



**TEXAS GENERAL LAND OFFICE**  
is  
**REQUESTING APPLICATIONS**  
for  
**Community Development Block Grant – Disaster Recovery**  
**Affordable Rental Program Funding**

**REQUEST FOR APPLICATIONS NO. X0015648-JC**

**Release Date: July 16, 2018**  
**Final Applications Due: October 21, 2018 by 5:00 PM Central Time**

This RFA, supporting documentation, and any RFA addenda may be obtained from the GLO's [www.recovery.texas.gov](http://www.recovery.texas.gov) website on the Affordable Rental Program Page. An announcement and link to the RFA will be posted on the State of Texas's eGrants website via <https://egrants.gov.texas.gov/>. Applicants are responsible for checking the GLO's website for any addenda to this RFA. Interested parties may email [harveysupport@glo.texas.gov](mailto:harveysupport@glo.texas.gov) with the subject line "Affordable Rental Program RFA" to sign up for GLO updates pertaining to this Request for Applications. Applicant's failure to periodically check the GLO website for updates will in no way release Applicant from addenda or additional information resulting in additional requirements of the Application.

# **TABLE OF CONTENTS**

<b>ARTICLE I. EXECUTIVE SUMMARY, DEFINITIONS, AND AUTHORITY .....</b>	<b>1</b>
1.1. Executive Summary .....	1
1.2. Definitions .....	2
1.3. Authority .....	3
<b>ARTICLE II. SCOPE OF GRANT AWARDS .....</b>	<b>5</b>
2.1. Grant Award and Term .....	5
2.1.1 Grant Funding .....	5
2.1.2 Grant Term .....	5
2.2. Eligible Activities, Requirements, and Restrictions.....	6
2.2.2 Affordability Requirements .....	6
2.2.3 Site and Development Restrictions.....	7
2.3. Eligibility of Applicants .....	8
2.3.2 Ineligible Applicants.....	9
2.4. No Guarantee of Volume or Usage .....	10
<b>ARTICLE III. ADMINISTRATIVE INFORMATION.....</b>	<b>11</b>
3.1. Schedule of Events .....	11
3.2. Inquiries.....	11
3.2.1 Contact .....	11
3.2.2 Clarifications.....	12
3.2.3 Responses.....	12
3.3. Application Response Composition .....	13
3.3.1 General Requirements.....	13
3.3.2 Application Format .....	13
3.3.3 Page Limit and Supporting Documentation.....	13
3.4. Application Submission and Delivery.....	15
3.4.1 Deadline .....	15
3.4.2 Labeling .....	15
3.4.3 Delivery.....	15
3.4.4 Withdrawals .....	15
<b>ARTICLE IV. APPLICATION EVALUATION &amp; AWARD PROCESS .....</b>	<b>16</b>
4.1. Evaluation Criteria .....	16
4.1.1 Minimum Qualifications.....	16
4.1.2 Administrative Deficiencies.....	17

4.1.3	Financial Evaluation .....	17
4.1.4	Site Evaluation .....	18
4.1.5	Environmental Review.....	18
4.1.6	Qualification Criteria .....	18
4.1.7	Prioritization for Construction Types and Regions .....	19
4.1.8	Performance Tracking System .....	20
4.2.	Awards .....	21
<b>ARTICLE V. REQUIRED APPLICANT INFORMATION.....</b>		<b>22</b>
5.1.	Narrative Proposal.....	22
5.1.1	Project Narrative .....	22
5.1.2	Company Narrative .....	22
5.1.3	Company Profile .....	22
5.1.4	Key Staffing Profile .....	23
5.2.	References .....	23
5.3.	Litigation History .....	23
5.4.	Historically Underutilized Business (HUB).....	24
5.5.	Conflicts .....	24
5.6.	Annual Report .....	24
<b>ARTICLE VI. TERMS, CONDITIONS, AND EXCEPTIONS .....</b>		<b>26</b>
6.1.	General Conditions.....	26
6.1.1	Amendment.....	26
6.1.2	Informalities .....	26
6.1.3	Rejection .....	26
6.1.4	Irregularities .....	26
6.1.5	Open Records.....	26
6.1.6	Grant Award Responsibility .....	27
6.1.7	Public Disclosure .....	27
6.1.8	Remedies.....	27
6.2.	Insurance .....	27
6.2.1	Required Coverages .....	27
6.2.2	Alternative Insurability .....	28
6.3.	Performance and Payment Bonds .....	28
6.3.1	Performance Bond .....	28
6.3.2	Payment Bond.....	28

6.4. Request for Applications Acceptance ..... 29

6.5. Performance Reporting ..... 29

6.6. Certificate of Interested Parties ..... 29

**ARTICLE VII. SUBMISSION CHECKLIST ..... 31**

**ATTACHMENT A. GENERAL AFFIRMATIONS AND REQUEST FOR APPLICATIONS  
ACCEPTANCE..... A-1**

**ATTACHMENT B. FEDERAL ASSURANCES (CONSTRUCTION) AND  
CERTIFICATIONS..... B-1**

**ATTACHMENT C. COUNCILS OF GOVERNMENTS IN AFFECTED AREAS..... C-1**

## **ARTICLE I. EXECUTIVE SUMMARY, DEFINITIONS, AND AUTHORITY**

### **1.1. EXECUTIVE SUMMARY**

Pursuant to the Continuing Appropriations Act, 2018 and Supplemental Appropriations for Disaster Relief Requirements Act, 2017 (Public Law 115-56), the Texas General Land Office (“GLO”) Community Development and Revitalization division (“CDR”) requests applications from eligible Applicants to repair, rehabilitate, construct, or reconstruct multifamily rental housing units damaged or destroyed by Hurricane Harvey 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”). Approximately \$250,000,000 in CDBG-DR funds are allocated for this purpose within 48 Texas counties affected by Hurricane Harvey which are eligible to receive aid under the Affordable Rental Program outlined in the *State of Texas Plan for Disaster Recovery: Hurricane Harvey – Round 1* dated April 6, 2018, and approved by HUD on June 25, 2018 (“Action Plan”). The City of Houston and Harris County are ineligible for funding through the GLO Affordable Rental Program.

