



Request for Proposals
Southwest Tribal Resilience Academy Capacity Building Grants

CFDA Number: 14.252

Request for Proposals Release	January 16, 2026
Submission Deadline for Proposals	March 27, 2026, at 11:59pm EST
Funding Notifications	Anticipated April 24, 2026

Overview: Enterprise Community Partners (Enterprise) is seeking Requests for Proposals (RFPs) from eligible tribal entities, Community Development Corporations (CDCs), and Community Housing Development Organizations (CHDOs) that have participated in the Southwest Tribal Resilience Academy.

The Academy provides cohort-based learning opportunities for Southwest Tribal housing organizations to connect with one another, engage with subject-matter experts, and collaborate with local stakeholders to address the unique climate-related hazards facing their region.

To build on the knowledge and technical assistance gained through the Academy, Enterprise will award grant funding to participants of the Southwest Tribal Resilience Academy to support the implementation of resilient, community-driven solutions.

This document includes an overview of the Southwest Tribal Resilience Academy, outlines the program’s funding priorities, and details the information required to submit a complete proposal.

How to Apply: Applicants must apply through SlideRoom, the submission system for this funding opportunity.

- Register for a SlideRoom account: <https://enterprise.slideroom.com/#/login/register>
- Apply: <https://enterprisedesign.slideroom.com/#/permalink/program/87780>

Deadline: 11:59 p.m. EST on March 27, 2026. **Proposals received outside of SlideRoom or after the deadline will not be accepted.**

Questions: General questions about the RFP may be submitted to Jeremiah Powless, at jpowless@enterprisecommunity.org until 5 p.m. Friday, March 27, 2026. Questions received after this time and date will not be answered. Enterprise strongly recommends that applicants submit their proposals in advance of the deadline.

Technical issues with SlideRoom must be sent to support@slideroom.com or by accessing the online help desk: <https://support.slideroom.com/>. Responses from SlideRoom typically take 48 hours.

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EXECUTIVE SUMMARY

Summary	This funding opportunity aims to strengthen the capacity of participants in Enterprise’s Southwest Tribal Resilience Academy by building on the knowledge and technical assistance gained through the program and supporting the implementation of climate resilient, community-driven solutions.
Total Amount to be Awarded	\$100,000.00
Average Award Amount	Enterprise anticipates average grant awards of \$25,000.00.
Types of Funding Agreements	Grant Agreements
Grant Payment Type	Cost Reimbursement
Period of Performance	Grants will have a general duration of one year. Grants will start on the date the agreement is executed by both parties.
Funding Source	The RFP opportunity is supported by federal funding received from the U.S. Department of Housing and Urban Development’s Section 4 Capacity Building for Affordable Housing and Community Development (Section 4). Federal provisions governing the use of these funds are provided for reference in Appendix E .
Eligible Applicants & Beneficiaries	<p>Applicants must be participants of the Southwest Tribal Resilience Academy and meet the eligibility requirements for the Section 4 Program.</p> <p>Eligible applicants and beneficiaries include 501c3 non-profit CDCs and CHDOs as defined by the HUD Section 4 program, and Native CDCs, Tribally Designated Housing Entities (TDHEs), Federally Recognized Tribes, Native Community Development Financial Institutes (CDFIs), and Tribal Housing Authorities (THAs). See Appendix A for full eligibility requirements.</p>
Threshold Criteria & Additional Requirements	<p>Eligible applicants must be engaged in affordable housing and community development activities for the benefit of families with low to moderate income (80% AMI or <).</p> <p>Eligible applicants must also:</p> <ul style="list-style-type: none"> • Demonstrate staff capacity with either full-time, part-time and/or contractual employees that are able to complete proposed activities. • Be the direct recipient of capacity building support. • As applicable, be in good standing with any past or current grant awards from Enterprise.
Proposal Submission Limits	Eligible organizations may only submit one (1) proposal in response to the RFP.

PROGRAM OVERVIEW

a. Description/Background

Enterprise is an intermediary under the Section 4 program, funded by the United States Department of Housing and Urban Development (HUD).

The purpose of the Section 4 program is to enhance the technical and administrative capacity of CDCs and CHDOs to carry out community development and affordable housing activities for the benefit of families with low-income (80% AMI or <). CDCs and CHDOs play a critical role in the development and preservation of high-quality affordable housing and the implementation of community-development programs.

