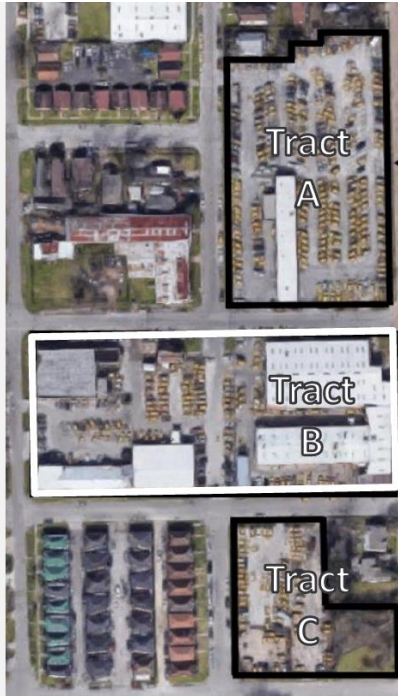
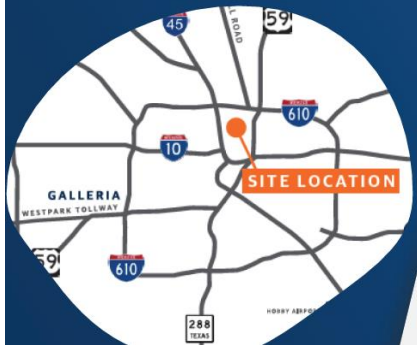


1406 & 1500 Hays Street – Greater Northside Neighborhood --Affordable Rental Housing Partnership Opportunity Request for Proposal

1406 & 1500 Hays Site and Immediate area Details



Urban Infill-Development Site in a Qualified Opportunity Zone

Address: 1406 and 1500 Hays St, 77009

Land Size: 3.214 acres/140,000 sqft

Block Boundaries: Hays, Hardy, Orr, Chapman St.

Utilities: Readily available

Accessibility: Access to I-10, I-69, I-45, 610 and Downtown

Flood Plain: Located in flood zone X, outside of the flood plain ¹

¹ FEMA Map Community Panel Number 48201C0690N dated 1/6/2017

July 15, 2024

Published by:

Harris County Housing Finance Corporation

Project and acquisition funding: 1406 Hays Street and 1500 Hays Street, Houston, Texas 77009. Pursuant to § 603(c)(1)(a) of the American Rescue Plan Act 2021 (Pub. Law 117-2), Land Acquisition funded with U.S. Treasury ARPA in a **Subrecipient Agreement** with the Harris County Housing Finance Corporation (**Subrecipient**). HCHFC 1406 Hays Landowner, LLC, a Texas limited liability company whose sole member is Subrecipient (**Landowner**) will ground lease to a third-party developer procured by Subrecipient in compliance with the Subrecipient Agreement.



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1. Request For Proposals

The Harris County Housing Finance Corporation (HCHFC) formally releases this Request for Proposals (RFP) to identify a Master Developer (Development Partner) to partner with the HCHFC to develop and operate a proposed minimum 90-unit affordable multifamily apartment on a 3.214-acre site owned by HCHFC Landowner located at 1406 & 1500 Hays Street in the Greater Northside Neighborhood in central Houston. Proposals are solicited pursuant to 2 CFR 200, Code of Federal Regulations.

2. Submission Instructions

Interested respondents must submit their proposal to HCHFC by 2:00 p.m. CDT on Thursday, August 29, 2024 to be considered for selection under this RFP. Respondents must submit their proposal in accordance with the requirements presented in Exhibit A and discussed within this RFP.

Proposals must be submitted using the form attached.

Proposals must be submitted by 2:00 p.m. CDT on Thursday, August 29, 2024.

Any questions related to this RFP must be sent by email to HCHFC's Authorized Contacts identified below:

Rene Martinez

Executive Director

Harris County HFC

Rene.Martinez@harriscountytx.gov

Steven Harris

Special Initiatives Manager

steven.harris@harriscountytx.gov

Persons desiring further information or interpretation of the RFP requirements must make a written request for such information to HCHFC by **August 15, 2024**, which is **no later than fifteen days before** the RFP submittal due date. Changes to the RFP documents will be made by addendum only. Questions and Answers that are significant will be provided as a Clarification Document(s).

RFP Available on the HCHFC Website: <https://harriscountyhfc.org/>

The following are attached to this RFP and incorporated herein by reference (**Background Materials**) in Exhibit A of this RFP:

- Land Title Survey
- Phase I Environmental Site Assessment
- Reference materials on the site, Site Analysis and photos, and Area Socioeconomic Data RFP Response Form (responses to be submitted via Submission Instructions.
HCHFCrfp@harriscountytx.gov)
-
- Affidavit of Negotiation
- Non-Suspension and Debarment Certification
- Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Disclosures
- Federal Funding Source Requirements: ARPA SLFRF

In addition, the following sample documents are provided for information purposes only; provided, however, developers are encouraged to prepare for and anticipate substantially similar terms to those included in these sample documents:

- Memorandum of Understanding
- Summary of Terms

NOTE: HCHFC reserves the right to negotiate the Summary of Terms and Memorandum of Understanding in its sole discretion.

2. About Harris County Housing Finance Corporation

The Harris County Housing Finance Corporation (HCHFC) is public non-profit corporation of Harris County formed in 1980 pursuant to Chapter 394 Local Government Code Housing Finance Corporations Act to promote affordable housing within the limits of Harris County. HCHFC is an issuer of Private Activity Bonds used to finance acquisition and construction of affordable housing. HCHFC is acquiring vacant and underutilized property to be developed with affordable housing through public-private partnerships. Under the Act, at least 90% of the units in a residential development financed by HCHFC must be reserved for occupancy by persons of low and/or moderate income (determined by HCHFC), in addition to any other requirements of the federal funding source and Subrecipient Agreement.

HCHFC encourages minority businesses, women's business enterprises, labor surplus area firms and historically underutilized businesses with relevant experience to submit proposals to this RFP.

3. Property Information

1406 & 1500 Hays Street is an approximately 3.214-acre property located on Hays Street, bordered by Hardy Street, Orr Street, and Chapman Street in the Greater Northside Neighborhood, north of downtown Houston. Acquisition of the property included participating in TCEQ's Voluntary Cleanup program, for which the property subsequently received a Certificate of Completion available as an exhibit to this RFP. The property was purchased by HCHFC in June of 2024 using Treasury ARPA funds.

