) must be filed with the records administrator of the County not later than the 7th business day after the date Recipient becomes aware of facts that require the statement to be filed.
- The conflict of interest provisions of 2 C.F.R. § 200.318.

7.1.3 Contracting with Small & Minority, Women's Business Enterprise & Labor Surplus Area Firms

Recipient shall be subject to 2 C.F.R. § 200.321 and will take affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration

for an award. Affirmative steps shall include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
5. Using the services/assistance of the Small Business Administration (SBA), and the Minority Business Development Agency (MBDA) of the Department of Commerce.

Recipient shall be required to submit evidence of compliance with the foregoing affirmative steps when requested by the County.

7.1.4 Davis-Bacon and Related Labor Acts

Construction work undertaken under this funding opportunity shall be subject to the Davis-Bacon Act. When the Davis-Bacon wage rate and Texas prevailing wage rates differ for similar kinds of labor, the Recipient shall pay not less than the higher rate. Construction contracts financed whole or in part with CDBG-DR funds must comply with Davis-Bacon and Related Acts (DBRA). Recipient shall be responsible for enforcement of the DBRA requirements, such as on-site interview of workers, review of contractor's payrolls, and conducting a pre-construction conference. Construction contracts in excess of \$2,000 "financed in whole or in part..." with CDBG-DR program funds require specific minimum wage levels. Recipient shall be required to comply with any subsequent requirements issued by the U.S. Department of Housing and Urban Development (HUD) and/or Community Investment.

7.1.5 Duplication of Benefits Prevention

Recipient is required to comply with the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), 42 USC 5121-5207 as amended. Section 312 of the Stafford Act prohibits any person, business concern, or entity from receiving "any part of such loss as which he has received financial assistance under any other program, insurance or any source."

7.1.6 Eligibility

Harris County shall not enter into any contract with any organization which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension". Prior to the expenditure of any funds, HCCSD shall also review any state and local debarment lists, as applicable. Eligible Recipients must not be debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs, including but not limited to the following:

- Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE);
- U.S. General Services Administration (GSA) – Excluded Parties List System (EPLS);
- Government Terrorist Watch List (OFAC / Patriot Act) - <https://www.treasury.gov/resource->

[center/sanctions/SDN-List/Pages/default.aspx](https://www.dhs.gov/center/sanctions/SDN-List/Pages/default.aspx)

- Department of Commerce, Bureau of Industry and Security, Denied Persons List; and
- Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted.

Harris County is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, which prohibits transactions with persons who commit, threaten to commit, or support terrorism. Prior to award, Harris County shall determine that Recipient is not listed on the federal government's terrorism watch list as described in Executive Order 13224.

Harris County shall ensure all Agreements awarded pursuant to this RFA are in compliance with the State of Texas statutes and rules, which include, but are not limited to, the following:

- Contracts with Companies Engaged in Business with Iran, Sudan, Or Foreign Terrorist Organization Prohibited. Harris County shall not enter into a governmental contract with a foreign terrorist organization or company that is known to have contracts with or provide supplies or services to a foreign terrorist organization or is identified on a list prepared and maintained under Texas Government Code Section 806.051, 807.051, or 2252.153.
- Recipient must also certify that neither the Recipient, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code.

Contractor and subcontractor clearance shall be the Recipient's responsibility. As such, Recipient shall be required to verify prime contractor and subcontractor eligibility based on factors such as past performance, proof of liability insurance, possession of a federal ID tax number, debarment, and state licensing requirements. The prime contractor assumes responsibility for the performance of the subcontractor; therefore, the Recipient must urge prime contractors to closely scrutinize subcontractors. If a prime contractor or subcontractor is found to be ineligible after award of a contract, the contract must be immediately terminated.

7.1.7 Environmental Review

Recipient shall be required to comply with the National Environmental Policy Act of 1969 (NEPA) found at 24 CFR Part 58 and other applicable state and federal laws. All qualified projects must undergo an environmental review process.

7.1.8 Equal Opportunity

Recipient shall be required to ensure that CDBG-DR aided projects comply with equal opportunity and non-discrimination laws and that people in protected categories are not excluded from project participation. Recipient is required to take into consideration equal opportunity and non-discrimination laws in designing CDBG-DR programs to ensure that people in protected categories are not excluded from participation, denied the benefit of, or subjected to discrimination under any program or activity funded in whole or in part with CDBG funds. The recipient of CDBG-DR funds must describe the actions it will take annually for each year the grant is open in the areas of enforcement, education and removal of barriers and

impediments that affirmatively further equal access in employment and procurement. This includes a description of steps to be taken in the areas of advertisement, compliance and complaint tracking.

7.1.9 Fair Housing

Recipient shall be required to comply with fair housing and non-discrimination laws and regulations, and ensure that no person shall on the ground of race, color, national origin, religion, sex, sexual orientation, age, familial status, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under or be denied access to the Program.

Marketing will occur and referrals will be accepted through Harris County CSD in coordination with the Harris County Long Term Recovery Committee and local non-profit and community-based organizations. CSD will take additional measures to affirmatively market the CDBG Disaster Recovery Program, as follows:

- Recipient shall be required to retain documentation of all marketing measures used, including copies of all advertisements and announcements that will be available for public viewing upon request.
- Recipient shall be required to use the Fair Housing logo in advertising, post Fair Housing posters and related information, and, in general, inform the public of its rights and obligations under Fair Housing regulations.
- Recipient may be required to provide evidence they have made the Program accessible to persons who are considered members of a protected class under the Fair Housing Act.
- Recipient may be required to provide evidence they will provide reasonable accommodations as needed to make the Program accessible to people with disabilities.