The GLO will award grants directly to private owner or developer multifamily rental property beneficiaries or will award grants or subawards to other eligible entities located in the 48 Texas counties affected by Hurricane Harvey that sustained loss of or damage to rental stock as a direct result of Hurricane Harvey (“Affected Areas”). 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”). If awarded, a minimum of 51% of the total units in each property are to be used for affordable rental housing for low- and moderate-income persons or households earning 80% or less of the Area Median Family Income (“AMFI”) for a minimum of twenty (20) years (the “Affordability Requirement”). For Scattered Site Developments, 100% of the GLO-funded units must benefit low- to moderate-income persons.

Based on a region-based needs assessment, the GLO has identified ten (10) Council of Governments regions (*see Attachment C*) in the Affected Area for the administration of CDBG-DR funds. Additionally, at least 80% of the funds spent in each region must go to the HUD-designated most impacted counties and zip codes as outlined in the Action Plan. Funds will be prioritized for each region as stated in the table in Section 4.1.9 of this RFA.

Applicants must execute **Attachment A**, *General Affirmations and Request for Applications Acceptance*, and **Attachment B**, *Federal Assurances (Construction) and Certifications*, and complete other items listed on the *Submission Checklist* in **ARTICLE VII** to be considered. Additional information about the GLO and its programs can be found at <http://www.glo.texas.gov> and [www.texasrebuilds.org](http://www.texasrebuilds.org).

This Request for Applications will be open for response for 90 days from the posting date of July 16, 2018, or until all funds have been awarded.

## 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

“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.

“Affected Area” means the 48-county region eligible for funding through the Affordable Rental Program. Properties in the City of Houston and/or Harris County are ineligible for funding through this program.

“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.

“Affordable Rental Program” means the GLO multifamily housing program described in the Action Plan.

“Affordability Period” means the twenty (20) year period, commencing on the date of substantial construction completion, for which 51% of the total units in each property are to be used for affordable rental housing for low- and moderate-income persons or households earning 80% or less of the Area Median Family Income (“AMFI”).

“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.

“CMBL” means the Centralized Master Bidders List.

“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.

“MUA” means the 2018 Multifamily Uniform Application. The MUA is posted to the GLO’s [texasrebuilds.org](http://texasrebuilds.org) website as three separate files accompanying this RFA and must be submitted with the required documentation listed in Article VII.

“PIA” means the Public Information Act, Chapter 552 of the Texas Government Code.

“Provider” means the Applicant(s) awarded a contract under this RFA.

“RFA” means Request for Applications.

“Scattered Site Developments” means multiple non-contiguous sites all under control of a single ownership entity.

“State” means the State of Texas and any state agency; the GLO or state agency identified in this Request for Applications, its officers, employees, or authorized agents.

“Subrecipient” means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

“TAC” means Texas Administrative Code.

### **1.3. AUTHORITY**

The GLO is authorized to make grant awards for the Affordable Rental Program pursuant to Tex. Gov’t Code Chapters 783 and 2105 in conjunction with the Housing and

Community Development Act of 1974 (“Act”) and the appurtenant federal regulations at 24 C.F.R. § 570.201(m) and 24 C.F.R. § 570.202(b)(1). 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.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**



## ARTICLE II. SCOPE OF GRANT AWARDS

### 2.1. GRANT AWARD AND TERM

#### 2.1.1 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 Rental Program to restore, rebuild, or replace the rental housing stock damaged or destroyed in the Affected Area.

CDBG-DR funds may be awarded for rehabilitation or reconstruction to multifamily rental developments of 8 or more contiguous units or Scattered Site Developments damaged or destroyed by Hurricane Harvey. CDBG-DR funds may also be awarded for the new construction of 8 or more contiguous units or Scattered Site Developments to replace units 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 Article IV of this RFA.

- b) The total amount appropriated for the purposes outlined in Section 1.1 is \$250,000,000.00. The maximum amount to be awarded per grant award is \$25,000,000.00. The minimum amount to be awarded per grant award is \$250,000.00.
- c) The GLO will award grants directly to private owner or developer multifamily rental property beneficiaries or will award grants or subawards to other eligible entities except in instances where an Applicant receiving an award requires and requests the use of a fully amortized loan structure in order to make the award conform to the requirements of other financing for the same development.
- d) Award recipients may not proceed or allow a contractor to proceed with construction activities, including demolition, on any activity, project, or development funded by the GLO without first receiving fully executed award documents and a notice to proceed from the GLO.
- 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.

#### 2.1.2 Grant Term

Any activity funded under this RFA will be governed by a written grant award contract that identifies the terms and conditions for the awarded funds. The contract

will not be effective until executed by all parties to the contract. 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.

## **2.2. ELIGIBLE ACTIVITIES, REQUIREMENTS, AND RESTRICTIONS**

### **2.2.1 Eligible Activities**

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, rehabilitation, reconstruction, or new construction (including demolition, site clearance, and remediation) under the Affordable Rental Program in the Affected Area.

Eligible activities are prioritized as follows:

- a) Priority 1: Rehabilitation of existing multifamily rental housing developments damaged by Hurricane Harvey;
- b) Priority 2: Reconstruction of multifamily rental housing units that were destroyed by Hurricane Harvey (reconstruction is defined as complete demolition and rebuilding of a multifamily development); and
- c) Priority 3: New construction of multifamily rental housing units to replace units that were destroyed by Hurricane Harvey at another location.

Scattered Site Developments are eligible if the eight (8) or more units are under common ownership and satisfy the eligibility and threshold criteria prescribed in Section 4.1.1.3 of this RFA. Both Priority 1 activities and Priority 2 activities listed above are considered “rehabilitation” for purposes of 24 C.F.R. 570.202(b)(1).

### **2.2.2 Affordability Requirements**

- a) 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 GLO LURA throughout this period, the Applicant agrees to 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 the GLO. The GLO may, in its sole discretion, assign the monitoring duty to a local Housing Authority or other entity.
- b) 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. For Scattered Site Developments, 100% of the GLO-funded units must benefit low- and moderate-income persons.

- c) 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.