HCHFC has included Background Materials to this RFP for information purposes only to assist respondents in evaluating the physical and regulatory factors affecting the development of this property. Prior to HCHFC acquiring the property, Houston Land Bank (**HLB**) partnered with the City of Houston's Housing and Community Development Department (**Houston HCD**) to develop plans for the site. HLB has acquired two tracts of land adjacent to the property and plans to develop these tracts with mixed-income single family for-sale homes. This RFP for the property builds on the significant community engagement work by Houston HCD and HLB. Houston HCD and HLB conducted public meetings to explore public interest and needs. The latest community engagement confirmed that the community's priorities for the property are:

- Affordable housing
- Park space
- Neighborhood amenities

The community's priorities for the property will necessitate a heavy focus on sustainable and accessible design. The project will integrate the different uses on the property and connect the property to the greater community. HCHFC has determined development of the property to be appropriate for financing using Texas Bond Review approved private activity bonds and 4% Low Income Housing Tax Credits. Accordingly, developers with prior experience with housing tax credit projects or similar low to moderate-income restricted development are encouraged to respond to this RFP, although such experience is not required. The project has the potential to

realize community aspirations in both the **Near Northside Complete Communities Action Plan (Community Action Plan Link)** <http://www.houstontx.gov/completemunities/nearnorthside/CC-NNS Action Plan 2018.07.27.pdf> and the **Near Northside Quality of Life Agreement (Agreement Link)**. <http://go-neighborhoods.org/wp-content/uploads/2016/01/2015-NearNorthside-QLA-LowRes.pdf>

4. Development Requirements

The respondent selected to partner with HCHFC must design, develop, and operate a project that aligns with the following RFP requirements:

- Approximately 90-unit affordable multifamily development. The Texas Bond Review Board requires for Priority 2 projects include 80% of the units at 60% Area Median Income (AMI) or below. The developer must comply, and cause the project to comply, with the applicable Federal Funding Source Requirements in Exhibit A; provided, however, developer is not anticipated to be a subrecipient or receive ARPA funding directly.
 - All of the units are anticipated to be affordable, reserving approximately 80% of the units for a targeted range of households earning at or below 30% - 60% AMI (72 units), 10% at 61-80% AMI (9 units), and 10% at 81-120% AMI (9 units). (see Table 1 for additional anticipated AMI estimates)
 - Affordability period will be at least 99 years.

Table 1. Income Level Requirements

Income Level (% of AMI)	Min. % of Units*	Estimated # of Units
30%	10%	9
31-50%	20%	18
51-60%	50%	45
61-80%	10%	9
81-120%	10%	9
Total		90

*Anticipated unit mix only

5. Deal Structure

The selected developer will enter into the following anticipated ownership and financing structure with HCHFC following the award of the development opportunity:

Land Ownership HCHFC under a Single Asset Entity (SAE) will own the land fee simple under a permanent affordability housing strategy for a 99-yr term and will ground lease the site to a selected development partner, potentially qualifying the property for a 100% property tax exemption under Equitable Title for the land and improvements with eligible ownership structures. HCHFC proposes it or its solely-owned affiliate act as the General Partner and will be the General Contractor to potentially confer Sales tax exemption on materials. HCHFC’s Counsel is Bracewell, and its Financial Advisor is Stifel.

Development Owner An affiliate of HCHFC and the selected developer or affiliate of developer are expected to enter into a limited partnership that will own the development and ground lease the land from HCHFC. The HCHFC affiliate is expected to act as the general partner and the selected

developer to act as the administrative limited partner of the limited partnership. The deal terms for this development will be memorialized in an Memorandum of Understanding and Summary of Terms to be prepared by Bracewell. Following award of the development opportunity, the selected developer will be required to execute the Memorandum of Understanding and Summary of Terms, and the HCHFC affiliate and developer affiliate will enter into a limited partnership agreement to formalize and facilitate the partnership and the development. The partnership shall establish the terms, location and design requirements for such groundlease, and requirements of applicable funding sources.

Financing

The selected developer is anticipated to fund this development in part with equity and debt via a loan from the proceeds of private activity bonds issued by HCHFC and/or a conventional mortgage and will pursue all appropriate funding sources, subject to HCHFC approval. While HCHFC is not able to provide funding for the entire development and has limited funding opportunities available, HCHFC recognizes that this proposed development may have a financing gap. The selected developer may make a loan application post-award to HCHFC. The selected developer will be responsible for securing all necessary funding for the development, and the selected developer will be a guarantor for such funding sources. The selected developer will be responsible for the construction, with an HCHFC affiliate serving as General Contractor, and management of the development, subject to the approval of the general partner in accordance with the anticipated limited partnership agreement, as required by HCHFC.

6. Submittal Requirements

All respondents must submit their proposals in accordance with this RFP prior to the submission deadline.

Respondents must submit their completed proposal including all required supporting documents discussed in the online proposal by 2:00 p.m. CDT on Thursday, August 29, 2024 to be considered for the award of the development opportunity discussed in this RFP.

One of the RFP's Authorized Contacts will notify each respondent within three business days of receiving a completed online proposal.

Any questions about this RFP must be sent by email to the RFP's Authorized Contacts:

Rene Martinez

Executive Director

Harris County HFC

Rene.Martinez@harriscountytx.gov

Steven Harris

Special Initiatives Manager, Harris County HFC

Steven.harris@harriscountytx.gov

Modifications to proposals previously submitted may be made by respondents up until the close of the RFP, August 15, 2024. Respondents may modify their proposals by submitting a new proposal online and notifying the RFP's Authorized Contacts by email that a new proposal has been submitted to replace the previous. Respondents may withdraw their proposal at any time. Requests to withdraw a previously submitted proposal from consideration must be made by email to the RFP's Authorized Contacts.

All materials submitted as part of the proposal become public property and are subject to the requirements of the Texas Open Records Act. Respondents who would like to keep portions of their proposal confidential or redacted prior to any potential public release must notify the RFP's Authorized Contact by email of the portions of the proposal that the respondent would like to redact or remain confidential and provide a statement describing why the redaction or confidentiality is being requested. HCFHC will endeavor to protect such information from disclosure to the extent allowed by state law.

HCHFC reserves the right to cancel this RFP at any time prior to the selection of a selected developer by the HCHFC Board of Directors, should it deem cancellation appropriate. HCHFC may also deem an proposal nonresponsive based on an initial review. All costs directly or indirectly related to the preparation of an proposal are the sole responsibility of the respondents.

7. Mandatory Requirements

Each entity that comprises the development team (for purposes of this section, "developer" means, as appropriate, each development team entity individually and/or collectively) must meet the following requirements to be eligible for award of the development opportunity discussed in this RFP:

- The developer must be a legally incorporated business entity that is able to conduct business and contract with the federal government, State of Texas, Harris County, and HCHFC.
- The developer must have submitted all applicable tax returns to the Internal Revenue Service (IRS), State of Texas, and Harris County.
- The developer must provide their organization's most recent certified financial audit or compiled financial documents (within the last two years) with the submission of their proposal.
- The developer must maintain and potentially purchase additional insurance coverage meeting HCHFC's minimum standards and must be able to add the HCHFC as an insured party on their insurance policies.
- The selected developer will be required to enter into the Memorandum of Understanding and Summary of Terms with HCHFC, or its affiliate, provided in substantially final form as Reference Materials for this RFP. HCHFC reserves the right to prepare or approve, as HCHFC may determine, other legal documents that the selected developer must execute to facilitate the development of the property.
- The selected developer must comply with the deal terms described in the Memorandum of Understanding and Summary of Terms included as Reference Materials for this RFP.
- The partnership/development owner will pay for the cost of HCHFC's title insurance policy(s) associated with the ground lease and any financing provided by HCHFC.
- The selected developer will provide all required guarantees to facilitate the financing, construction, and operation of the development.
- HCHFC, through its affiliate, will not elect to treat its affiliate as a taxable entity. The selected developer will negotiate the funding of pre-development costs necessary for the development of the property. The partnership/development owner will pay for HCHFC's legal fees associated with negotiating and executing agreements necessary for the development of the property at the close of construction financing.
- Developers shall comply with the conflict of interest standards of HCHFC and shall disclose any real or apparent conflict of interest to HCHFC. Proposals shall be disqualified from any developer, including an affiliate, employee, agent or officer of developer, if developer or any affiliate, agent, employee or officer of developer was a previous contributor to the plans, specifications or proposal documents for the project, if such contribution was in any way other than in an open forum.