Capacity building is defined as support, investment, or training used to bring an eligible CDC or CHDO to the next level of operational, programmatic, financial, or organizational maturity, so it may more effectively and efficiently implement its mission. It is a process in which eligible CDCs and CHDOs improve and retain skills, knowledge, tools, and other resources needed to serve low- and moderate-income households in local communities with increased or improved affordable housing and community development. It is not a one-time effort to improve short-term effectiveness, but a continuous improvement strategy with the eligible beneficiary toward the creation of a sustainable and effective organization that serves its community.

Through this funding opportunity, Enterprise will provide grant funding to eligible tribal entities, CDCs and CHDOs that have participated in The Southwest Tribal Resilience Academy. The Academy offers cohort-based learning opportunities for Southwest Tribal housing organizations to engage with one another, content experts, and local stakeholders to address the unique climate hazards of their region.

To build on the learnings and technical assistance from the Resilience Academies, Enterprise will provide direct grant funding to implement resilient solutions to participants of the Southwest Tribal Resilience Academy.

Goals of the Resilience Academy Capacity Grant:

- Advance implementation of critical climate preparedness needs for owners and operators as they adapt to a changing climate.
- Equip grantees with tools, insights, and evidence to intentionally design programs and more meaningfully measure the impact of their preparedness efforts.
- Support the development or advancement of a resilience strategy that, without this grant, may not otherwise be achievable.
- Strengthen grantees' ability to communicate the story and impact of their work, positioning them for continued success and helping to advance the broader field.

b. Eligible Applicants

To be considered for this funding opportunity, applicants must have participated in the **Southwest Tribal Climate Resilience Academy** and must meet all threshold criteria and eligibility requirements outlined for this program. See [Appendix A](#) for more information.

FUNDING REQUESTS

Enterprise will award up to four (4) grants of approximately \$25,000 to advance a climate resilience strategy important to the Tribal organization/applicant.

Common examples of activities that Enterprise may fund under this opportunity include, but are not limited to:

- Strategic climate resilience plan development
- Portfolio or building level hazard and vulnerability assessment
- Development of climate resilient design strategies tailored to regional hazards
- Developing funding pathways for climate resilient design strategies
- Business continuity/emergency management/disaster recovery planning, including consultant support and staff time
- Renewable energy/electric appliances/energy efficiency feasibility studies or strategic planning
- Applicants may also propose activities that expand upon or continue the Technical Assistance received through the Academy.

All proposals must demonstrate a clear connection between the proposed climate resilience project and the climate risks facing the region.

To support this work, applicants may request funding to cover necessary staff time, engage consultants or resilience professionals, and access other resources essential to completing the proposed project. Refer to [Appendix B – Eligible Activities and Allowable Costs](#) for more information.

SUBMISSION PROCESS

Steps to successfully submit a proposal are as follows:

Step 1: Assess Eligibility	<ul style="list-style-type: none"> • Review this RFP to understand the threshold criteria and eligibility requirements listed in Appendix A. • Applicants unsure of their eligibility may send questions to jpowerless@enterprisecommunity.org
Step 2: Create a SlideRoom Account	<ul style="list-style-type: none"> • Register for a free SlideRoom account under your organization’s name: https://enterprise.slideroom.com/#/Login <ul style="list-style-type: none"> ○ Ex. ABC Foundation, not Mary Smith. • Start the proposal in SlideRoom – https://enterprisedesign.slideroom.com/#/permalink/program/87780 • Preview all proposal questions in SlideRoom and gather required documents to adequately prepare for proposal submission. Proposal questions have been provided within the RFP in Attachment A. • Technical issues with SlideRoom must be sent to support@slideroom.com or by accessing the online help desk: https://support.slideroom.com/ Responses from SlideRoom typically take 48 hours.
Step 3: Review the RFP and Required Templates	<ul style="list-style-type: none"> • Download the required proposal templates (also linked on Slideroom): <ol style="list-style-type: none"> 1. Organizational Document Checklist (Exhibit A)– Upload in Excel. More information about the Checklist list available on page 15. 2. Budget Template (Exhibit B)– Upload in Excel • Read the entire RFP and required templates to understand submission details and requirements. • Complete and upload the required templates provided by Enterprise, as part of the SlideRoom proposal submission. Please do not alter the templates.