7.1.10 Fair Labor Standards Act

Recipient shall be required to comply the Fair Labor Standards Act of 1938 (29 U.S.C. Section 201 et seq.) as now or hereafter amended, which regulates wage, hour and other employment practices that govern the use of funds provided and the employment of personnel under the Agreement. Recipient, and Recipient's prime contractors and subcontractors, shall be required to pay all its workers all monies earned by its workers including, but not limited to regular wages, any overtime compensation, or any additional payments pursuant to the Fair Labor Standards Act, 29 United States Code (U.S.C.) Section 207 9a(1), as amended; the Texas Pay Day Act; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000, et al., as amended; or any provisions of the Texas Labor Code Ann., as amended.

7.1.11 Flood Disaster Protection Act of 1973

Recipient shall be required to comply with the provisions in 24 C.F.R. 570.605, Section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106), and the regulations in 44 C.F.R. Parts 59-79.

7.1.12 Green Building Standards

At a minimum, Recipient and its prime contractors and subcontractors shall be required to comply with local codes and any applicable national building codes for any work involving rehabilitation or construction, including design. Recipient shall be required to comply with all requirements for Green Building Standards of the federal awarding agency and/or pass-through entity. Pursuant to Federal Register / Vol. 81, No. 117 / Friday, June 17, 2016 / Notices, Green Building Standards must be met for:

- All new construction of residential buildings; and
- All replacement of substantially damaged residential buildings. Replacement of residential buildings may include changes to structural elements such as flooring systems, columns, or load bearing interior or exterior walls.

Green Building Standards mean construction that must meet an industry-recognized standard that has achieved certification under at least one of the following programs:

- ENERGY STAR (Certified Homes or Multifamily High-Rise) – REQUIRED by Harris County
- Enterprise Green Communities
- LEED (New Construction, Homes, Midrise, Existing Buildings Operations and Maintenance, or Neighborhood Development) – LEED Certification is not required, but Harris County encourages Recipient to include LEED elements that will enhance the project and result in a more sustainable development.
- ICC–700 National Green Building Standard – REQUIRED by Harris County
- EPA Indoor AirPlus (ENERGY STAR a prerequisite)
- Any other equivalent comprehensive green building program

Residential buildings include single-family properties. All rehabilitation should be designed to incorporate principles of sustainability, including water and energy efficiency, resilience, and mitigating the impact of future disasters. Rehabilitated housing must comply with the HUD Green Building Retrofit Checklist (<https://www.hudexchange.info/resource/3684/guidance-on-the-cpd-green-building-checklist/>).

7.1.13 Identity of Interest

If Recipient is classified as a Developer, and the Developer has an "Identity of Interest" (developer is also acting as general contractor or subcontractor), this must be disclosed, and Harris County must limit the extent of the fee or profit to ensure the developer is not receiving "undue enrichment". Identity of Interest refers to situations where the owner, developer, or project sponsor control or own the services to be provided in a project, including but not limited to the general contractor, subcontractor, property manager or other service provider, which could reasonably give rise to a presumption that the parties to the transaction may operate in collusion in establishing the purchase price of the property, the cost of the rehabilitation work, or the terms of the financing.

An Identity of Interest exists if any officer, director, board member, or authorized agent of any development team member (consultant, general contractor, attorney, management agent, seller of the land, etc.):

- a) Is also an officer, director, board member, or authorized agent of any other development team member;
- b) Has any financial interest in any other development team member's firm or corporation;
- c) Is a business partner of an officer, director, board member, or authorized agent of any other development team member;
- d) Has a family relationship through blood, marriage or adoption with an officer, director, board member, or authorized agent of any other development team member; or

- e) Advances any funds or items of value to the sponsor/borrower

A declaration of subcontractors or suppliers for which there is an Identity of Interest through joint ownership with the owner or developer must be declared in the application for funding and disclosed at completion of the project. Failure to declare Identity of Interest situations may deem a project ineligible. A cost certification shall also be required when such transactions are proposed to ensure that services are provided at a reasonable market cost. Harris County reserves the right to adjust developer profit and/or the amount of funds provided to a project when an Identity of Interest situation exists.

7.1.14 Lead-Based Paint

Recipient and its prime contractors and subcontractors shall be required to comply with the provisions found in 24 C.F.R. 570.608, the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead Based Paint Hazard Reduction Act of 1992 (U.S.C. 4851-4856, and 24 C.F.R. Part 35, subparts A, B, J, K, and R. This Article is to be included in all subcontracts, for work in connection with this Contract, which relate to residential structures.

7.1.15 Monitoring

HCCSD will monitor the project through mechanisms, including review of reports received from the Recipient, through phone/email/letter correspondence, and through on-site monitoring visits. HCCSD staff will notify the Recipient at least 10 days before on-site monitoring visits and will provide copies of monitoring forms to be used. Any performance findings or administrative concerns resulting from the monitoring review must be mutually resolved before a grant can be formally closed. Monitoring shall include verification of Recipient compliance with applicable federal requirements, and assurance that performance goals are being achieved.

7.1.16 Non-Segregated Facilities

“Prohibition of Segregated Facilities”

- A. Segregated facilities 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, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes. Sexual orientation has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.
- B. Recipient shall be required to confirm 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 Recipient agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.
- C. Recipient shall be required to include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this Contract.

7.1.17 Procurement

Should a Recipient be classified as a Developer, the Developer shall not be required to competitively procure goods or services in accordance with the federal procurement standards, as Developers are not required to formally procure the work, nor follow Office of Management & Budget (OMB) Cost Principles. However, the Recipient must deem costs as reasonable and must maintain records to demonstrate how it made this determination.

Should a Recipient be classified as a Subrecipient, the Subrecipient shall be subject to the same procurement regulations as grantees and must follow all procurement, administrative, cost principles, and audit requirements pursuant to 2 C.F.R. 200. Harris County may impose additional procurement requirements on Subrecipients, which shall be reflected in the Subrecipient agreement.

7.1.18 Prohibition Against Cost-Plus Contracting

Pursuant to 2 C.F.R. 200.323(d), the "cost-plus-a-percentage-of-cost" and "percentage-of-construction-cost" contract types are prohibited. These types of contracts reward contractors for incurring greater costs. This applies to both construction and non-construction (e.g., professional services), and to contract modifications (e.g., Change Orders). Contracts should be classified as CPPC if the following conditions exist:

- Payment is at a predetermined rate.
- This rate is applied to actual performance costs.
- The contractor's entitlement is uncertain at the time of contracting.
- The rate increases commensurately with increased performance costs.