8. Grounds for Rejection

HCHFC reserves the right to reject any proposals and to waive any minor informality in any proposal requirement. A minor informality is one that does not affect the competitiveness of the respondent. The following may be cause to reject an proposal as determined by HCHFC in its sole discretion:

- Submission of an proposal which is not signed by an individual empowered to bind the respondent.
- Evidence of collusion among respondents.
- Proposals received from a respondent who has been debarred or suspended by HCHFC, Harris County, or any federal or state agency.
- Proposals received from a respondent when its principals are currently debarred or suspended by federal, state or city governmental agencies.
- Poor performance in execution of work under an existing or previous HCHFC or County contract.
- Failure to achieve reasonable progress on an existing or previous HCHFC or County contract.
- Default on previous HCHFC or County contracts or failure to timely execute a previous contract after award.
- Evidence of failure to pay subcontractors, suppliers, or employees in accordance with previous contract requirements.
- Proposals containing omissions, alterations of form, additions, qualifications or conditions not called for by HCHFC, or incomplete proposals, and HCHFC reserves the right to determine the interpretation of same or to reject the proposal.
- Failure to negotiate and execute necessary agreements after award in a timely manner.
- Previous safety or environmental violations resulting in fines or citations by a governmental entity (e.g., U.S. Environmental Protection Agency, Texas Commission on Environmental Quality, etc.).
- Failure of a respondent to demonstrate its experience with projects of similar size, scope, and complexity.
- Evidence of a respondent's lack of sufficient resources, workforce, equipment, bonding capability, or supervision.

9. Protest Rights

Protests

The HCHFC Executive Director has the authority to settle or resolve any claim of an alleged deficiency or protest. The procedures for notifying the HCHFC of an alleged deficiency and making a protest are listed below. If a protester fails to comply with any of these requirements, the HCHFC Executive Director may dismiss the complaint or protest.

Protest Regarding the RFP (Pre-Submittal Protest)

Any protest regarding the RFP must be made no later than five business days prior to the due date and time for proposals. Any protest made after that date that raises issues regarding the RFP will not be considered.

Protests Regarding the Evaluation of Proposals

Any protest regarding the evaluation of proposals by the HCHFC must be made with HCHFC no later than five business days after the notification of award, or notification that the protestor's status as a respondent has changed, such as notification that an proposal has been found to be non-responsive or a respondent has been found to be non-responsible. Any protest filed after such date which raises issues regarding the evaluation will not be considered. Respondents may only protest the evaluation of their proposal.

Protest Regarding Award of Contract (Post-Award Protest)

Any protest regarding the award of the development opportunity must be filed no later than ten days after the date of award. Any protest regarding the award of the development opportunity made after such date will not be considered.

Process to Submit a Protest

Protests must be made by email to the Harris County Housing Finance Corporation, at rene.martinez@harriscountytexas.gov and must include the following information in the subject line: Protest and the name of the RFP; in the body of the email: your name, address, telephone, and email address, the specific facts and/or law upon which the protest of the RFP or the award is based, including all pertinent documents, and evidence thereto, and the form of relief requested.

- The protest must be concise and presented logically and factually to help HCHFC review.
- When HCHFC receives a timely written protest, the HCHFC Treasurer will determine whether the grounds for the protest are sufficient. If the HCHFC Treasurer determines that the grounds are sufficient, a protest hearing will be scheduled, usually within five business days. If the HCHFC Executive Director determines that the grounds are insufficient, HCHFC will notify the protester of that decision in writing.
- The protest hearing is informal and is not subject to the Texas Open Meetings Act. The purpose of the hearing is to give the protester a chance to present its case; it is not an adversarial proceeding.
- Those who may attend the protest hearing are representatives from HCHFC that oversaw the RFP, the Harris County Office of County Attorney, and other appropriate Harris County staff. The protestor may bring a representative or anyone else that will present information to support the factual grounds of the protest at the hearing.
- A decision will be made within thirty calendar days after the hearing.
- HCHFC will send the protester a copy of the hearing decision after the appropriate staff have reviewed the decision.
- When a protest is made, HCHFC usually will not make an award until a decision on the protest is determined. However, HCHFC will not delay an award if the HCHFC Executive Director determines that HCHFC urgently requires the development of the property and failure to make an award promptly will unduly delay the development. In those instances, HCHFC will notify the protester and make every effort to resolve the protest before the award.

10. Process and Timeline

July 15, 2024 - Request for Proposals Published

August 29, 2024 - Proposals Due by 2:00 p.m. CDT

All completed proposals, including all required supporting materials, must be received prior to the due date to be considered for award.

September 4, 2024 – Schedule Interviews

One of the RFP's Authorized Contacts will notify the respondents and request that they meet virtually with the RFP Evaluation Panel to allow them to ask additional questions about their qualifications. All respondents should be prepared to make themselves available the day of September 4-6, 2024.

September 9, 2024 - The RFP Evaluation Panel will score each complete proposal submitted prior to the due date.

September 10, 2024 - Recommendation

The Evaluation Panel will review the RFP Evaluation Scores, Summary, and recommend a preferred development partner to the HCHFC Board of Directors for consideration of the award of the development opportunity.

September 18, 2024

HCHFC Board of Directors Selection

The HCHFC Board of Directors will convene publicly and will consider HCHFC's recommendation for award. It is at the HCHFC Board of Directors' discretion to select and award the development opportunity to the selected developer. Following award, the selected developer will enter into an Exclusive Negotiation Period with HCHFC per the Affidavit of Negotiation (signed as part of the RFP Response Form). All parties must diligently pursue contract negotiations within the Exclusive Negotiation Period set forth in the Affidavit of Negotiation with the intent of executing agreements to create the limited partnership, apply for funding, and facilitate the development.

September 18 and October 18, 2024

Beginning and End of Exclusive Negotiation Period

Primary partnership documents must be executed before the end of the Exclusive Negotiation Period. These are anticipated to include the Summary of Terms and Memorandum of Understanding. The Exclusive Negotiation Period will expire on October 11, 2024, at 5:00 pm (CDT). The Exclusive Negotiation Period may be extended by up to an additional two months upon the mutual agreement of both parties.

October 20, 2024

Final date for HCHFC to submit a Bond Application to the Texas Bond Review Board subject to Bond Inducement Approval by the HCHFC Board.