<p>Step 4: Complete and Compile Required Attachments</p>	<ul style="list-style-type: none"> • In addition to the above documents, the following must be submitted in SlideRoom as part of the proposal submission: <ol style="list-style-type: none"> 1. 501c3 IRS Letter of Determination - Applicants must have 501c3 non-profit status at the time the proposal is submitted. <ul style="list-style-type: none"> • <i>Tribal entities will be asked to upload confirmation of their organization's designation. This confirmation may be uploaded in the Tribal entities preferred format.</i> • <i>A pending application to secure 501c3 nonprofit status will not be accepted as a substitute.</i> 2. If registered, confirmation of an active System for Award Management (SAM) Registration and No Active Exclusion Records – Applicants will be asked to provide a copy of their SAM registration with their proposal. The pdf export of the Applicant’s SAM record or a screenshot of the record are acceptable forms of validation. Organizations recommended for an award must have an active SAM registration. 3. Certificate of Good Standing - A Certificate of Good Standing, also called a "Certificate of Existence" or "Certificate of Authorization," is a state-issued document that shows that your organization has met its statutory requirements and is authorized to do business in that state. Certificates must be current. Tribal entities that are not required to register for good standing in their state of incorporation must upload a confirmation stating this exemption. This confirmation may be uploaded in the Tribal entities preferred format. 4. Most Recent Audited Financials - If Audited Financials are not available, Enterprise will also accept (1) financial reviews conducted by a Certified Professional Accountant (CPA) who is independent of the applicant organization or (2) IRS 990. 5. Single Audit (as applicable). Any non-federal entity that expends more than \$750,000 in federal award funds during its fiscal year is required to obtain a Single Audit (or Program-specific Audit, if applicable.)
<p>Step 5: Prepare & Submit proposal in SlideRoom</p>	<ul style="list-style-type: none"> • Answer all questions in SlideRoom. • Upload all required templates and attachments. • Carefully review responses before submitting. <u>Applicants will not be able to make edits once the proposal is submitted.</u> • Submit the proposal prior to the deadline to avoid potential issues. • Proposals must be submitted in SlideRoom by 11:59 pm EST on March 27, 2026.

Curable Deficiencies

After the proposal deadline, any curable deficiencies identified by Enterprise will be shared with the applicant’s authorized representative by email. This email is the official notification of a curable deficiency and will include detailed instructions about correcting it. A curable deficiency is an error or oversight that, if corrected, it would not alter, in a positive or negative fashion, the review and rating of the proposal. Examples of curable (correctable) deficiencies include inconsistencies in the funding request and failure to submit required certifications. These examples are non-exhaustive.

Recommendations & Reminders

- Allow adequate time to familiarize yourself with SlideRoom.
- Proposals must be submitted in SlideRoom; no exceptions will be made. Applicants are encouraged to submit their proposals well in advance of the RFP deadline. Proposal information submitted by mail, email, fax, hand-delivery or after the deadline will not be considered.
- Download the two (2) required templates (also linked on Slideroom and grant website) - [Organizational Document Checklist](#) (Exhibit A) and [Budget Template](#) (Exhibit B).
- SlideRoom automatically saves work as it is entered. That means that even if internet connection is lost or computer problems occur, work will be saved. Applicants can log in and out as many times as needed to complete their proposal. However, applicants will not be able to make edits to their proposal once it has been submitted.

SCORING & EVALUATION

Proposals will be reviewed by Enterprise staff and must meet all Threshold Requirements in order to move forward to scoring. Threshold Requirements include:

- Applicants must meet all eligibility criteria outlined in the RFP and in Appendix A.
- Proposed program activities must address the needs of low-income households, as required under the Section 4 Program (serving individuals and households at 80% Area Median Income (AMI) or lower).

Only proposals that satisfy these threshold requirements will be scored. Eligible proposals must also address each of the four (4) scoring criteria listed below.

Criteria 1: Narrative Quality & Thoroughness (40%)	
▪ The team has articulated how the proposed grant activities will increase climate resilience.	20%
▪ The team has articulated how success will be defined and measured for the business continuity plan or resilience project.	10%
▪ The proposal includes people with the skills to develop and implement the climate resilience project.	10%
Criteria 2: Budget & Timeline Feasibility (25%)	
▪ The proposed timeline fits within this grant program's period of performance and is designed in a manner that will support success.	10%
▪ The proposed budget allocates funding among expense categories in a manner that will support success.	15%
Criteria 3: Overall Project Feasibility (15%)	
▪ Provided strong detail throughout the proposal, demonstrating a comprehensive strategy and clear commitment to completing the plan.	15%
Criteria 4: Demonstrated Need (20%)	
▪ Overall demonstrated need (organization staff capacity, population served by organization, project urgency, etc.)	25%

Recommendation of Award

Notifications are sent via email to the Primary and Secondary Contacts listed in the proposal.