The fee to be paid for completing the scope of work must be fixed and payable regardless of how much it actually costs the contractor to finish the work.

7.1.19 Recordkeeping

Recipient shall be required to provide Harris County, the State of Texas, the Texas General Land Office (GLO), the U.S. Department of Housing and Urban Development (HUD), the Inspectors General, the Comptroller General of the United States, or any of their pass-through entities or authorized representatives access to any books, documents, papers, and records of the Recipient, its partners, and its prime or subcontractors which are directly pertinent to the Program for the purposes of making and responding to audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to the Recipient's personnel for the purpose of interview and discussion related to such documents. Recipient shall be required to keep records within Harris County or records will be available within the boundaries of Harris County to those representatives within twenty-four (24) hours of request by the County. Recipient shall be required to maintain all records pertaining to the Project for five (5) years after receiving final payment and after all other pending matters have been closed.

7.1.20 Section 109 of the Housing and Community Development Act of 1974

Recipient shall be required to comply with Section 109 of the Housing and Community Development Act of 1974 (24 C.F.R. 570.602), which requires that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made

available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities receiving Federal financial assistance under Title I programs. The policies and procedures necessary to ensure enforcement of section 109 are codified in 24 C.F.R. part 6.

7.1.21 Section 3 of the Housing and Urban Development Act of 1968

Section 3 is a provision of the Housing and Urban Development Act of 1968. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, be directed to low- and very low-income persons. Good faith efforts toward reaching Section 3 numeric goals are not optional, and the requirements of Section 3 apply to award recipients, contractors, and subcontractors.

Section 3 applies to Recipient receiving HUD funding in excess of \$200,000 combined from all sources in any one year. Section 3 covers the expenditure of any portion of those funds for any activity that involves housing construction, rehabilitation, or other public construction, and the requirements are triggered by the need for employment, subcontracting, or training. If the Recipient receives in excess of \$200,000 and intends on using the funds to procure a contractor to perform any work, contractor and/or subcontractor(s) awarded contracts in excess of \$100,000 must each submit a separate Section 3 Utilization Plan & Statement of Compliance. If no contractor receives an award exceeding \$100,000, responsibility for complying with the requirements of Section 3 stays with the Recipient. If a Recipient does not receive funding in excess of \$200,000 or the funding does not result in new employment, subcontracting, or training opportunities, then Section 3 is not triggered.

7.1.22 Security and Land Use Restrictions

Funding of Affordable Housing Projects is secured by Deeds of Trust to Secure Performance and Regulatory Agreements and Declaration of Restrictive Covenants (RC). The subordination of the Deed of Trusts to Secure Performance to the financing for the construction and development of the projects is acceptable. In the event that there are multiple funding sources for a project, the County's RC will not be subordinated to other entity liens, regardless of amount of funds provided. Intercreditor Agreements are required when more than one (1) entity is providing funding for a project, with the County's RC remaining unsubordinated. The Intercreditor Agreement will establish lien position and require that senior lenders notify the County in the event a senior lender learns of a default under a senior loan for the project and require senior lenders to provide the County an opportunity to cure a default on a project loan.

7.1.23 Texas State Law Requirements

Recipient shall comply with all state laws including, but not limited to, the following:

- Pursuant to Chapter 2252 of the Texas Government Code, Recipient shall represent and certify that, at the time of execution of this Contract, neither Contractor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (1) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (2) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code.

- As required by Texas Government Code Chapter 2270.002, Recipient shall verify that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, “boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
- Pursuant to Texas Local Government Code 262.0276, if, during the performance of this Agreement, Recipient’s taxes become delinquent or Recipient becomes otherwise indebted to County, County reserves the right to provide notice to the Auditor or Treasurer pursuant to Texas Local Government Code 154.045.
- For Funding Agreements of more than one million dollars, the Recipient must submit a disclosure of interested parties on Form 1295 “Certificate of Interested Parties” as prescribed by the Texas Ethics Commission in accordance with Texas Government Code. § 2252.908. This disclosure form must be submitted online at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and includes a list of each interested party of which the Recipient is aware. The form must be signed by an agent of the Recipient under oath and penalty of perjury. Interested parties are persons who have a controlling interest in the Recipient or actively participate in soliciting the Funding Agreement on the Recipient’s behalf, including a broker, intermediary, adviser, or attorney. Within 30 days of receipt of the disclosure form, the County must submit the form to the Texas Ethics Commission. Form 1295 is not required at the time of submission of the Application; HCCSD shall request the form concurrent with issuance of a notice of contract award.
- Texas Public Information Act:
 - The Agreement shall be subject to the Texas Public Information Act, TEX. GOV’T CODE ANN. §§ 552.001 et seq., as amended (the “Act”). Recipient shall agree that the County shall release any and all information necessary to comply with Texas law without the prior written consent of Recipient.
 - The County, its officers and employees may request advice, decisions and opinions of the Attorney General of Texas (“Attorney General”) in regard to the application of the Act to any software, or any part thereof, or other information or data furnished to the County, whether or not the same are available to the public. It is further understood that the County, its officers and employees shall have the right to rely on the advice, decisions, and opinions of the Attorney General, and that the County, its officers, and employees shall have no liability or obligations to Recipient for the disclosure to the public, or to any person or persons, of any software, or a part thereof, or other information or data furnished to the County in reliance on any advice, decision or opinion of the Attorney General.
 - In the event the County receives a written request for information pursuant to the Act that affects Recipient’s rights, title to, or interest in any information or data or a part thereof, furnished to the County by Recipient under the Agreement, then the County will promptly notify Recipient of such request. Recipient may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the

requested information is exempt from disclosure pursuant to the requirements of the Act. Recipient is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Act. Recipient is solely responsible for seeking any declaratory or injunctive relief regarding the disclosure of information that it deems confidential or privileged.