January 31, 2025

Expected notice of Bond Lottery and three-day window starts for the Developer to submit a 4% Tax Credit Application to TDHCA.

July 30, 2025

180-day TDHCA deadline to close on Financing

January 2, 2027

18-month construction completion

11. Exhibit A: RFP Response Form, Affidavits, and Certificates, and Requirements for Submission.
1406 & 1500 Hays Street

RFP Response Form

To be considered for the award of this development opportunity, please complete the RFP Response Form available at the following web address and submit it to HCHFC based on the directions described in the Submission Instructions.
HCHFCrfp@harriscountytexas.gov

Response Form Questions and Scoring Criteria

Proposals will be scored (for a total of 100 points) across four categories described below and the top scoring proposer will be chosen to begin negotiations with HCHFC: *Table 2. Scoring Criteria*

Table 2 Category	Scored		Points
Development Team			30
Example Developments			30
Community Factors			20
Interviews			20
		Total	100

Development Team Questions – 30 points

The following questions provide HCHFC with initial qualifying information regarding a respondent’s experience with and approach to affordable multi-family tax credit development, mixed-income, and mixed-use developments.

- 1) Please provide the company name, point of contact name, and point of contact email for each of the following members of your proposed development team for this development. **Unscored**
 - a) Developer
 - b) Co-Developer (if applicable)
 - c) Architect
 - d) Engineer
 - e) Property Manager

- 2) Please describe why your development team is best suited to develop the site. **5 points**

- 3) How many multi-family developments has the developer or co-developer who will act as guarantor for this development placed in service within the last ten years? Provide a list of developments with the following. **5 Points**
 - a) Name
 - b) Address
 - c) Number of units
 - d) Date of last Certificate of Occupancy
 - e) Affordability Restrictions; if any

4) Please describe your development team's experience with designing, financing, developing, and operating mixed-use developments. **15 points**

5) Please describe your anticipated financing strategy for this project. **Unscored**

6) Provide a copy of the most recent certified financial audit or disclosures (completed within the last two years) from the developer who will act as guarantor for this development. **5 points**

Example Developments – 30 Points

The following multi-part question provides HCHFC with more detailed information regarding specific, relevant, projects completed by a respondent.

7) Provide a detailed summary of two of the developer's or co-developer's most innovative and successful developments placed in service within the last seven years; please be sure to include the following.

Project description

a) Placed-in-service date

b) Address

c) Type of development (e.g., Missing Middle low density, garden walk-up, 5-story structured parking, etc.)

d) Income restrictions (Number of Units at or below 30% MFI, Number of Units at or below 50% MFI, Number of Units at or below 60% MFI, Number of units at or below 80% MFI, Number of units at or below 120% MFI, Number of unrestricted units)

e) Number of Units by Bedroom Count (Number of efficiencies, Number of 1 bedrooms, Number of 2 bedrooms, Number of 3 bedrooms, Number of 4+ bedrooms)

f) Target population

g) Partnership structure, including specifying if this was a public/private partnership

h) Primary funding strategy and sources

i) Current occupancy rate

j) What were the design considerations for this project and how did they impact the project?

k) How did the project shift from initial underwriting/approvals through closing, construction, and conversion?

l) Describe your community engagement efforts during pre-development, construction, and operation.

m) Please attach underwriting pro forma for the development, as approved by either the state housing finance agency, the lender, or the equity investor.

Community Factors Questions – 20 Points

8) Please describe your development team's construction management practices that will be used as part of this development to act as a good neighbor to the adjacent property owners. **5 points**

9) Please describe your proposed property management company for this development and why they are best suited to operate and maintain the property and any compliance issues and how were they resolved. **10 points**

10) Please describe how your development team will form and leverage relationships with neighborhood groups, organizations, and business to help support a vibrant and enriching neighborhood. **5 points**

Interviews - 20 Points

Responsive, responsible proposers will be invited to interview with HCHFC and scored based on each developer's descriptions of past experience, problem-solving approach, compliance track record, community factors and development approach.

20 points

Final Selection

Each proposal shall be evaluated using the scoring criteria above to identify the most advantageous proposal to HCHFC. Proposals will be scored on a scale of 0-100 points. HCHFC will begin negotiations of an MOU and Summary of Terms with the with the developer that submitted the highest scored proposal. HCHFC reserves the right to negotiate with the next highest scoring proposer if for any reason negotiations with the highest scored proposer are not successful.

Affidavits & Certifications

Affidavit of Negotiation

THIS FORM MUST BE FULLY COMPLETED AND SIGNED BY THE RESPONDENT TO BE CONSIDERED FOR THE AWARD OF THE DEVELOPMENT OPPORTUNITY.

I, _____, an authorized representative of _____ (developer entity) a legally formed entity, submit this proposal in response to the RFP released by the Harris County Housing Finance Corporation (HCHFC) on July 15, 2024 requesting proposals and qualifications for potential developers to partner with HCHFC to develop income-restricted affordable housing on a property HCHFC owns at 1406 & 1500 Hays Street in Houston, Texas.

If selected for the award of the development opportunity, I do hereby agree to enter into an Exclusive Negotiation Period (ENP) with HCHFC the term of which will begin on the date of selection by the HCHFC Board of Directors, September 18, 2024 and end on October 18, 2024.

I agree to diligently pursue contract negotiations with HCHFC within the ENP in a good faith effort to execute the agreements necessary for the development of the property prior to the end of the ENP. If after a reasonable time of negotiation HCHFC concludes that little progress has been made toward negotiating the necessary agreements, HCHFC reserves the right to terminate negotiations with the Selected Developer from the Board, and request authorization to begin negotiations with the next highest scoring respondent.

I understand and agree that if the agreements necessary for the development of the property are not executed within the ENP, the ENP may be extended for up to two months as needed by the mutual agreement of both parties.

I understand and agree that HCHFC reserves the right to select the next highest scoring respondent or resolicit for new qualifications if, at the conclusion of the ENP, the necessary agreements have not been executed.

I understand that if awarded the development opportunity, I must comply with the deal terms stated in the Memorandum of Understanding and Summary of Terms on the RFP webpage. These terms may be amended by mutual consent of both parties post-award. However, such amendments will be supported by HCHFC only in the instance where such amendments are necessitated by new information learned post-award that was not available prior to the close of the RFP.

I understand and agree that I am responsible for any and all costs necessary to prepare and submit my proposal and agree to pay any and all necessary costs to be incurred prior to the execution of the agreements necessary to develop the property, including but not limited to any and all costs associated with the preparation of plans and proposals if my organization is selected for the development opportunity.

I understand if awarded the development opportunity, I am responsible for the full payment of all pre-development costs necessary to facilitate the successful financing, design, and permitting of the development. I understand that if selected I will be required to comply with the Mandatory Requirements described in the RFP as a condition of the award of the development opportunity.

Developer Entity (Printed Name)

Authorized Representative (Printed Name)

Authorized Representative (Signature)

Date

Authorized Representative Email

Certificate of Non-Suspension and Debarment

THIS FORM MUST BE FULLY COMPLETED AND SIGNED BY THE RESPONDENT TO BE CONSIDERED FOR THE AWARD OF THE DEVELOPMENT OPPORTUNITY.