### 2.2.3 Site and Development Restrictions

- a) Applicant properties must be located within the boundaries of the Affected Area and determined to have been directly damaged or destroyed by Hurricane Harvey.
- b) Housing constructed or rehabilitated with CDBG-DR funds must meet all applicable local codes, rehabilitation standards, ordinances, and zoning ordinances at the time of project completion. In the absence of a local code for new construction or rehabilitation, CDBG-DR-assisted new construction or rehabilitation must meet either The International Building Code 2012 (IBC 2012) (or later) or International Residential Code 2012 (IRC 2012) (or later) AND the HUD Minimum Property Standards (MPS) in 24 C.F.R. §.200.925 or §200.926. To avoid duplicative inspections when Federal Housing Administration (FHA) financing is involved in a CDBG-DR-assisted property, a participating jurisdiction may rely on a Minimum Property Standards (MPS) inspection performed by a qualified person. Newly constructed housing must meet one of these HUD required Green Standards: ENERGY STAR (Certified Homes or Multifamily High-Rise); LEED (New Construction, Homes, Midrise, Existing Buildings Operations and Maintenance, or Neighborhood Development); ICC-700 National Green Building Standard; or EPA Indoor AirPlus (ENERGY STAR a prerequisite). Rehabilitated housing must follow the guidelines specified in the HUD CPD Green must follow the guidelines specified in the HUD CPD Green Building Retrofit Checklist, available at <https://www.hudexchange.info/resource/3684/guidance-on-the-cpdgreen-building-checklist/>.
- c) All other CDBG-DR-funded housing activities (e.g., acquisition) must meet all applicable State and local housing quality standards and code requirements and, if there are no such standards or code requirements, the housing must meet the housing quality standards in 24 C.F.R § 982.401. 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 multifamily rehabilitation developments are subject to a Uniform Physical Conditions Standards inspection, in accordance with 24 C.F.R. § 5.705. All deficiencies identified in that inspection must be corrected before final retainage is released.
- d) Properties must meet the accessibility requirements at 24 C.F.R. Part 8 (implementing regulation for Section 504 of the Rehabilitation Act of 1973 (29

U.S.C. §794)). Applicants should be advised that the accessibility standards used by the GLO with respect to 24 C.F.R. Part 8 are the 2010 ADA Standards for Accessible Design (with HUD exceptions), as approved by HUD (not the Uniform Federal Accessibility Standards (UFAS)). Multifamily housing developments must meet the design and construction requirements under 10 Tex. Admin. Code §§ 60.201-211). Covered multifamily dwellings, as defined at 24 C.F.R. § 100.201, as well as common use facilities in developments with covered dwellings must meet the design and construction requirements at 24 C.F.R. § 100.205, which implement the Fair Housing Act (42 U.S.C. 3601-3619), and the design and construction requirements of the Fair Housing Act Design Manual ([http://www.huduser.gov/portal/publications/PDF/FAIR\\_HOUSING/fairfull.pdf](http://www.huduser.gov/portal/publications/PDF/FAIR_HOUSING/fairfull.pdf)). Additionally, developments involving new construction (excluding new construction of nonresidential buildings) where some units are two-stories and are sometimes exempt from Fair Housing accessibility requirements, a minimum of 20% of each unit type (i.e. one bedroom, two bedroom, three bedroom) must provide an accessible entry level and all common-use facilities in compliance with the design and construction requirements of the [Fair Housing Act Design Manual](#), and include a minimum of one bedroom and one bathroom or powder room at the entry level. A compliance certification will be required after the development is completed from an inspector, architect, or accessibility specialist. Any developments designed as single-family structures must also satisfy the requirements of Texas Government Code §2306.514. Rehabilitated housing must comply with the HUD Green Building Retrofit Checklist (<https://www.hudexchange.info/resource/3684/guidance-on-the-cpd-green-building-checklist/>). New construction must achieve certification by one of the HUD approved Green Certification Programs.

- e) Properties located in a 100-year flood plain that are being rehabilitated, or demolished and reconstructed, shall be elevated or have other acceptable flood mitigations in place in accordance with FEMA advisory flood elevations as well as those mitigations required by the local jurisdiction (if applicable). Such developments shall be subject to the requirements of 24 C.F.R. § 570.605. Properties located within the boundaries of a designated floodway are not eligible even if they are elevated above flood elevation.

## **2.3. ELIGIBILITY OF APPLICANTS**

### **2.3.1 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.

### 2.3.2 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 GLO 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 the GLO prior to the contract 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 the GLO 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 the GLO, as determined by the GLO;
- g) The Applicant has any open GLO or HUD audit finding or concern and has not submitted a response to satisfactorily resolve the finding or concern to the GLO 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, or reconstruction 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.

#### **2.4. NO GUARANTEE OF VOLUME OR USAGE**

The GLO makes no guarantee of volume or usage under any contract, grant award, or subaward resulting from this RFA.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

## ARTICLE III. ADMINISTRATIVE INFORMATION

### 3.1. SCHEDULE OF EVENTS

EVENT	DATE/TIME
Issue Request for Applications	July 16, 2018
90-day Application Submission Period Begins	July 23, 2018
Deadline for Submission of Questions or Requests for Clarification for Rehabilitation Applications	August 10, 2018 at 5:00 p.m. CT
<b>Priority 1 Submission Deadline for Rehabilitation Applications</b>	<b>August 22, 2018 at 12:00 p.m. CT</b>
Deadline for Submission of Questions or Requests for Clarification for Rehabilitation and Reconstruction Applications	September 14, 2018 at 5:00 p.m. CT
<b>Priority 2 Submission Deadline for Rehabilitation and Reconstruction Applications</b>	<b>September 21, 2018 at 2:00 p.m. CT</b>
Deadline for Submission of Questions or Requests for Clarification for all Applications	October 12, 2018 at 5:00 p.m. CT
<b>Final Submission Deadline for All Applications</b>	<b>October 22, 2018 at 5:00 p.m. CT</b>

**NOTE:** The GLO reserves the right to modify these dates at any time prior to the deadline for submission of Applications upon notice posted on the GLO's [www.texasrebuilds.org](http://www.texasrebuilds.org) website on the Affordable Rental Program Page.

### 3.2. INQUIRIES

#### 3.2.1 Contact

All requests, questions, or other communications about this Application shall be made **in writing** via email to [harveysupport@glo.texas.gov](mailto:harveysupport@glo.texas.gov). Any questions

regarding this RAF received via telephone or other means of communication will not be answered by the GLO.