7.1.24 Whistleblower Protection Act

Recipient and its prime contractors, subcontractors, and employees working on the Program shall be subject 41 U.S. Code § 4712, which requires that an employee of a contractor, subcontractor, grantee, or subgrantee or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

Recipient shall be required to inform its employees and subcontractors in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation. The Recipient shall insert the substance of this clause, including this paragraph, in all subcontracts providing services for this Project.

7.1.25 Other Requirements

Recipient will also be required to comply with any subsequent requirements issued by HUD, the Texas General Land Office (GLO), or Harris County. Additional requirements may apply should a Recipient be classified as a Subrecipient pursuant to the “Subrecipient” definition under 24 CFR § 570.500.

7.2 PERFORMANCE AND PAYMENT BONDS

Recipient shall require performance and payment bonds of contractors and subcontractors. Such performance and payment bonds shall be provided by the Recipient to HCCSD on behalf of the Recipient’s contractors.

Performance Bond

A Performance Bond is required if the contract is in excess of one hundred thousand dollars (\$100,000.00). The Performance Bond is solely for the protection of Harris County, in the full amount of the contract, and conditioned on the faithful performance of work based on the scope of the grant award contract. The form of the Performance Bond shall be as approved by the Texas Attorney General.

Payment Bond

A Payment Bond is required if the contract is in excess of twenty- five thousand dollars (\$25,000.000). The payment bond is for the protection of Harris County and payment bond beneficiaries that have a direct contractual relationship with the Recipient or Recipient’s prime contractor(s) or a supplier of materials and labor. The form of the Payment Bond shall be as approved by the Texas Attorney General.

7.3 INFORMATION SECURITY

Definitions

“Breach of Security” or “Breach” means unauthorized acquisition of computerized data that compromises

the security, confidentiality, or integrity of sensitive personal information including data that is encrypted if the person accessing the data has the key required to decrypt the data.

“Personal Identifying Information” or “PII” means information that alone, or in conjunction with other information, identifies an individual, as defined at Tex. Bus. & Com. Code § 521.002(1).

“Sensitive Personal Information” or “SPI” means the information categories listed at Tex. Bus. & Com. Code § 521.002(2).

Security and Privacy Compliance

Recipient shall keep all PII and SPI received or generated under the Funding Agreement and any documents related thereto strictly confidential.

Recipient shall comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations and directives.

Recipient shall implement administrative, physical, and technical safeguards to protect PII and SPI that are no less rigorous than accepted industry practices including, without limitation, the guidelines in the National Institute of Standards and Technology (“NIST”) Cybersecurity Framework Version 1.1. All such safeguards shall comply with applicable data protection and privacy laws.

Harris County shall legally bind any contractors and their subcontractors to the same requirements stated herein and obligations stipulated in the Funding Agreement and documents related thereto. Recipient shall ensure that the requirements stated herein are imposed on Recipient’s contractors and subcontractor(s).

Recipient shall not share PII or SPI with any third parties, except as necessary for Recipient’s performance under the Funding Agreement.

Data Ownership

Upon termination of the Agreement, Recipient shall promptly return to Harris County all Harris County-owned data possessed by Recipient and its employees, agents, or contractors, including any subcontractor. Recipient shall retain no copies or back-up records of Harris County-owned data. If such return is infeasible, as mutually determined by Harris County and Recipient, with respect to Harris County-owned data, Recipient shall limit any further use and disclosure of Data to the purposes that make the return of Harris County-owned data infeasible. In lieu of the requirements in this Section, Harris County may direct Recipient to destroy any Harris County-owned data in Recipient’s possession. Any such destruction shall be verified by Recipient and Harris County.

Data Mining

Recipient agrees not to use PII or SPI for unrelated purposes, advertising or advertising-related services, or for any other purpose not explicitly authorized by Harris County in the Funding Agreement or any document related thereto.

Recipient agrees to take all reasonably feasible physical, technical, administrative, and procedural measures to ensure that no unauthorized use of PII or SPI occurs.

Breach of Security

Upon discovery of a Breach of Security or suspected Breach of Security by the Recipient, Recipient agrees to notify Harris County as soon as possible upon discovery of the Breach of Security or suspected Breach

of Security, but in no event shall notification occur later than 24 hours after discovery.

Recipient agrees to take all reasonable steps to immediately remedy a Breach of Security and prevent any further Breach of Security.

Right to Audit

Upon the Harris County’s request and to confirm Recipient’s compliance with these terms, Recipient grants Harris County permission to perform an assessment, audit, examination, investigation, or review of all controls in the Recipient’s , or any of Recipient’s contractors, including any subcontractor’s, physical and/or technical environment in relation to PII or SPI. Recipient agrees to fully cooperate with such assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure, and application software that stores, processes, or transports PII or SPI. Recipient shall ensure that this clause concerning the Harris County’s authority to assess, audit, examine, investigate, or review is included in any subcontract it awards.

SECTION VIII. SUBMISSION CHECKLIST

This checklist is provided for Applicant’s convenience only and identifies documents that must be submitted with this Request for Applications to be considered responsive. Any Applications received without these requisite documents may be deemed nonresponsive and may not be considered for funding.