I affirm my organization is not currently suspended or debarred from bidding or contracting with the United States Federal Government, State of Texas, or Harris County.

Developer Entity (Printed Name)

Authorized Representative (Printed Name)

THIS FORM MUST BE FULLY COMPLETED AND SIGNED BY THE RESPONDENT TO BE CONSIDERED FOR THE AWARD OF THE DEVELOPMENT OPPORTUNITY.

I certify and agree that I have not and will not influence the HCHFC RFP evaluation and award process in any way either directly or indirectly, including, but not limited to, offering or providing any good or service of value to HCHFC staff or officers in exchange for more favorable consideration.

I certify I have no present knowledge of a potential or existing conflict of interest with HCHFC that may give my proposal an unfair advantage over other proposers or unduly benefit my organization in any way. I agree to notify an HCHFC Authorized Project Manager in writing as soon as I become aware of any potential or existing conflict of interest in the future.

I understand and agree to comply with Harris County's Anti-Lobbying Requirements while this RFP is open.

Developer Entity (Printed Name)

Authorized Representative (Printed Name)

Authorized Representative (Signature)

Date

HCHFC and Harris County Eligible Applicants

Non-profit organizations (including faith-based organizations providing services in a secular manner), for-profit developers of affordable housing may apply for funding. All non-profit organizations must have non-profit status with supporting documentation from the IRS at the time of proposal to be considered for funding through Harris County. Applicants must be in good standing with all housing authority programs. Harris County will verify debarment status through the System for Award Management (SAM) and the Office of Foreign Assets Control's Specially Designated National and Blocked Persons List. Applicants listed as debarred in either system may not be considered for funding through Harris County. Eligible Applicants may also include those acting individually or as participants in a limited partnership (LP) or limited liability corporation (LLC).

Tax Policy for all Applicants

Pursuant to TX Local Government Code 262.0276, Harris County requires that all applicants' taxes be current to be eligible for assistance. Whether or not an applicant's taxes are delinquent will be determined by an independent review of the Tax Office records. Applicants who believe a delinquency is reflected in error must contact the Tax Office to correct any errors or discrepancies prior to submitting their proposal in order to ensure that their proposal will be considered. Tax records are available online at the Tax Office website found at www.hctax.net. Delinquent tax status of organizations and property can be found at <http://www.hctax.net/Property/DelinquentTax>. Prior to submitting a proposal, applicants are encouraged to visit the Tax Office website, set up a portfolio of their accounts and make their own initial determination of the status of their tax accounts. Furthermore, if during the performance of this contract, an applicant's taxes become delinquent, Harris County reserves the right to provide notice to the Auditor or Treasurer pursuant to Texas Local Government Code §154.045.

Accessible units

Developments must comply with current ADA Standards and Section 504 requirements, which includes a requirement that 5 percent of the dwelling units be accessible for persons with mobility disabilities and an additional 2 percent must be accessible for persons with hearing or visual disabilities. In addition to the minimum Section 504 requirements, for new construction and major rehabilitation projects, two additional mobility accessible and one additional vision/hearing accessible unit be required.

Fair Housing and Equal Access to Housing

Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended prohibits discrimination in the sale, rental, and financing of dwellings, and in other housing-related transaction, and provides equal access to housing. As required by the U.S. Department of Housing and Urban Development (HUD), Harris County must produce and implement a Fair Housing Plan that includes an analysis of Impediments to Housing Choice. Harris County's Fair Housing Plan can be found on the County's Housing and Community Development website at <https://csd.harriscountytexas.gov/Pages/HCFairHousingPlan.aspx>. The Fair Housing Plan sets several strategies to improve housing choice in addition to elimination of housing overt discrimination, these include strategies to improve the quality of community amenities and services. CSD encourages all organizations to review the Harris County Fair Housing Plan and the HUD Fair Housing Planning Guide at <http://www.hud.gov/offices/fheo/images/fhpg.pdf> and create strategies for your organization to encourage Fair Housing in Harris County

12. TCEQ No Further Action Exhibit and Related, Project & Neighborhood Exhibits

Jon Niermann, *Chairman*
Emily Lindley, *Commissioner*
Bobby Janecka, *Commissioner*
Toby Baker, *Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

September 26, 2022

Ms. Christa Stoneham
CEO
Houston Land Bank
4450 Harrisburg Blvd.
Houston, TX 77011

Re: Approval
Site Investigation Report (SIR), May 25, 2022 and *Response Action Completion Letter*, June 14, 2022
Yellow Cab - Tract 1
1500 Block of Bigelow and Bardwell Streets, Houston, Harris County
TCEQ SWR No. T3757; EPA ID No. TXD000618538;
Customer No. CN601617194; Regulated Entity No. RN103081857

Dear Ms. Stoneham:

The Texas Commission on Environmental Quality (TCEQ) has reviewed the above-referenced submittals. The report and letter are regarding the Phase II Environmental Site Assessment (ESA) for Yellow Cab - Tract 1. Six temporary monitoring wells were installed, and representative soil and groundwater samples were collected at each location. It was noted from the results that soil samples exhibited lead concentrations exceeding the Texas Risk Reduction Program (TRRP) residential assessment levels (RALs). Approximately 80 cubic yards of lead-affected soils were removed and were disposed of at McCarty Road Landfill located in Houston, Texas. Confirmation soil samples did not indicate concentrations of lead above the RAL. Concentrations in groundwater samples did not exceed the RALs.

An Affected Property Assessment Report (APAR) is not required and TRRP (30 TAC Chapter 350) is not triggered when COCs are not detected above MQL, background, or applicable residential assessment/action levels. Considering the findings of the subject report and other available information, TCEQ approves the report and has determined that No Further Action is necessary.

Please be aware that it is the continuing obligation of persons associated with a site to ensure that municipal hazardous waste and industrial solid waste are managed in a manner which does not cause the discharge or imminent threat of discharge of waste into or adjacent to waters in the state, a nuisance, or the endangerment of the public health and welfare as required by 30 TAC §335.4. If the activities described in the report fail to comply with these requirements, please take any necessary and authorized action to correct such conditions. A TCEQ field inspector may conduct an inspection of the site to determine compliance with the report.

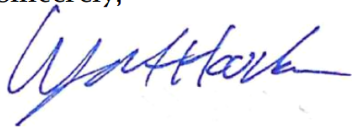
P.O. Box 13087 • Austin, Texas 78711-3087 • 512-239-1000 • tceq.texas.gov

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printed on recycled paper

Ms. Stoneham
Page 2
September 26, 2022
TCEQ SWR No. T3757

Questions concerning this letter should be directed to me at (512) 239-2362. When responding by mail, please submit one paper copy and one electronic copy (on USB or disc) of all correspondence and reports to the TCEQ Remediation Division at Mail Code MC-127. An additional copy should be submitted in electronic format to the local TCEQ Region Office. The information in the reference block should be included in all submittals. Note that the electronic and hard copies should be identical, complete copies. A Correspondence ID Form (TCEQ Form 20428) must accompany each document submitted to the Remediation Division and should be affixed to the front of your submittal. The Correspondence ID Form helps ensure that your documents are identified correctly and are routed to the applicable program for a timely response.