### 3.2.2 Clarifications

In accordance with questions deadlines above, the GLO will allow written requests for clarification of this RFA, which may be e-mailed to [harveysupport@glo.texas.gov](mailto:harveysupport@glo.texas.gov). Any requests for clarification regarding this RFA received via telephone or other means of communication will not receive a response from the GLO.

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 Rental Program RFA"
- b) Article number
- c) Paragraph number
- d) Page number
- e) Text of passage being questioned/requiring clarification
- f) Question/Request

**NOTE: The deadlines for submission of questions or requests for clarification are noted in Section 3.1, above. Please provide company name, address, phone number, e-mail address, and name of contact person when submitting questions.**

### 3.2.3 Responses

All accepted questions or requests for clarifications will result in written responses posted to the GLO's [www.texasrebuilds.org](http://www.texasrebuilds.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 during each of the submission periods will receive responses through an Addendum by Tuesday of the following week. It is Applicant's responsibility to check the website for addenda.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**



### 3.3. APPLICATION RESPONSE COMPOSITION

#### 3.3.1 General Requirements

Applicant shall complete and email the documents listed below (collectively, its Application) to [harveysupport@glo.texas.gov](mailto:harveysupport@glo.texas.gov):

- a) One Narrative Proposal, including all documents required in Part 1 of the *Submission Checklist* in **ARTICLE VII**, submitted as one Portable Document Format (.pdf) file titled “**RFA-X0015648-JC(Applicant name)\_Part 1**”;
- b) One MUA, including all three documents requested in Part 2 of the *Submission Checklist*, submitted in the file formats as posted to the GLO’s [texasrebuilds.org](http://texasrebuilds.org) website (Microsoft Word and Microsoft Excel) and titled “**RFA-X0015648-JC(Applicant’s company name)\_Part 2\_MUA Part A**”; “**RFA-X0015648-JC(Applicant’s company name)\_Part 2\_MUA Part B**”; and “**RFA-X0015648-JC(Applicant’s company name)\_Part 2\_MUA Part C**”; and
- c) The three documents requested in Part 3 of the *Submission Checklist*, submitted as one Portable Document Format (.pdf) file titled “**RFA-X0015648-JC(Applicant’s company name)\_Part 3**”.

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.

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.

All Applications must be submitted with all necessary documentation, as described in this RFA and associated Application materials.

#### 3.3.2 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.

#### 3.3.3 Page Limit and Supporting Documentation

The Narrative Proposal and all documents required in Part 1 of the *Submission Checklist* shall not exceed 25 pages in length. **Attachment A**, **Attachment B**, the MUA, signed acknowledgments of addenda, references, and résumés are considered attachments and shall not count toward the 25-page limit. The

Applications should be formatted using 12-point or larger font, except for charts, graphs, or other graphical representations of data.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

### 3.4. APPLICATION SUBMISSION AND DELIVERY

#### 3.4.1 Deadline

**Applications must be received at the email address in Section 3.4.3 no later than as specified in Section 3.1.** Applicant may submit its Application any time prior to that deadline. For all Applications, determinations of timeliness will be made based solely on the “Sent” time stamp; any other documentation of timely submission WILL NOT be accepted.

**Responses received by the first or second Priority Submission Deadline shall be evaluated first in accordance with the schedule in Section 3.1.** If all of the funding is not awarded to responses received by the first or second Priority Submission Deadline, the GLO will consider responses received by the Final Submission Deadline.

#### 3.4.2 Labeling

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

#### 3.4.3 Delivery

Applicants must email Applications to the following address:

[harveysupport@glo.texas.gov](mailto:harveysupport@glo.texas.gov)

The GLO shall not accept Applications submitted by any other means.

#### 3.4.4 Withdrawals

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

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

## **ARTICLE IV. APPLICATION EVALUATION & AWARD PROCESS**

### **4.1. EVALUATION CRITERIA**

#### 4.1.1 Minimum Qualifications

Applicants must submit a one (1) page Statement of Minimum Qualifications detailing how Applicant meets the minimum qualifications listed below. Furthermore, 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 contract may be rejected.

- 4.1.1.1 Applicant must own a multifamily housing complex or have demonstrated experience in developing multifamily real estate developments;
- 4.1.1.2 Applicant must meet the eligibility criteria stipulated in Section 2.3.1 and must not be determined to be ineligible under Section 2.3.2 of this RFA; and
- 4.1.1.3 Applicant must meet the following conditions:
  - a) Completion and submission of the required Application and any other supplemental information deemed necessary by the GLO.
  - b) Submission of current financial statements and previous documentation in a CDBG-DR program (if applicable).
  - c) Submission of current operating budget.
  - d) Provide a third-party verified scope of work or property condition assessment in accordance with 10 Tex. Admin. Code §10.306 (provided after award).
  - e) For all Applications, provide evidence for one of the following:
    - i) If no insurance claim was filed specific to damages from Hurricane Harvey, Applicant must submit third party documentation from a verifiable source, acceptable to the GLO, establishing the amount of damage incurred as a direct result of Hurricane Harvey. Such damage must have caused one or more units to no longer be habitable. The amount of the deductible must be confirmed and there must be confirmation that no claim was filed because the amount to be claimed would not have met the deductible; or

- ii) If an insurance claim was filed and the settlement amount was less than the amount requested, Applicant must provide written justification that warrants the amount of funds requested excluding what would be required under Section 2.2.3 of the RFA, Site and Development Restrictions.
- f) Rehabilitation may include the replacement of damaged or no longer functional appliances. Appliances must be permanently installed and replaced with Energy-Star or equivalently rated appliances (refrigerator, dishwasher, ceiling fans and lighting).

Applications not meeting the minimum qualifications listed in this Section 4.1.1 will be notified of any administrative deficiencies; in each event, the Applicant will be given an opportunity to correct such deficiencies. Applicants not meeting minimum qualifications after receipt and review of the administrative deficiency response will be disqualified and the Applicant will be provided a written notice to that effect.

#### 4.1.2 Administrative Deficiencies

If an Application contains any administrative deficiencies which, in the determination of GLO staff, require clarification or correction of information submitted at the time of the submission, the GLO 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. GLO 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 GLO 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.