A COMPLETE APPLICATION PACKAGE MUST INCLUDE:

PART 1 – NARRATIVE APPLICATION

Please present documents in Part 1 in the following order:

- **Attachment A**, AHPP Application Form _____
- Statement of Minimum Qualifications (1 page, maximum) _____
- Project Narrative _____
- Company Narrative _____
- Company Profile _____
- Key Staffing Profile _____
- References _____
- Litigation History _____
 - *If not applicable, please indicate in the Application.*
- Conflicts _____
 - *If not applicable, please indicate in the Application.*

PART 2 – FINANCIAL INFORMATION

Please present documents in Part 2 in the following order:

- **Attachment B**, AHPP Summary Sources and Uses of Funds _____

- **Attachment C**, Budget Summary _____
- **Audit/Financial Statements** _____

PART 3 – COMPLIANCE AFFIRMATIONS, ASSURANCES, AND ACKNOWLEDGEMENTS

Please present documents in Part 3 in the following order:

1. **Attachment D**, General Affirmations & Request for Applications Acceptance _____
2. **Attachment E**, Federal Assurances (Construction) and Certifications _____
3. **Attachment F**, Certification Regarding Lobbying _____
4. **Attachment G**, Section 3 Utilization Plan & Statement of Compliance _____

SECTION IX. ATTACHMENTS

- **ATTACHMENT A** – AHPP APPLICATION FORM
- **ATTACHMENT B** – AHPP SUMMARY SOURCES AND USES OF FUNDS
- **ATTACHMENT C** – BUDGET SUMMARY
- **ATTACHMENT D** – GENERAL AFFIRMATIONS & REQUEST FOR APPLICATIONS ACCEPTANCE
- **ATTACHMENT E** – FEDERAL ASSURANCES (CONSTRUCTION) AND CERTIFICATIONS
- **ATTACHMENT F** – CERTIFICATION REGARDING LOBBYING
- **ATTACHMENT G** – SECTION 3 UTILIZATION PLAN
- **ATTACHMENT H** – HARRIS COUNTY SECTION 3 CLAUSE
- **ATTACHMENT I** – AFFORDABLE HOUSING DESIGN STANDARDS

ATTACHMENT A – AHPP APPLICATION FORM

ATTACHMENT B – AHPP SUMMARY SOURCES AND USES OF FUNDS

ATTACHMENT C – BUDGET SUMMARY

**ATTACHMENT D – GENERAL AFFIRMATIONS & REQUEST FOR APPLICATIONS
ACCEPTANCE**

GENERAL AFFIRMATIONS & REQUEST FOR APPLICATIONS ACCEPTANCE

Execution of this **Attachment D**, shall constitute an agreement to all terms and conditions specified in the Request for Applications (“RFA”), including, without limitation, **Attachment D** and all terms and conditions therein, except such terms and conditions that the Applicant expressly excludes. Failure to sign this **Attachment D** or signing it with a false statement shall void the submitted RFA Application and/or any resulting Agreements. Applicant agrees without exception to the following and acknowledges that any contract resulting from this RFA may be terminated and payment withheld if any of the following affirmations or certifications are inaccurate:

Applicant agrees to and affirms the following, without exception:

1. Applicant represents and warrants that, neither Applicant nor the firm, corporation, partnership, or institution represented by Applicant, nor anyone acting for such a firm, corporation, partnership, or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Application to any competitor or any other person engaged in the same line of business as Applicant.
2. Applicant shall maintain all documents and other related records pertaining to any contract resulting from this RFA for a period of five (5) years after receiving final payment and after all other pending matters have been closed.
3. Applicant represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this RFA or any contract that results from it.
4. Applicant represents and warrants that, pursuant to Section 2270.002 of the Texas Government Code, Applicant does not boycott Israel and will not boycott Israel during the term of a contract resulting from this RFA.
5. Harris County is federally mandated to adhere to the directions provided in the President’s Executive Order (EO) 13224, blocking property and prohibiting transactions with persons who commit, threaten to commit, or support terrorism and any subsequent changes made to it. HCCSD will cross-reference Applicants with the federal System for Award Management (<https://www.sam.gov/>), which includes the United States Treasury’s Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list. Applicant certifies: 1) that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity; 2) that Applicant is in compliance with the State of Texas statutes and rules relating to procurement; and 3) that Applicant is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal award are listed at <https://www.sam.gov/>. This provision shall be included in its entirety in Applicant’s subcontracts.
6. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Applicant certifies that it is not (1) the executive head of Harris County or HCCSD, (2) a person who at any time during the four years before the date of the Funding Agreement was the executive head of Harris County or HCCSD, or (3) a person who employs a current or former executive head of Harris County or HCCSD.
7. Applicant certifies that if it employs any former employee of Harris County, such employee will perform no work in connection with any contract resulting from this RFA during the twenty- four (24) month period immediately following the employee’s last date of employment at Harris County.

8. Applicant represents and warrants that all statements and information prepared and submitted in its Application are current, complete, true, and accurate. Submitting an Application with a false statement or material misrepresentations made during the performance of a contract resulting from this RFA is a material breach of contract and may void the Application and any resulting contract.
9. The Applicant shall not discriminate against any employee or applicant for employment because of race, disability, color, religion, sex, age, or national origin. The Applicant shall take affirmative action to ensure that applicants are employed and that employees are treated without regard to their race, disability, color, sex, religion, age, or national origin. Such action shall include, but is not be limited to, the following: employment, promotion, 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 Applicant agrees to post notices, which set forth the provisions of this non-discrimination article, in conspicuous places available to employees or applicants for employment. The Applicant shall include the above provisions in all subcontracts pertaining to the work.
10. Applicant certifies that neither Applicant nor any person or entity represented by Applicant has received compensation from Harris County to participate in the preparation of the specifications or RFA on which this Application or contract is based.
11. Applicant certifies that the individual or business entity named in its Application or contract resulting from this RFA is not ineligible to receive such contract and acknowledges that the Agreement may be terminated, and payment withheld if this certification is inaccurate. An Applicant or contract participant is not prohibited from providing free technical assistance.
12. Applicant represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.
13. Applicant understands that Harris County will comply with the Texas Public Information Act (Texas Government Code section 552.137) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this RFA or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Applicant is required to make any information created or exchanged with HCCSD pursuant to this RFA or any resulting contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to Harris County.
14. The person signing Applicant's Application certifies he/she is 1) duly authorized to submit the Application and execute a contract on Applicant's behalf and 2) legally authorized and empowered to contractually bind the Applicant.
15. Harris County operates its business ethically and in compliance with the law. We ask that any Applicant or Applicant's employee doing business with Harris County who believes he or she has witnessed any suspected ethical violation or fraud immediately report the allegations to:

Chief Assistant County Auditor – Audit Division

713-274-5673

All suspected criminal conduct will be investigated and reported to the District Attorney's Office or an appropriate law enforcement agency. Applicants who report suspected ethical violations or fraud can do so without fear of retaliation. Retaliating against any Applicant or Contractor for reporting suspected ethical

violations or fraud is strictly prohibited.