Sincerely,



Wyatt Hooks, Project Manager
VCP-CA Section
Remediation Division
Texas Commission on Environmental Quality

WAH/wah

cc: Ms. Alma Jefferson, TCEQ, Waste Section Manager, Houston Regional Office, MC R-12, (via e-mail)

Texas Commission on Environmental Quality
Remediation Division Correspondence Identification Form

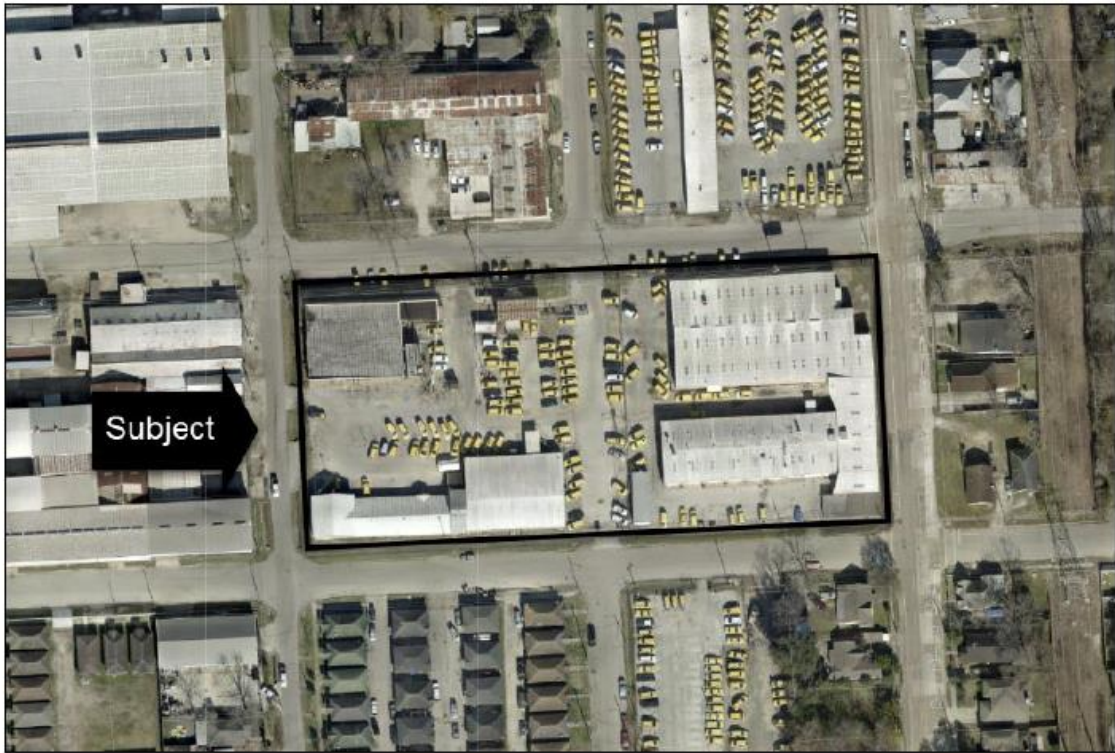
SITE & PROGRAM AREA IDENTIFICATION			
SITE LOCATION		REMEDATION DIVISION PROGRAM AND FACILITY IDENTIFICATION	
Site Name: Yellow Cab - Tract 2		Is This Site Being Managed Under A State Lead Contract? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Address 1: 1500 Hays Street		Program Area: IHW Corrective Action	
Address 2:		Mail Code: MC-127 (IHW)	
Houston State: Texas		Is This A New Site To This Program Area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Zip Code: 77009	County: Harris	Additional Information: T3740	
TCEQ Region: Houston - 12		Additional Information:	

DOCUMENT(S) IDENTIFICATION	
PHASE OF REMEDIATION	DOCUMENT NAME
1. Closure	Response Action Completion Report
2. Please select a phase of remediation	
3. Please select a phase of remediation	
4. Please select a phase of remediation	
5. Please select a phase of remediation	

CONTACT INFORMATION			
<input checked="" type="checkbox"/> I attest that all work has been done in accordance with TCEQ rules		<input checked="" type="checkbox"/> I certify that I am aware misrepresentation of any claim is a violation.	
RESPONSIBLE PARTY/APPLICANT/CUSTOMER INFORMATION (IF APPLICABLE)			
Victor Harter 4155 Sarita Drive Fort Worth, TX 76109			
ENVIRONMENTAL CONSULTANT/REPORT PREPARER/AGENT			
Tim O'Neil, PE ESE Partners, LLC tim@esepartners.com			
SIGNATURES			
<i>Victor Harter</i>		<i>Tim O'Neil</i>	
Victor Harter	1/23/24	Tim O'Neil	1/23/24

DATABASE CODES			
Document No.	TCEQ Database Term	Document No.	TCEQ Database Term
1.		4.	
2.		5.	
3.			

1406 & 1500 Hays Street Site Photo



Aerial view of the subject property



MAP DATA		MAP LEGEND		Powered by CoreLogic®
FEMA Special Flood Hazard Area: No		Areas inundated by 500-year flooding	Protected Areas	
Map Number: 48201C0690N		Areas inundated by 100-year flooding	Floodway	
Zone: X		Velocity Hazard	Subject Area	
Map Date: January 06, 2017				
FIPS: 48201				

Missing Middle Affordable Rental Housing Typology Illustration

The term "missing middle housing" was introduced by architect Daniel Parolek in 2010.



Missing Middle Affordable Rental Housing Typology Illustration



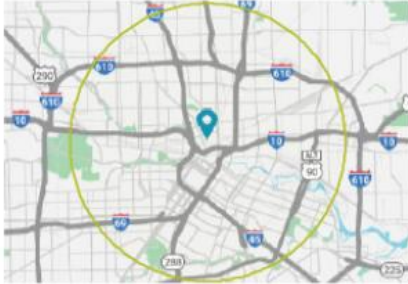
Duplex Stacked

A small- to medium-sized structure that consists of two stacked dwelling units, one on top of the other, both of which face and are entered from the street.