A Recommendation of Award letter serves as a statement of interest in developing a grant agreement with the selected organization. Please note that this letter is not legally binding and does not constitute an official agreement.

Receiving the award is contingent upon:

- Development of a mutually agreed upon scope of work, outcomes, and budget
- Successful completion of the risk assessment review process
- Compliance with federal requirements

Organizations that do not provide the requested information within the specified timeframe may have their Recommendation of Award rescinded.

Grant Period of Performance

Grant periods of performance will have a general duration of one year. Grants will start on the date that the grant agreement has been fully executed by both parties.

Enterprise staff will work closely with all organizations recommended for an award to determine an appropriate period of performance based on proposed activities, award size, and other factors, as applicable.

Reimbursement of Funds

Grant funds are disbursed on a cost reimbursement basis only. All funds supported by the grant must be incurred within the period of performance. Costs incurred outside of the set period of performance, or for unauthorized work, shall be borne by the Applicant. Applicants recommended for award should **not** begin to incur costs until the agreement has been fully executed by both parties.

Reporting Requirements

Grantees are required to complete semi-annual reporting throughout the duration of their grant period of performance. Reports are due in March and September for as long as the grant remains open. Enterprise will email the Primary Contact listed in the Grant Agreement with a personalized link to the Performance Report, along with information about the reporting period and submission deadline.

In addition, Grantees are expected to:

1. Participate in a midpoint check-in call during the period of performance.
2. Provide qualitative feedback on the project's value, challenges, and successes during a closeout call upon project completion.
3. Submit a brief narrative report describing the completed project and, if applicable, share any additional final deliverables determined by the Grantee.

Attachment A - Proposal Questions

All responses to the RFP must be submitted in SlideRoom. The questions below are provided only as a reference. Proposals received outside of SlideRoom will not be reviewed or considered for funding support.

Applicant Information

1. Organization name
2. Organization description
3. Organization mailing address
4. Organization phone number
5. How many staff members support your organization?
6. Project description
7. Project city/town/region
8. Project state
9. Point of contact name
10. Point of contact title
11. Point of contact role within project
12. Point of contact email
13. Name, title, and role of staff member(s) and/or consultants who will have significant responsibilities for this project. For each, include their responsibilities on the project, their demonstrated knowledge/skills/abilities related to those responsibilities, and a short description of how their time will be made available for the commitments of this grant program.

Project Information

Applicants must submit information describing their approach to the proposed climate resilience project. The narrative should clearly outline the project’s timeline, budget, and the resources that will be used to complete the work. Applicants should address the following components:

1. **Project Description** - Describe the proposed project, including what will be produced or completed by the end of the grant period of performance.
2. **Climate Resilience Impact** - Explain how the proposed grant activities will increase climate resilience for your organization or community.
3. **Measures of Success** - Describe how success will be defined and measured throughout the project.
4. **Project Timeline** - Provide the timeline for key activities necessary to develop and complete the project.
5. **Project Readiness** - Describe your readiness to begin work. Projects should be feasible and achievable within approximately one year.
6. **Support Needed** - Identify any support, partnerships, or resources you may need from others to initiate or complete the project.

Budget

The budget should include a clear description of how the grant funding—and any additional funding sources, if applicable—will be allocated across eligible and allowable expense categories.

Please download the [Budget Template](#) (also linked on [Slideroom application](#) or grant website) to complete your budget submission. Download the template using the link provided, fill it out, and attach the completed file to your SlideRoom application.

Supplemental Documentation:

Applicants must upload the following as part of their proposal response in SlideRoom.