16. Applicant certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in any contract resulting from the RFA by any state or federal agency.

I have read, understand, and agree to comply with the terms and conditions specified in this RFA Response. Checking "YES" indicates acceptance, while checking "NO" denotes non-acceptance.

YES _____ NO _____

RESPECTFULLY SUBMITTED:

Authorized Signature of the person authorized to bind your organization to any contract that may result from this RFA:

Date: _____

Printed Name and Title of Signatory: _____

Telephone: _____

Email: _____

Address: _____

City/State/Zip: _____

Full Legal Name of Applicant's organization as registered with the Texas Secretary of State, and as it should appear on any Contract resulting from this RFA:

Applicant's Tax I.D. Number as registered with the Texas Comptroller of Public Accounts, and as it should appear on any Contract resulting from this RFA:

If Applicant is a Corporation or other legal entity, attach a corporate resolution or other appropriate official documentation, which states that the person signing this RFA Application is an authorized person that can legally bind the corporation or entity.

ATTACHMENT E – FEDERAL ASSURANCES (CONSTRUCTION) AND CERTIFICATIONS

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2022

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to non-discrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333) regarding labor standards for federally-assisted construction sub agreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

ATTACHMENT F – CERTIFICATION REGARDING LOBBYING

CERTIFICATION REGARDING LOBBYING

(To be submitted with each Application for funding opportunities expected to exceed \$100,000)

The undersigned [Applicant] certifies, to the best of his or her knowledge, that:

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.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

Applicant are required to complete **Form SF-LLL - Disclosure of Lobbying Activities** to disclose lobbying activities pursuant to 31 U.S.C. 1352.

Applicant, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Applicant understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Print Name and Title of Applicant's Authorized Official

Signature of Applicant's Authorized Official

Date

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee _____ Tier If Known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, <i>if applicable</i>	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only	Authorized for Local Reproduction Standard Form – LLL (Rev. 7-97)	

ATTACHMENT G – SECTION 3 UTILIZATION PLAN & STATEMENT OF COMPLIANCE

SECTION 3 UTILIZATION PLAN & STATEMENT OF COMPLIANCE



AWARD RECIPIENT INFORMATION			
AWARD RECIPIENT Name			
AWARD RECIPIENT Address		Representative Email	
Agreement Title		Agreement Amount	\$

PART I: SECTION 3 REQUIREMENTS

Section 3 is a provision of the Housing and Urban Development Act of 1968. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, be directed to low- and very low-income persons. Good faith efforts toward reaching Section 3 numeric goals are not optional, and the requirements of Section 3 apply to award recipients, contractors, and subcontractors.

Section 3 applies to AWARD RECIPIENTS receiving HUD funding in excess of \$200,000 combined from all sources in any one year. Section 3 covers the expenditure of any portion of those funds for any activity that involves housing construction, rehabilitation, or other public construction, and the requirements are triggered by the need for employment, subcontracting, or training. If the AWARD RECIPIENT receives in excess of \$200,000 *and* intends on using the funds to procure a contractor to perform any work, contractor and/or subcontractor(s) awarded contracts in excess of \$100,000 must each submit a separate Section 3 Utilization Plan & Statement of Compliance. If no contractor receives an award exceeding \$100,000, responsibility for complying with the requirements of Section 3 stays with the AWARD RECIPIENT. If an AWARD RECIPIENT does not receive funding in excess of \$200,000 or the funding does not result in new employment, subcontracting, or training opportunities, then Section 3 is not triggered.

A. Section 3 Hiring

Section 3 Hiring requirements are triggered by the need for new hires in the completion of a Section 3 covered contract. The Section 3 Hiring goals under 24 CFR 135.30(b)(2) require that AWARD RECIPIENTS commit to employ Section 3 Residents⁵ as 30% of the aggregate number of full-time new hires.

B. Section 3 Subcontracting

Section 3 Subcontracting requirements are triggered by the need for subcontracts in the completion of a Section 3 covered contract. The Section 3 Subcontracting goals under 24 CFR 135.30(c) require AWARD RECIPIENTS to make the effort to award contracts, to the greatest extent feasible, to Section 3 Business Concerns⁶ as follows:

- Building Trades Contracts (construction): At least 10% of the total dollar amount of all Section 3 covered contracts for building trades work arising in connection with construction projects.
- Other Contracts (non-construction): At least 3% of the total dollar amount of all other Section 3 covered contracts. This might include professional service contracts such as architectural, engineering, or legal services related to construction or rehabilitation projects.

PART II: SECTION 3 TRIGGER

I do not anticipate hiring any new permanent, temporary, or seasonal employees as a result of the funding.

I do not anticipate subcontracting any portion of the work as a result of the funding.

***IF AWARD RECIPIENT DOES NOT ANTICIPATE THE NEED FOR ANY HIRING OR SUBCONTRACTING, CHECK BOTH BOXES**

⁵ A "Section 3 resident" is a public housing resident or individual who resides in Harris County and who is a low- or very low-income person (defined as families whose incomes do not exceed 80% of the median income for the area). Please refer to the HUD Income Limits for more information.

⁶ A "Section 3 Business Concern" is a business: 1) That is 51 percent or more owned by Section 3 Resident; 2) Whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents; or 3) That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontractors to be awarded to Section 3 Business Concerns.