Bungalow Court

This building type consists of a series of small, detached structures, providing multiple units arranged to define a shared court that is typically perpendicular to the street. The shared court takes the place of a private rear yard and is an important community-enhancing element

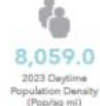
Surrounding Area Demographics



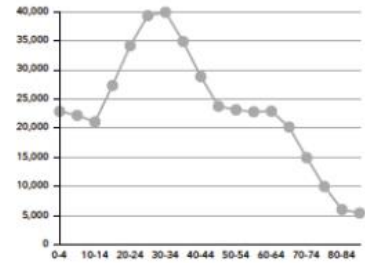
EDUCATIONAL ATTAINMENT



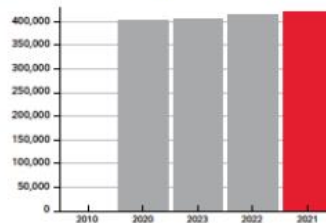
EMPLOYMENT



POPULATION BY AGE GROUP



POPULATION TIME SERIES 2010-2023



Federal Funding Source Requirements

The respondent (“Obligated Party”) acknowledges the acquisition of the property to be developed under the development opportunity to be awarded under the RFP (“Contract”) was funded in whole or in part through a subaward under that certain Subrecipient Agreement by and between the Harris County Housing Finance Corporation and Harris County, Texas (“County”), which is funded with Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) established and governed by sections 602(c) and 603(c) of the Social Security Act (the “Act”), regulations adopted by U.S. Department of the Treasury (“Treasury”) pursuant to sections 602(f) and 603(f) of the Act (31 CFR Part 35), and guidance issued by Treasury regarding the foregoing (collectively, the “SLFRF Requirements”), which includes each of the applicable requirements summarized herein (“Exhibit”).

Governmentwide Requirements for Drug-Free Workplace (31 CFR Part 20). Obligated Party will encourage its subcontractors to comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, title v, subtitle D; 41 U.S.C. 701 *et seq.*) and implementing regulations at 2 CFR part 182, and maintain a drug-free work environment.

New Restrictions On Lobbying (31 CFR Part 21). Obligated Party will encourage its subcontractors to comply, as applicable, with the New Restrictions on Lobbying (31 CFR Part 21), including completion of the Anti-Lobbying Certificate if the Contract amount is over \$100,000.

Increasing Seat Belt Use in the United States (Executive Order 13043 (Apr. 18, 1997)). Obligated Party is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented, or personally owned vehicles.

Reducing Text Messaging While Driving (Executive Order 13513 (Oct. 6, 2009)). Obligated Party is encouraged to adopt and will encourage its employees and subcontractors to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

Participation by Minority & Women-Owned Business Enterprises (2 CFR 200.321). Obligated Party must comply with the Minority and Women-owned Business Enterprise participation requirements under 2 CFR 200.321. Obligated Party must take all affirmative steps necessary to contract or subcontract with Minority and Women- owned Business Enterprises (MWBES) to assure that MWBES are used when possible. These 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 businesses, and women’s business enterprises;
- 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises; and

- 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration.

The State of Texas maintains a Historically Underutilized Business Program, which identifies any business at least fifty-one percent (51%) owned by an Asian Pacific American, Black American, Hispanic American, Native American, American woman and/or Service Disabled Veteran, who reside in Texas and actively participate in the control, operations and management of the entity's affairs as a Historically Underutilized Business (also considered MWBEs). Parties who wish to check the status of a firm may visit <https://comptroller.texas.gov/purchasing/vendor/hub/>.

Procurement of Recovered Materials (2 CFR 200.323). Obligated Party must comply, to the extent applicable, with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Minimum Bonding Requirements (2 CFR 200.326). If the Contract involves construction or facility improvements in excess of the simplified acquisition threshold, as that term is defined in 2 CFR Part 200, subpart A, Obligated Party shall maintain a performance bond for 100 percent (100%) of the contract price to secure fulfillment of all the Contract requirements.

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR 200.216). Obligated Party shall not contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system funded under the Contract. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- (1) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

- (2) Telecommunications or video surveillance services provided by such entities or using such equipment.

- (3) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Non-Collusion (The Sherman Act). Obligated Party must comply with the requirements of The Sherman Act, which prohibit collusion. Collusion occurs when two persons or representatives of an entity or organization make an agreement to deceive or mislead another. Such agreements are usually secretive and involve fraud or gaining an unfair advantage over a third party, competitors, consumers, or others with whom they are negotiating. The collusion, therefore, makes the bargaining process inherently unfair. Collusion can involve promises of future benefits, price or wage fixing, kickbacks, or misrepresenting the independence of the relationship between the colluding parties. The Sherman Act prohibits any agreement among competitors to fix prices, rig bids, or engage in other anticompetitive activity. Collusion, bid rigging, or other anticompetitive activity is considered a felony.

Obligated Party shall not in any way, directly or indirectly:

- a. Collude, conspire, or agree with any other person, firm, corporation, bidder, or potential bidder to the amount of a bid or the terms or conditions of a bid.
- b. Pay or agree to pay any other person, firm, corporation, bidder, or potential bidder any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in its bid or the bid of any other bidder.
- c. Assemble in coordination with any other organization in an attempt to fix the price of the work.

Obligated Party is expected to report any suspected fraud, collusion, or impropriety from the inception of solicitation through the end of the contract term.

2 CFR PART 200 Appendix II Requirements

Remedies (2 CFR Part 200, Appendix II(A)). The administrative, contractual, or legal remedies in the Contract apply when the Obligated Party defaults, violates, or breaches the Contract.

Termination For Cause/Convenience (2 CFR Part 200, Appendix II(B)). Federal law requires the Contract address termination for cause and convenience, and the parties shall comply with such provisions.

Equal Employment Opportunity (41 CFR Part 60; 2 CFR 200, Appendix II (C)). To the extent the Contract meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3, the Contract must contain and Obligated Party must comply with the following provisions:

“During the performance of this contract, the contractor agrees as follows:

- 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees

and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- 4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the contractor so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the contractor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such contractor; and refer the case to the Department of Justice for appropriate legal proceedings.”

Davis-Bacon Act (2 CFR Part 200, Appendix II (D)). Under the SLFRF program, the requirements of the Davis-Bacon Act (40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708) and applicable regulations at 29 CFR Part 5 do not apply to projects solely funded with SLFRF funds, and such requirements are not expected to apply to the Contract.

Copeland “Anti-Kickback” Act (2 CFR Part 200, Appendix II (D)). Obligated Party shall comply with the applicable requirements of the Copeland “Anti-Kickback” Act (40 U.S.C. 3145) and the requirements of 29 CFR part 3, which prohibits Obligated Party from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. Obligated Party shall notify County of any suspected or reported violations of this provision.

Contract Work Hours and Safety Standards Act (2 CFR Part 200, Appendix II (E)). If at any time during the Contract term, the contract amount exceeds \$100,000 and the Contract involves the employment of mechanics or laborers, Obligated Party must comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), including particularly 40 U.S.C. 3702 and 3704,

as supplemented by Department of Labor regulations (29 CFR Part 5). Obligated Party must compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to the Contract and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

Rights to Inventions Made Under a Contract or Agreement (2 CFR Part 200, Appendix II(F)).

Obligated Party agrees that if the Federal award funding all or part of the Contract meets the definition of “funding agreement” under 37 CFR § 401.2(a) and the Contract concerns the substitution of parties, assignment, or performance of experimental, developmental, or research work under that “funding agreement,” the parties must comply with the applicable requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Clean Air Act and the Federal Water Pollution Control Act (2 CFR Part 200, Appendix II (G)).

Obligated Party must comply with all applicable provisions of the Clean Air Act (42 U.S.C. § 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended. Obligated Party agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act, as amended.