- **501c3 IRS Letter of Determination** - Applicants must have 501c3 non-profit status at the time the proposal is submitted.
 - *Tribal entities will be asked to upload confirmation of their organization's designation. This confirmation may be uploaded in the Tribal entities preferred format.*
 - *A pending application to secure 501c3 nonprofit status will not be accepted as a substitute.*

- If registered, confirmation of an active **System for Award Management (SAM) Registration and No Active Exclusion Records** – Applicants will be asked to provide a copy of their SAM registration with their proposal. The pdf export of the Applicant’s SAM record or a screenshot of the record are acceptable forms of validation. Organizations recommended for an award must have an active SAM registration.
- **Certificate of Good Standing** - A Certificate of Good Standing, also called a "Certificate of Existence" or "Certificate of Authorization," is a state-issued document that shows that your organization has met its statutory requirements and is authorized to do business in that state. Certificates must be current. Tribal entities that are not required to register for good standing in their state of incorporation must upload a confirmation stating this exemption. This confirmation may be uploaded in the Tribal entities preferred format.
- **Most Recent Audited Financials** - If Audited Financials are not available, Enterprise will also accept (1) financial reviews conducted by a Certified Professional Accountant (CPA) who is independent of the applicant organization or (2) IRS 990.
- **Single Audit (as applicable)**. Any non-federal entity that expends more than \$750,000 in federal award funds during its fiscal year is required to obtain a Single Audit (or Program-specific Audit, if applicable.)
- **Organizational Document Checklist** – download the Checklist here and upload a completed copy with your submission.

Appendix A – Eligibility Requirements

HUD Section 4 Program – Eligible Organizational Types

Section 4 Capacity Building grant funds are limited to CDCs and CHDOs as defined by the Section 4 program.

Community Development Corporations (CDC) - A CDC is a 501(c)(3) nonprofit organization that undertakes eligible Section 4 Capacity Building Program activities and that meets these qualifications:

- Is organized under federal, state, or local law to engage in community development activities (which may include housing and economic development activities) primarily within an identified geographic area of operation.
- Is governed by a board of directors composed of community residents, business, and civic leaders -- this includes faith-based community development corporations.
- Has as its primary purpose the improvement of the physical, economic, or social environment of its geographic area of operation by addressing one or more critical problems of the area, with particular attention to the needs of persons of low-income.
- Is neither controlled by, nor under the direction of, individuals or entities seeking to derive profit or gain from the organization.
- Has a tax exemption ruling from the Internal Revenue Service under section 501(c)(3) or 501(c)(4) of the Internal Revenue Code of 1986 (26 CFR 1.501(c)(3)-1).
- Has standards of financial accountability that conform to 24 CFR (Code of Federal Regulation) 84.21, Standards for Financial Management Systems.
- Is not an agency or instrumentality of a state or local government.
- “Community” may be a neighborhood or neighborhoods, town, village, county, or multi-county area (but not the entire State or territory).

Native CDCs, TDHEs, THAs, Native CDFIs and Federally Recognized Tribes that meet the definition above and propose to use grant funds in an urban area, are also eligible to apply.

Membership Organizations are not eligible to apply under this funding opportunity. Enterprise defines membership organizations as, “an organization where each member is an entity, not an individual, that has membership rights in accordance with the provisions of its articles of incorporation or bylaws.” Typically, membership organizations have a roster, incentives, and process for membership.

Membership organizations whose primary missions are to engage and strengthen member organizations without also having a primary purpose to carry out community or economic development activities themselves are not eligible to apply. Membership organizations that have reviewed the eligibility criteria under this RFP and chose to apply will be evaluated on a case-by-case basis.

A **Community Development Housing Organization (CHDO)** is defined in the HOME Investment Partnerships Program (HOME Program) regulation at 24 CFR 92.2. The HOME Program is authorized by the HOME Investment Partnerships Act at title II of the Cranston-Gonzalez National Affordable Housing Act, as amended, 42 U.S.C. 12701 et seq.

Additional information about the HOME Program and obtaining CHDO designation can be found at <https://www.hudexchange.info/home/topics/chdo/>

Enterprise Community Partners – Additional Eligibility Requirements

- **Demonstrated Staff Capacity** - Enterprise also requires that Applicants have appropriate and demonstrated staff capacity to successfully perform the proposed activities. **Demonstrated Staff Capacity** is defined as the organization having staff – either full-time, part-time and/or contract employees.

An Applicant may not rely solely on volunteers, donated staff, board members or consultants to meet the capacity requirement.