ABOVE AND SKIP TO PART VIII: STATEMENT OF COMPLIANCE ON THE FINAL PAGE*

IF AWARD RECIPIENT DOES ANTICIPATE THE NEED TO CONDUCT ANY HIRING OR SUBCONTRACTING, THE SECTIONS BELOW MUST BE COMPLETED

PART III: HIRING PLAN & COMMITMENT

AWARD RECIPIENTS in receipt of HUD funding in excess of \$200,000 and who will need to make additional hires must demonstrate compliance by committing to employ Section 3 residents as 30% of the aggregate number of new hires. AWARD RECIPIENTS are required to fill out this section in its entirety and must list all anticipated employment positions as a result of the funding.

If any changes to its hiring plan are anticipated, the AWARD RECIPIENT is required to provide an updated listing of its workforce, which shall be subject to approval by Harris County. Any changes to the workforce under the funding will constitute new hires. The AWARD RECIPIENT is hereby informed that it must notify Harris County of any new hire opportunities that arise as a result of the funding. NOTE: If hiring is anticipated and this section is not completed, the AWARD RECIPIENT may be deemed non-compliant.

HIRING PLAN				
Column 1	Column 2	Column 3	Column 4	Column 5
Job Titles	Total # of Employees Needed for each Job Title	Total # of Employees Currently Employed at each Job Title	Total # of New Hires Needed for each Job Title	Total # of New Hires Expected to be Section 3 Residents
<i>List all Job Titles that are needed to complete the entire scope of work under the funding.</i>	<i>List how many employees are needed for the funding under each Job Title.</i>	<i>List how many employees are <u>currently</u> employed under each Job Title who are anticipated to work under the funding.</i>	<i>List how many of these positions are currently <u>open</u> and will need to be filled under the funding.</i>	<i>List the number of Section 3 hires you will commit to for each position.</i>
<i>Example: Engineer</i>	<i>8</i>	<i>5</i>	<i>3</i>	<i>1</i>

Use an additional sheet if required

Based on the table above, outline the total number of new hires needed and percentage of new hires that will be Section 3 Residents:

HIRING COMMITMENT	
Total Number of New Hires Needed (Total of Column 4)	
Percentage of New Hires that will be Section 3 (Total of Column 5 ÷ Total of Column 4 × 100 = % of New Hires)	

PART IV: SUBCONTRACTING PLAN & COMMITMENT

AWARD RECIPIENTS in receipt of HUD funding in excess of \$200,000 and who will need to subcontract work under the funding must comply with Section 3 subcontracting requirements. AWARD RECIPIENTS must demonstrate compliance by providing at least 10% of construction-related and at least 3% of non-construction related contract opportunities to Section 3 Businesses. AWARD RECIPIENTS must complete the Subcontracting Plan below by listing all proposed subcontractors and amounts.

NOTE: If subcontracting is anticipated and this section is not completed, the AWARD RECIPIENT may be deemed non-compliant.

SUBCONTRACTING PLAN				
Subcontractor Name	Work to be performed (Building trade or Other)	Section 3 Business?	Contract Amount	% of Total Contract
		<input type="checkbox"/> Yes <input type="checkbox"/> No		
		<input type="checkbox"/> Yes <input type="checkbox"/> No		
		<input type="checkbox"/> Yes <input type="checkbox"/> No		
		<input type="checkbox"/> Yes <input type="checkbox"/> No		
		<input type="checkbox"/> Yes <input type="checkbox"/> No		
		<input type="checkbox"/> Yes <input type="checkbox"/> No		
		<input type="checkbox"/> Yes <input type="checkbox"/> No		
		<input type="checkbox"/> Yes <input type="checkbox"/> No		
		<input type="checkbox"/> Yes <input type="checkbox"/> No		
		<input type="checkbox"/> Yes <input type="checkbox"/> No		

Use an additional sheet if required

Based on the table above, outline the total dollar value and percentage of contracts that will be subcontracted to Section 3 Business Concerns.

SUBCONTRACTING COMMITMENT	
Total Amount to be Subcontracted to Section 3 Business Concerns	\$
Percentage of Total Value of Contract to be Subcontracted to Section 3 Business Concerns	%

PART V. AWARD RECIPIENT RESPONSIBILITIES

AWARD RECIPIENTS must actively facilitate compliance with Section 3 by directing hiring, training, and subcontracting opportunities to Section 3 Residents and Section 3 Business Concerns to the greatest extent feasible. Following the “typical” procedures for hiring or subcontracting is not sufficient for compliance with Section 3.

A. Efforts “To the Greatest Extent Feasible”

AWARD RECIPIENTS will have fulfilled their responsibility when they can provide evidence that extra or additional efforts were made, which may include, but are not limited to the following:

- Advertising the employment or subcontracting opportunities in a local community newspaper or a newspaper of general circulation.
- Publicizing the employment or subcontracting opportunities by posting flyers at local community centers, Housing Authorities, HUD-housing developments, or transitional housing.
- Contacting homeless service agencies or community organizations in HUD-assisted neighborhoods to request the assistance of these organizations in notifying Section 3 Residents of the training and employment opportunities.
- Contacting the local workforce development board, business assistance agencies, local chambers of commerce, community colleges, business development organizations, and other community development advocates and organizations to advertise employment and subcontracting opportunities.
- Posting hiring or subcontracting opportunities on job sites. Posters or signs must provide contact information for the AWARD RECIPIENT and a brief description on how to apply or obtain additional information.
- Holding job informational meetings for residents and contractors.
- Outreach to Section 3 Business Concerns, providing the firms with notice of subcontracting opportunities.
- Prior to engaging contractors for a project, making efforts to contract with Section 3 Business Concerns.

AWARD RECIPIENTS who have been found to have completed the hiring process or who have engaged contractors or subcontractors without adhering to the necessary Section 3 regulations, or without notifying Harris County, may be found non-compliant or in default of their Agreement.

B. Changes

If hiring or subcontracting needs change, Harris County must be notified. Any changes to the Section 3 Utilization Plan must be approved by Harris County via an amended Section 3 Utilization Plan, when applicable.