Obligated Party agrees to report each violation of the Clean Air Act or Federal Water Pollution Control Act to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency and the appropriate Environmental Protection Agency Regional Office.

REQUIRED CONTRACT PROVISIONS

Obligated Party shall comply with all of the following contract provisions. Obligated Party shall insert in any subcontracts the provisions set forth in this exhibit as indicated, and such other provisions as the County may require, and a clause requiring its subcontractors to include these provisions in any lower tier contracts or subcontracts. Failure to comply by Obligated Party or by any subcontractor may be grounds for termination of the Contract and for debarment as a contractor or subcontractor, as applicable.

For purposes of these required contract provisions, “Contract” shall include any contract or subcontract between Obligated Party and a contractor or subcontractor for the acquisition of property or services paid for, directly or indirectly, in whole or in part, with SLFRF funds.

NO OBLIGATION OF THE FEDERAL GOVERNMENT

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non- Federal entity, Contractor, or any other party pertaining to any matter resulting from this Contract.

DISCRIMINATION

Contractor must comply with the statues and regulations prohibiting excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, religion, national origin, sex, disability, or age, including, but not limited to, Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) (31 CFR Part 22); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) (24 CFR Parts 8-9); The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.), and the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) (31 CFR Part 23).

DISABILITIES

Contractor must comply with all applicable federal, state, and local laws and regulations that prohibit recipients of federal funding from discriminating against individuals with disabilities. Applicable laws and regulations may include, but are not limited to, the following: Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) (24 CFR Parts 8-9); The Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12101 et seq.); the Architectural Barriers Act of 1968 (42 U.S.C. 4151 et seq.); the Uniform Federal Accessibility Standards in Title 24, U.S.C. and associated regulations (24 CFR Part 40); the Architectural Barriers Rules; and the Texas Accessibility Standards.

UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION FOR FEDERAL AND FEDERALLY-ASSISTED PROGRAMS (49 CFR Part 24)

To the extent applicable, Contractor must comply with the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

ENVIRONMENTAL LAWS

Contractor must comply with all applicable environmental standards that 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 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.), and U.S. Environmental Protection City regulations pursuant to 40 CFR Part 50, as amended; (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).

FAIR LABOR STANDARDS ACT

Contractor must comply the Fair Labor Standards Act of 1938 (29 U.S.C. Section 201 et seq.) (29 CFR Parts 1, 3, 5, 6 and 7) 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 this Contract. Contractor will 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; the Texas Payday Law; the Equal Pay Act; Title VII of the Civil Rights Act of 1964; or any provisions of the Texas Labor Code, as amended.

WHISTLEBLOWER PROTECTION ACT

In accordance with 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, 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.

The list of persons and entities referenced in the paragraph above includes the following:

- i. A member of Congress or a representative of a committee of Congress;
- ii. An Inspector General;
- iii. The Government Accountability Office;
- iv. A Treasury employee responsible for contract or grant oversight or management;
- v. An authorized official of the Department of Justice or other law enforcement agency; A court or grand jury; or
- vi. A management official or other employee of Contractor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

2 CFR PART 200 REQUIRED CONTRACT PROVISIONS

MANDATORY DISCLOSURES (2 CFR 200.113)

Contractor must disclose, and require its subcontractors to disclose, in a timely manner, in writing to the Federal awarding agency or the County all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award funding all or part of this Contract. Failure to make required disclosures can result in any of the remedies described in 2 CFR 200.339.

POTENTIAL CONFLICTS OF INTEREST (2 CFR 200.318(c))

Contractor must comply, and cause its subcontractors to comply, with conflicts-of-interest requirements imposed under this Contract in accordance with the standards set forth in 2 CFR 200.318(c). No employee, officer, or agent of Contractor may participate in the selection, award, or administration of this Contract or any other contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Contractor may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. Conflicts of interest would also arise

because of Contractor's relationship with a parent company, affiliate, or subsidiary organization and the Contractor is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

DOMESTIC PREFERENCE REQUIREMENTS (2 CFR 200.322)

As appropriate and to the extent consistent with law, Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this paragraph must be included in all subcontracts and purchase orders for work or products under this Contract. For purposes of this paragraph:

- 1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- 2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

COST PLUS CONTRACTING PROHIBITED (2 CFR 200.324(D))

The cost plus a percentage of cost and percentage of construction cost methods of contracting are prohibited by 2 CFR 200.324(d), including in subcontracts and third-party contracts.

RECORDS AND ACCESS (2 CFR 200.334-.338)

Contractor shall maintain records and financial documents sufficient to evidence compliance with the Act, Treasury's regulations and guidance, and this Exhibit, in accordance with 2 CFR 200.332(a)(5) and 200.334-.338.

Contractor shall prepare and submit financial, progress, monitoring, evaluation, personnel, property, and financial records and other reports as required by this Contract and the County (in the format acceptable to County) to assure proper accounting of all Federal project funds. Contractor shall furnish such information that, in the judgment of the County, may be relevant to questions of compliance with contractual conditions hereunder or granting agency directives, or with the effectiveness, legality, and goals of this Contract.

Contractor shall provide the Treasury, Inspector General, the Government Accountability Office, County, or any of their authorized representatives access to any documents, papers, or other records of the Contractor that are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions and to allow such parties to reproduce by any means whatsoever, to copy excerpts and transcriptions as reasonably needed, and to access construction, or work sites pertaining to the services/work being completed under this Contract.

Records shall be maintained by Contractor for a period of three (3) years after all federal funds have been expended or returned to Treasury, whichever is later; provided, however, if any litigation, claim, negotiation, audit, or other action or event has been started before the expiration of the required record retention period, records must be retained until completion of the action or event and resolution of all issues that arise from it.

Contractor acknowledges that all federal funds may not be expended until September 30, 2026 to meet the federal deadline of December 31, 2026.

DEBARMENT / SUSPENSION AND VOLUNTARY EXCLUSION (2 CFR Part 200, Appendix II (H); 2 CFR Part 180; 31 CFR Part 19)

Contractor, for itself and its principals, warrants it is eligible or otherwise not disqualified or prohibited from participation in federal or state assistance programs. Contractor must verify that all of its subcontractors performing work under this Contract are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. Contractor further must notify the County in writing immediately if Contractor or its subcontractors are not in compliance with this paragraph during the term of this Contract. If it is later determined that Contractor did not comply with this paragraph, the County or the Federal Government may pursue any and all available remedies (which shall be cumulative and not exclusive), including, but not limited to, suspension and/or debarment of Contractor or its subcontractors.

BYRD ANTI-LOBBYING AGREEMENT (31 U.S.C. § 1352; 2 CFR 200, APPENDIX II(I))

Pursuant to the Byrd Anti-Lobbying Agreement (31 U.S.C. § 1352), if at any time during the Contract term the funding to such contract exceeds \$100,000.00, Contractor shall file with the County the Federal Standard Form LLL titled "Disclosure Form to Report Lobbying" as laid out in a form available from County upon request.

Each tier of subcontractor certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any covered federal award. Contractor shall ensure each subcontractor requires such disclosures be forwarded from tier to tier up to the County