- **Direct Capacity Building Benefit to Applicant/Organization** - Proposal submissions must build the capacity of the applicant organization to carry out community development and affordable housing activities that benefit low to moderate income persons. While applicants are permitted and encouraged to partner with other CDCs, CHDOs, community partners and stakeholders, the proposal must clearly demonstrate the capacity building benefit to the single applicant/organization. Fiscal sponsors and fiscal agents are not permitted.

Appendix B - Eligible Activities & Allowable Costs

a. Eligible Activities

Grant funds must be used to enhance the technical and administrative capabilities of CDCs and CHDOs. Grant funds may be used for predevelopment assistance or other financial assistance to CDCs and CHDOs to carry out community development and affordable housing activities that benefit low-income families and persons (80% AMI or below).

b. Allowable Costs

Enterprise is one of three (3) intermediaries under the Section 4 Program along with Local Initiatives Support Corporation (LISC) and Habitat for Humanity International (Habitat).

Applicants that received funding and/or have pending proposals with LISC or Habitat will not receive funding for the same activities or costs under this funding opportunity. It is the responsibility of the Applicant to retract pending proposals or decline funding from other intermediaries if funding is requested for the same costs or activities before accepting a grant award from Enterprise. Failure to do so may jeopardize the Applicant's ability to receive current and future funding from Enterprise.

All expenditures must be allowable, allocable, and reasonable in accordance with the applicable Federal cost principles.

Pursuant to the Federal Grant Agreement, grants shall be governed at 2 CFR 200 (for State, Local and federally recognized Indian Tribal Governments, Higher Education, Hospitals, and other Non-Profit Organizations). Refer to the following applicable Federal cost principles for more information: ecfr.gov

c. Examples of Eligible Activities and Allowable Costs

Common examples, but not an exhaustive list, of capacity-building activities that can be funded include:

- **Staff Salaries** – for existing or new staff members, which can include fringe benefits.
- **Consultants** – for capacity-building activities that fall within the program area(s) of the proposal. Examples include consultants with expertise in strategic planning, financial management, asset and property management, bookkeeping, board governance, staff professional development, market analysis, neighborhood planning, data analysis and tracking, performance measurement, and other capacity building areas.
 - Consultants shall be chosen through full and open competition and must possess the ability to perform successfully under the terms and conditions of the proposed activity with price and other factors considered.
 - Consultant pricing shall be fair, reasonable, and comparable to pricing of other entities providing similar services.
 - Consultant Rates may not exceed the limits established for the Section 4 program. See [Appendix E – Federal Provisions](#) (High-Rate Consultants and Contractors) for more information.
- **Staff or Board Training** – to enhance skillsets, knowledge, and/or strengthen the capacity of the organization. Examples may include topics can include housing development, financial management, economic development, asset management, board development or technology delivered through seminars/workshops or by a consultant.

- **Computer Software/Hardware** – or other essential technical equipment. These costs may require additional reporting requirements in accordance with Federal Regulations.
- **Travel** – for staff who are in travel status on official business related to the award. All travel must adhere to federal per diem rates. NOTE: Non-conventional lodging or rental properties such as AirBnB are not allowable expenses under this award.
- **Other Professional Services** – as required for project/portfolio or financial planning.

Grant funds **may not** be used for the following costs:

- Ongoing business expenses or organization costs defined as rent, telephone bills, insurance, etc.
- Direct and indirect construction costs.
- Expenses for new lines of business or start-up costs, including staff and consultant fees related to these efforts.
- Fundraising activities, including grant writing and meeting with donors.
- Dues for lobbying activities.
- Bad debts.
- Contributions and donations.
- Entertainment costs, including food, amusement, diversion, social activities, and alcohol.
- Policy or advocacy costs intended to influence legislation.
- Giveaways, prizes, gift cards, incentives, or stipends.
- Fines, penalties, and judgments.
- Interest and other financing costs.
- Investment costs.
- Capital expenditures or land acquisition.
- Costs of idle facilities.
- Housing & personal living expenses.
- Contingency reserves.
- Other costs pursuant to program or regulatory requirements.

d. Administrative Requirements

Applicants that receive a Recommendation of Award from Enterprise, should be aware of the requirements associated with the grant.