C. Documentation & Reports

The AWARD RECIPIENT is responsible for documenting actions taken to comply with Section 3 requirements, including all results and impediments. AWARD RECIPIENTS that fail to meet the minimum numerical goals bear the burden of demonstrating why it was not feasible. Such justifications must describe the efforts that were taken, barriers encountered, and other relevant information. AWARD RECIPIENTS must maintain on file all records, and backup documentation, related to efforts to comply with Section 3 hiring and subcontracting requirements for five (5) years after receiving final payment and after all other pending matters have been closed. Documentation and records may include, but are not limited to printed advertisements (newspapers, trade publications, and etc.), job postings, mailouts, notices, flyers, publications, etc., in connection with this funding. AWARD RECIPIENTS must, upon request, provide such records to Harris County, its staff, or its designees.

AWARD RECIPIENTS must submit reports on its Section 3 compliance status and efforts regarding Section 3 implementation using the Harris County prescribed processes, reporting methods, and form(s). Reports may require information on the AWARD RECIPIENT’S actual Section 3 hiring and subcontracting activity, listing of new hires, employee data, copies of executed contracts, and any relevant documentation. The AWARD RECIPIENT must provide reports in the frequency required by Harris County.

PART VI: OTHER ECONOMIC OPPORTUNITIES

In the event the AWARD RECIPIENT is unable to meet the hiring and/or subcontracting requirements, or can demonstrate that it has attempted, to the greatest extent feasible, to comply with the Section 3 requirements, the AWARD RECIPIENT may propose “Other Economic Opportunities”. These opportunities may be exercised only with prior Harris County approval and satisfactory documentation explaining why hiring or subcontracting requirements could not be fulfilled.

AWARD RECIPIENTS proposing Other Economic Opportunities must submit a detailed written narrative to Harris County for review and approval. Examples of Other Economic Opportunities may include:

- Scholarships for Section 3 Residents
- Sponsoring the enrollment of Section 3 Residents into training or apprenticeship programs
- Providing training programs for Section 3 Residents
- Providing mentorship programs for Section 3 Residents
- Providing paid internships for Section 3 Residents
- Providing Section 3 Business Concerns with tools to enable them to successfully compete for contract opportunities, such as bonding and insurance assistance
- A combination of Other Economic Opportunities as approved by Harris County.

Other Economic Opportunities are subject to verification and approval by Harris County. AWARD RECIPIENTS interested in providing Other Economic Opportunities as a means to comply with Section 3 requirements are encouraged to review 24 CFR 135.40 for more detail.

PART VII: COMPLIANCE CURE PROCESS AND SANCTIONS

Noncompliance with Section 3 means failure by the AWARD RECIPIENT to comply with the requirements of Section 3 and Harris County’s Section 3 Policy. Once the Section 3 requirement has been triggered, Award Recipients are required to comply with hiring and/or subcontracting efforts. Award Recipients must comply with efforts identified in their Section 3 Utilization Plan & Statement of Compliance, which must be approved by Harris County, or must demonstrate why compliance is infeasible.

Harris County may, at its discretion, execute the following remedies for noncompliance:

1. Based on the first observation or report of noncompliance with Section 3, the AWARD RECIPIENT will be sent a written notice informing them of their specific deficiencies and the means by which these deficiencies may be corrected.
2. The AWARD RECIPIENT shall have up to 30 days, at the County’s discretion, to remedy any deficiencies and achieve compliance, or provide written justification, in the format required by Harris County, on why it is unable to comply.
3. Should the AWARD RECIPIENT fail to achieve compliance or provide sufficient justification within the required timeframe, Harris County may elect to terminate the Agreement.
4. Continuing failure or refusal by the AWARD RECIPIENT to comply with the regulations of Section 3 may result in the application of sanctions, which may include termination of the Agreement for default, and debarment, suspension, or denial of future HUD funding.
5. Noncompliance may be reported to the HUD local field office.

Additional information on compliance with Section 3 may be found under 24 CFR 135 and in the Harris County Section 3 Policy.

PART VIII: STATEMENT OF COMPLIANCE

I understand the responsibilities under Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. § 1701u and 24 CFR 135.1 – 24 CFR 135.92, and hereby agree to perform my duties in full compliance with these statutory provisions and in accordance with the Agreement. I agree to incorporate the full Section 3 Clause directly into all contracts and subcontracts and to pass through these requirements to my contractors, subcontractors, and third-party contractors who will perform work on or are relevant to this funding, as applicable. I understand that noncompliance with the Section 3 regulations and this Section 3 Utilization Plan & Statement of Compliance may result in Harris County and/or HUD implementing appropriate sanctions including termination of the Agreement for default, and debarment, suspension, or denial of future HUD funding.

I verify that any vacant employment positions, including training positions, shall not be filled to circumvent my obligations under 24 CFR Part 135. I further verify that any subcontracting opportunities under the funding shall not be executed so as to circumvent my obligations under 24 CFR Part 135.

I understand that the information contained in this Section 3 Utilization Plan may require verification and I agree to provide additional documents verifying this information if requested along with the timely submission of all reports related to the Agreement.

I hereby certify under penalty of perjury that the foregoing is true and correct. I understand that providing false representation herein constitutes an act of fraud. False, misleading, or inaccurate information may result in suspension or debarment.

Business Name

Name of Authorized Officer

Signature

Date

INTERNAL HARRIS COUNTY APPROVAL: _____
Compliance Monitor Signature **Date**

ATTACHMENT H – SECTION 3 CLAUSE

All Section 3 covered contracts must include the following clause (referred to as the Section 3 Clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The Recipient agrees to send to each labor organization or representative of workers with which the Recipient has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Recipient's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The Recipient agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Recipient will not subcontract with any subcontractor where the Recipient has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The Recipient will certify that any vacant employment positions, including training positions, that are filled (1) after the Recipient is selected but before the Funding Agreement is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Recipient's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

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

ATTACHMENT I – AFFORDABLE HOUSING DESIGN STANDARDS