#### 4.1.3 Financial Evaluation

A Notice of Award issued pursuant to this RFA will be contingent on financial feasibility. Following issuance of a Notice of Award to an Applicant, the GLO shall underwrite the Application to determine the financial feasibility and amount of requested funds needed for the development to arrive at an appropriate level of CDBG-DR funds. In determining an appropriate level of CDBG-DR funds, the

GLO 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. The GLO shall evaluate acceptable cost parameters as evidenced in the third-party verified scope of work or property condition assessment. Underwriting of a development will include a determination by the GLO that the amount of CDBG-DR funds recommended for commitment to a development is necessary for the financial feasibility of the development and its viability as a qualified rent restricted housing property. Except in response to a direct request from the GLO to remedy an administrative deficiency as authorized in Section 4.1.2, above, an Applicant may not change or supplement any part of an Application in any manner after the filing deadline, and may not increase the requested funding amount or revise the unit mix (both income levels and bedroom mixes).

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

#### 4.1.4 Site Evaluation

Site conditions shall be evaluated through a physical site inspection by the GLO or a third party designated by the GLO. Such inspection will evaluate the development site based upon the criteria set forth in the Site Evaluation form provided in the Application and the inspector shall provide a written report of such site evaluation. "Unacceptable" sites include, without limitation, those containing an immitigable environmental factor that may adversely affect the health and safety of the residents.

#### 4.1.5 Environmental Review

Applications will be subject to an environmental review as prescribed in 24 C.F.R. Parts 50 and 58. However, the environmental review must be completed prior to any choice limiting activity with regards to the property.

#### 4.1.6 Qualification Criteria

In addition to the evaluation criteria outlined in Sections 4.1.1-4.1.5, Applications for rehabilitation and reconstruction will be required to satisfy at least one of the following and Applications for new construction will be required to satisfy at least two of the following:

- 4.1.6.1 High Opportunity Zones – Development is located entirely in a census tract that has a poverty rate of less than 20%.

- 4.1.6.2 Extremely Low-Income Targeting – Development provides at least 10% of units to families or individuals with income at 30% or less of the area medium income.
- 4.1.6.3 Exceeding the LMI Requirement – Development designates at least 70% of the units to serve low- to moderate-income families earning 80 percent or less of AMFI, as defined by HUD for the applicable affordability period.
- 4.1.6.4 Serving Persons with Disabilities – Development increases the number of accessible units beyond the minimum required by Section 504 of the Rehabilitation Act of 1973, the Fair Housing Accessibility Guidelines, or other mandated minimums by an additional 10%.
- 4.1.6.5 Leveraging of Public and Private Financing – Development receives a total contribution of funding from other local, state, federal, or private contributions of at least 25% of the Total Housing Development Costs (as reflected in the CDBG Rental Housing Development Budget & Disbursement Plan in MUA Part B).

#### 4.1.7 Prioritization for Construction Types and Regions

The Application acceptance period for this RFA shall extend for a total of 90 days from the opening date. The GLO shall prioritize rehabilitation Applications for the initial 30 days of the period (July 23 – August 22, 2018), allow reconstruction and additional rehabilitation Applications to be entered for consideration during the 30 days immediately following that period (August 23 – September 21, 2018), and allow for new construction Applications to be entered for consideration during the final 30 days of the period (September 22 – October 22, 2018).

Eligible Applications will be prioritized based on date of submission. If remaining funding is not sufficient to fund all eligible Applications submitted on a specific date, prioritization will be based on the number of items selected under Section 4.1.6, Qualification Criteria, followed by the lowest CDBG-DR funds requested per unit repaired, reconstructed, or newly constructed within the relevant construction type.

Example: If there are insufficient funds available to fund all eligible reconstruction Applications received within the applicable time period, prioritization will be given to the reconstruction Application with highest number of selected Qualification Criteria (1-5). If necessary, prioritization will be given to the Application with the lowest CDBG-DR funds requested per unit reconstructed.

Based on a region based needs assessment, the GLO has identified ten (10) regions (see **Attachment C**) in the Affected Area for the administration of these funds.

Additionally, at least 80% of the funds spent in each region must go to the HUD-designated most impacted counties and zip codes as outlined in the Action Plan. Funds will be prioritized for each region as follows:

Region	Sum of \$ Allocation Amount Using The 50-40-10 Model Without Imposed Distributional Constraints
AACOG	\$ 2,290,367.75
BVCOG	\$ 2,494,538.81
CAPCOG	\$ 8,942,865.85
CBCOG	\$ 42,196,325.14
CTCOG	\$ 500,000.00
DETCOG	\$ 30,000,814.75
GCRPC	\$ 18,612,232.81
H-GAC E	\$ 48,777,923.44
H-GAC W	\$ 35,137,608.62
SETRPC	\$ 61,047,322.83
<b>TOTAL</b>	<b>\$ 250,000,000.00</b>

In total, funding shall be available to Applicants for a total of 90 days subject to the specific acceptance constraints listed above. 20% of the funds within each region will be available to Applicants not within the HUD-most impacted counties and zip codes; however, if these funds remain after the conclusion of the 90-day period, these funds will be utilized for any eligible Applicants within the HUD-most impacted counties and regions. If funds within a specific region remain after the conclusion of the 90-day period, those funds shall be swept into a larger pool and distributed to eligible developments across all regions using the same prioritization process outlined in this section.

#### 4.1.8 Performance Tracking System

The GLO will review the Texas Comptroller of Public Accounts Vendor Performance Tracking System to verify Applicant performance on other State contracts, if available. The evaluation committee may utilize this information to:

- a) Identify Applicants that have exceptional performance.
- b) Aid purchasers in making a best value determination based on Applicant past performance.
- c) Protect the state from Applicants with unethical business practices.

**NOTE: To clarify any response, the evaluation committee may contact references provided in the Application, contact Applicant’s clients, or solicit information from any available source concerning any aspect of the RFA deemed pertinent to the evaluation process.**



## 4.2. AWARDS

It is the intent of the GLO to award multiple grants or subawards 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 Chief Clerk of the GLO. 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, the GLO, upon written notice the unsuccessful Applicant(s), may negotiate a contract with the next prioritized Applicant or may withdraw this RFA.

**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.**

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

## ARTICLE V. REQUIRED APPLICANT INFORMATION

### 5.1. NARRATIVE PROPOSAL

In addition to the one (1) page Statement of Minimum Qualifications required under Section 4.1.1 of this RFA, Applicant must provide 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. In accordance with this requirement, Applicant shall provide the following information:

#### 5.1.1 Project Narrative

Provide a brief narrative explaining the proposed project, the damages incurred from Hurricane Harvey, and the highlights of the multi-family complex.

#### 5.1.2 Company Narrative

Provide a detailed narrative explaining why Applicant is qualified to provide the services enumerated in Article II, focusing on its company's key strengths and competitive advantages.

#### 5.1.3 Company Profile

Provide a company profile to include:

- a) The company ownership structure (e.g., corporation, partnership, LLC, sole proprietorship, etc.), including any wholly-owned subsidiaries, affiliated companies, or joint ventures. (*Please provide this information in a narrative and 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;
- b) 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;
- c) 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;

- d) The number of employees in your company, both locally and nationally, and the location(s) from which employees may be assigned, excluding subcontractors;
- e) 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
- f) Indicate whether your company has ever been engaged under a contract by any Texas state agency. If "Yes," specify when, for what duties, and for which agency.

**NOTE: A Respondent 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. Respondent must provide proof of registration before the GLO may award a contract under this Solicitation.**

#### 5.1.4 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.

## 5.2. REFERENCES

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

Applicant must verify current contacts. Information provided shall include:

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

**The GLO 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.**

## 5.3. LITIGATION HISTORY

Applicant must include in its Application 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 the state of Texas 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 above, Applicant shall so indicate in its Narrative Proposal.

#### **5.4. HISTORICALLY UNDERUTILIZED BUSINESS (HUB)**

The GLO is committed to promoting full and equal business opportunities for businesses in state contracting in accordance with the goals specified in the State of Texas Disparity Study. The GLO encourages the use of Historically Underutilized Businesses (HUBs) through race, ethnic and gender-neutral means. Pursuant to Texas Government Code §2161.181 and §2161.182, and the GLO's HUB policy and rules, the GLO makes a good-faith effort to increase HUB participation in its contracts. The GLO does this by contracting directly with HUBs or indirectly through subcontracting.

#### **5.5. 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, as described above, Applicant shall so indicate in its Narrative Proposal.

#### **5.6. ANNUAL REPORT**

If Applicant is an entity that is required to prepare audited financial statements, Applicant shall submit an annual report with its Application that includes:

- a) Last two (2) years of audited accrual-basis financial statements, including an income statement, cash flow statement, and balance sheet;
- b) If applicable, last two (2) years of consolidated statements for any holding companies or affiliates;
- c) An audited or un-audited accrual-basis financial statement of the most recent quarter of operation; and

- d) 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:

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

OR

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

Applicant shall also complete and submit the Financial Statement, posted to the GLO's [texasrebuilds.org](http://texasrebuilds.org) website as Part C of the 2018 Multifamily Uniform Application.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

## ARTICLE VI. TERMS, CONDITIONS, AND EXCEPTIONS

### 6.1. GENERAL CONDITIONS

#### 6.1.1 Amendment

The GLO 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 GLO.

#### 6.1.2 Informalities

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

#### 6.1.3 Rejection

The GLO reserves the right to reject any or all Application(s) received prior to contract award.

#### 6.1.4 Irregularities

Any irregularities or lack of clarity in this RFA should be brought to the attention of the GLO via email at [harveysupport@glo.texas.gov](mailto:harveysupport@glo.texas.gov) as soon as possible so that corrective addenda may be published.

#### 6.1.5 Open Records

The GLO is a government agency subject to the Texas Public Information Act (PIA), Chapter 552, Texas Government Code. The Application and other information submitted to the GLO by the Applicant 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 Applicant to include proprietary or otherwise confidential information in its Application or other submitted information, the Applicant 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 considers 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.

Applicants are required to make any information created or exchanged with the State 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 the state.

Information related to the performance of a grant award contract may be subject to the PIA and will be withheld from public disclosure or released only in accordance therewith. Applicants shall make any information created or exchanged with the state/GLO, and not otherwise excepted from disclosure under the PIA, available in a format that is accessible by the public at no additional charge to the state/GLO. Applicant shall make any information required under the PIA available to the GLO in Portable Document Format (.pdf) or any other format agreed between the parties. The original copy of each Application shall be retained in the official files of the agency as a public record.

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 the GLO's website.

#### 6.1.6 Grant Award Responsibility

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

#### 6.1.7 Public Disclosure

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

#### 6.1.8 Remedies

All remedies available to the GLO 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.

## 6.2. **INSURANCE**

### 6.2.1 Required Coverages

For the duration of any contract resulting from this Request for Applications, Contractor shall 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 Applicant has submitted acceptable evidence of insurance. Failure to maintain insurance coverage or acceptable alternative methods of insurance shall be deemed a breach of contract.

#### 6.2.2 Alternative Insurability

Notwithstanding the preceding, the GLO reserves the right to consider reasonable alternative methods of insuring the contract in lieu of the insurance policies customarily required. It will be Applicant’s responsibility to recommend to the GLO alternative methods of insuring the contract. Any alternatives proposed by Applicant should be accompanied by a detailed explanation regarding Applicant’s inability to obtain the required insurance and/or bonds. The GLO shall be the sole and final judge as to the adequacy of any substitute form of insurance coverage.

### **6.3. PERFORMANCE AND PAYMENT BONDS**

Prior to commencing any activity under a grant award contract, Applicant is required to tender to the GLO performance and payment bonds, as required by Chapter 2253, Texas Government Code. Bonds shall be provided by Applicant or Applicant’s prime contractor.

#### 6.3.1 Performance Bond

A Performance Bond is required if the grant award or subaward amount is in excess of one hundred thousand dollars (\$100,000.00). The Performance Bond is solely for the protection of the State, in the full amount of the grant award or subaward, 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.

#### 6.3.2 Payment Bond

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



#### **6.4. REQUEST FOR APPLICATIONS ACCEPTANCE**

Execution of **Attachment A** of this RFA, *General Affirmations and Request for Applications Acceptance*, shall constitute an agreement to all terms and conditions specified in this RFA, including, but not limited to, **Attachment B**, *Federal Assurances (Construction) and Certifications*, and terms and conditions from any contract resulting from this RFA.

#### **6.5. PERFORMANCE REPORTING**

The GLO is required by Texas Government Code Chapter 2261 to report grant award contract performance through the Vendor Performance Tracking System (“VPTS”). Additional information on this system can be found on the Texas Comptroller of Public Accounts website through this link:

<https://comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/>.

As of January 24, 2017, the VPTS reporting methodology was revised so that recipients of state funds are assigned a letter grade (A-F) rather than the historic satisfactory/unsatisfactory ratings. The report grades for historic reports will be displayed as “Legacy Satisfactory” or “Legacy Unsatisfactory.” New reports will be graded on the A-F scale as now required by statute. An Applicant’s past performance shall be measured in the VPTS by a letter grade that combines any historic ratings with ratings using the new letter grade system in the method described in [34 TAC §20.115](#).

The GLO is authorized to consider past performance when determining grant awards. The GLO may conduct reference checks with other entities regarding past performance. In addition to evaluating performance through the VPTS, the GLO may examine other sources of Applicant performance including, but not limited to, notices of termination, cure notices, assessments of liquidated damages, litigation, audit reports, and non-renewals of contracts. Any such investigations shall be at the sole discretion of the GLO, and any negative findings, as determined by the GLO, may result in non-award to the Applicant.

#### **6.6. CERTIFICATE OF INTERESTED PARTIES**

The GLO shall not enter into a grant award contract with a business entity unless the business entity submits a disclosure of interested parties (Form 1295 Certificate of Interested Parties – “Form 1295”) to the state agency at the time of contracting.

To complete Form 1295, a business entity will visit the Texas Ethics Commission’s website and access the Form 1295 Certificate of Interested Parties Electronic Filing Application. An authorized agent of the business entity must sign the printed copy of the form affirming under the penalty of perjury that the completed form is true and correct. Form 1295, bearing the unique certification of filing number, must be filed with the Texas General Land Office. Form 1295 is not required at the time of submission of the Application; the GLO shall request the form concurrent with issuance of a notice of contract award.

Additional information about Form 1295, including frequently asked questions and instructional videos for business entities, may be found on the Texas Ethics Commission's website: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm).

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**ARTICLE VII. 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 contract award.

**A COMPLETE APPLICATION PACKAGE SHALL INCLUDE:**

- 1. Part 1 – Narrative Proposal (one .pdf file)
- 2. Part 2 – MUA (one Microsoft Word file and two Microsoft Excel files)
- 3. Part 3 – Affirmations, Assurances, and Acknowledgements

**PART 1 – NARRATIVE PROPOSAL**

**Please present documents in the following order:**

- 1. Statement of Minimum Qualifications (1 page, maximum) (Section 4.1.1) \_\_\_\_\_
- 2. Project Narrative (Section 5.1.1) \_\_\_\_\_
- 3. Company Narrative (Section 5.1.2) \_\_\_\_\_
- 4. Company Profile (Section 5.1.3) \_\_\_\_\_
- 5. Key Staffing Profile (Section 5.1.4) \_\_\_\_\_
- 6. References (Section 5.2) \_\_\_\_\_
- 7. Litigation History (Section 5.3) \_\_\_\_\_  
*If not applicable, please indicate in the proposal.*
- 8. Conflicts (Section 5.5) \_\_\_\_\_  
*If not applicable, please indicate in the proposal.*

**PART 2 - MUA**

- 1. 2018 Multifamily Uniform Application – Part A (Microsoft Word) \_\_\_\_\_
- 2. 2018 Multifamily Uniform Application – Part B (Microsoft Excel) \_\_\_\_\_
- 3. 2018 Multifamily Uniform Application – Part C (Microsoft Excel) \_\_\_\_\_

**PART 3 - AFFIRMATIONS, ASSURANCES, AND ACKNOWLEDGEMENTS**

- 1. **Attachment A**, General Affirmations and Request for Applications Acceptance \_\_\_\_\_

- 2. **Attachment B**, Federal Assurances (Construction) and Certifications \_\_\_\_\_
- 3. Signed Acknowledgments of Addenda (if applicable) \_\_\_\_\_

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**ATTACHMENT A. GENERAL AFFIRMATIONS AND REQUEST FOR  
APPLICATIONS ACCEPTANCE**

## General Affirmations and Request for Applications Acceptance

Execution of this **Attachment A**, shall constitute an agreement to all terms and conditions specified in the Request for Applications (“RFA”), including, without limitation, **Attachment A** and all terms and conditions therein, except such terms and conditions that the Applicant expressly excludes. Failure to sign this **Attachment A** or signing it with a false statement shall void the submitted RFA Application and/or any resulting contracts. Applicant agrees without exception to the following general affirmations 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. If any contract resulting from this RFA is for services, Applicant, in performing the contract, shall purchase products and materials produced in the State of Texas when they are available at a price and time comparable to products and materials produced outside this state.
3. Applicant shall maintain all documents and other related records relating to the State’s property and any contract resulting from this RFA for a period of three (3) years after the closeout of the GLO’s federal grant for Hurricane Harvey.
4. Under Section 231.006 of the Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that any contract resulting from this RFA may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor or each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application. Applicant shall include this information in its application.
5. 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.
6. Applicant agrees that any payments due under any contract resulting from this RFA shall be directly applied towards eliminating any debt or delinquency it has to the State of Texas

including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support.

7. Upon request of the GLO, Applicant shall provide copies of its most recent business continuity and disaster recovery plans.
8. The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used to attempt to resolve any dispute arising under a contract resulting from this RFA.
9. 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.
10. Any contract resulting from this RFA is contingent upon the continued availability of lawful appropriations by the Texas Legislature. Applicant understands that all obligations of the GLO under such contract are subject to the availability of state funds and if such funds are not appropriated or become unavailable, the GLO may terminate the contract. No contract resulting from this RFA shall be construed as creating a debt on behalf of the GLO in violation of Article III, Section 49a of the Texas Constitution.
11. The GLO 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. The GLO 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 procurement are listed at <https://www.sam.gov/>. This provision shall be included in its entirety in Applicant's subcontracts.
12. 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 the GLO, (2) a person who at any time during the four years before the date of the contract was the executive head of the GLO, or (3) a person who employs a current or former executive head of the GLO.
13. Applicant certifies that if it employs any former employee of the GLO, 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 the GLO.

14. 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.
15. 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.
16. Applicant certifies that neither Applicant nor any person or entity represented by Applicant has received compensation from the GLO to participate in the preparation of the specifications or RFA on which this Application or contract is based.
17. 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 contract may be terminated and payment withheld if this certification is inaccurate. An Applicant or contract participant is not prohibited from providing free technical assistance.
18. 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.
19. Any contract resulting from this RFA shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under such contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the GLO.
20. APPLICANT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF APPLICANT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF A CONTRACT RESULTING FROM THIS RFA AND ANY PURCHASE ORDERS ISSUED UNDER



SUCH CONTRACT. THE DEFENSE SHALL BE COORDINATED BY APPLICANT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND APPLICANT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONSENT OF THE OFFICE OF THE TEXAS ATTORNEY GENERAL AND GLO. APPLICANT AND THE GLO AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

21. APPLICANT SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE GLO AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF APPLICANT PURSUANT TO A CONTRACT RESULTING FROM THIS RFA; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) THE GLO'S AND/OR APPLICANT'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THE GLO BY APPLICANT OR OTHERWISE TO WHICH THE GLO HAS ACCESS AS A RESULT OF APPLICANT'S PERFORMANCE UNDER A CONTRACT RESULTING FROM THIS RFA. APPLICANT AND THE GLO AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. APPLICANT SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY APPLICANT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL (OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND APPLICANT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG AND THE GLO. APPLICANT WILL REIMBURSE THE GLO AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE GLO DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF APPLICANT OR IF THE GLO IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, THE GLO MAY SELECT SEPARATE COUNSEL AND APPLICANT WILL PAY ALL REASONABLE COSTS OF THE GLO'S COUNSEL.
22. Applicant has disclosed in writing to the GLO all existing or potential conflicts of interest relative to the performance of any contract resulting from this RFA.
23. Sections 2155.006 and 2261.053 of the Texas Government Code, prohibit state agencies from accepting an Application or Response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and

2261.053 of the Texas Government Code, Applicant certifies that the individual or business entity named in this Application or contract is not ineligible to receive the specified contract and acknowledges that any contract resulting from this RFA may be terminated and payment withheld if this certification is inaccurate.

24. Applicant understands that the GLO will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) 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 the State 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 the State.
25. 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.
26. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under a contract or indirectly through a subcontract under a contract. The acceptance of funds directly under a contract or indirectly through a subcontract under a contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Applicant shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through a contract and the requirement to cooperate is included in any subcontract it awards. The GLO may unilaterally amend any contract resulting from this RFA to comply with rules or procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.
27. Applicant understands that the GLO does not tolerate any type of fraud. The agency's policy is to promote consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Applicants are expected to report any possible fraudulent or dishonest acts, waste, or abuse to the agency's Chief Auditor at 512.463.6078 or [tracey.hall@glo.texas.gov](mailto:tracey.hall@glo.texas.gov).
28. 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.
29. Applicant certifies that it will comply with the federal Immigration Reform and Control Act of 1986, the Immigration Act of 1990, and the Immigration Act of 1996 regarding

employment, employment verification, and retention of verification forms of individuals who will prospectively perform work described in this proposal.

30. Applicant represents and warrants that it shall comply with the applicable provisions of and rules and regulations related to the Drug-Free Work Place Act of 1988 (41 U.S.C. §§ 8101-8106).
31. Applicant represents that payment to the Applicant and the Applicant's receipt of appropriated or other funds under any contract resulting from this RFA are not prohibited by Section 556.005 or Section 556.008 of the Texas Government Code.
32. If the RFA is for completion of a "project" (as defined by Texas Government Code §2252.201) in which iron or steel products will be used, Applicant agrees any iron or steel product produced through a "manufacturing process" (as defined by Texas Government Code §2252.201) and used in the project shall be produced in the United States.

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 \_\_\_\_

**SIGNATURE PAGE FOLLOWS**

**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 B. FEDERAL ASSURANCES (CONSTRUCTION) AND  
CERTIFICATIONS**

**ASSURANCES - CONSTRUCTION PROGRAMS**

OMB Approval No. 0348-0042

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 the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and 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 interest in the title of real property in accordance with 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 progress 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 for 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 nondiscrimination 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 non-discrimination 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 subagreements.
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

## CERTIFICATION REGARDING LOBBYING LOWER TIER COVERED TRANSACTIONS

Applicants should review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 15 CFR Part 28, "New Restrictions on Lobbying."

### LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement or contract over \$100,000 or a loan or loan guarantee over \$150,000 as defined at 15 CFR Part 28, Sections 28.105 and 28.110, the applicant certifies that to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of 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.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all 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 section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

**As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.**

### Statement for Loan Guarantees and Loan Insurance

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

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

NAME OF APPLICANT

AWARD NUMBER AND/OR PROJECT NAME

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE



Approved by OMB  
 0348-0046

### Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
 (See reverse for public burden disclosure)

<b>1. Type of Federal Action:</b> a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action:</b> a. bid/offer/application _____ b. initial award c. post-award	<b>3. Report Type:</b> a. initial filing _____ b. material change  <b>For material change only:</b> Year _____ quarter _____ Date of last report _____
<b>4. Name and Address of Reporting Entity:</b> _____ Prime _____ Subawardee Tier _____, if Known:  Congressional District, if known:		<b>5. If Reporting Entity in No. 4 is Subawardee,</b> Enter Name and Address of Prime:  Congressional District, if known:
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i>	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
<b>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 the 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.</b>	<b>Signature:</b> _____ <b>Print Name:</b> _____ <b>Title:</b> _____ <b>Telephone No.:</b> _____ <b>Date:</b> _____	
<b>Federal Use Only</b>	<b>Authorized for Local Reproduction</b> <b>Standard Form - LLL (Rev. 7-97)</b>	

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Applications (RFA) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFA X0015648."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

---

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 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 (0348-0046), Washington, DC 20503

**ATTACHMENT C: COUNCILS OF GOVERNMENTS IN AFFECTED AREAS**

**State of Texas: Multi-Family Allocation Regions**