- **Cost Reimbursement** - All grants are awarded on a cost reimbursement basis; grant disbursements occur after expenses have been incurred. Additionally, some Grantees will be required to submit documentation supporting the expenses being invoiced.
- **Dedicated Staff Contacts** – Grantees are required to meet with Enterprise staff to finalize details of the award before the grant agreement is executed. Additionally, to ensure good communication and consistent project progress, periodic meetings will take place with dedicated grant management and programmatic staff.
- **Executed Grant Agreement** – Enterprise cannot finalize grant commitments until the conditions of the award are satisfied and a grant agreement is executed (signed) by Enterprise and the Grantee organization.
- **Federal Funding Accountability and Transparency Act (FFATA)** – As applicable, Grantees must comply with FFATA and provide necessary information to enable Enterprise to comply with FFATA reporting requirements. Please visit <http://www.fsr.gov> for more information.
- **Federal Provisions** – Included in all grant agreements, this document explains the administrative standards and provisions that the grant is governed by. Grantees must sign the Federal Provisions along with their signed Grant Agreement. [See Appendix E](#) for additional information.
- **Good Standing** – Awardees must be in good standing within their state of incorporation. As part of the proposal process, Applicants must upload a copy of their current Certificate of Good Standing.

- **Match** - The Section 4 program requires Enterprise to raise match from private sources for every dollar of Section 4 funds spent. Enterprise in turn requests that Grantees demonstrate their ability to provide matching dollars at a 3:1 ratio to assist Enterprise in meeting this requirement. See Appendix C for additional information. **Providing matching funding is not a requirement for applying to this program. If it is possible to meet the requirement by certifying eligible private funding, please inform our team, but this is not required.**
- **Organizational Document Checklist (Exhibit A)** – Applicants are required to complete the Organizational Document Checklist as part of their proposal submission. If selected for an award they may be required to provide supporting documentation to ensure they have the systems and internal controls in place to successfully manage federal funds. This request is based on federal requirements contained in 2 CFR 200 which requires Enterprise to review and evaluate the risk associated with potential Grantees prior to making awards. If deemed necessary, Grantees may be required to participate in an organizational assessment as well as subsequent program audits. Enterprise will not issue a grant agreement until all documentation has been submitted and the assessment review has been completed.
- **Performance on Past/Current Grants from Enterprise** - Any current or previously received grants, loans or contracts from Enterprise must be in good standing. For the purposes of this RFP, good standing means that current Grantees are incurring costs and requesting reimbursement in a timely manner, communicating with Enterprise as soon as any shifts in scope or budget are identified, and responding to all requests by stated deadlines. For grants that have ended, all close out reports must be submitted, completed and on file. For contracts and loans, this means that consultants and borrowers must be in compliance with the regulations governing the use of federal funds.
- **Performance Reporting** – Grantees are required to provide activity reports in six-months intervals. Reporting will include updates on progress made against proposed activities and measurable outcomes. Additional reporting requirements are described within the RFP on page
- **Sharing Knowledge with the Field** –Grantees may be asked to participate in a webinar, conference call, panel discussion, or other activity to share outcomes from their grant award with the field. It is our expectation that Grantees participate when possible.
- **Standard Terms & Conditions** – Standard Terms & Conditions outline award recipient responsibilities and details. See [Appendix D](#) for additional information.
- **System for Award Management (SAM) Registration** – Awardees and all subcontractors and consultants engaged by Grantees through this award must be registered in SAM. SAM must remain active throughout the lifecycle of the grant, and Awardees must provide verification that they have an active account in SAM before Enterprise will issue a grant agreement. In addition, grantees must not have active exclusions or delinquent federal debt and may not be currently debarred, suspended, proposed for debarment, or declared ineligible for awards by any federal agency. For questions on registering refer to <https://sam.gov/content/home>.
- **Work Products** – For our records, any work products (i.e., reports, work plans, etc.) developed with grant funding must be shared with Enterprise at the end of the grant term.

Appendix C – Match Guidance

The Section 4 Program requires cost sharing or matching. In accordance with Section 4(c) of the HUD Demonstration Act of 1993, each dollar awarded must be matched by three dollars from private sources. All match funds shall conform to the requirements of 2 CFR 200.29, 2 CFR 200.306 and 2 CFR 200.96.

While Enterprise assumes responsibility for meeting the Section 4 program match obligation, we request that Grantees demonstrate their ability to document match to help satisfy this requirement at a ratio of 3:1. As an example, a \$50,000.00 request for grant support equals \$150,000.00 in matching contributions. **Providing matching funding is not a requirement for applying to this program. If it is possible to meet the requirement by certifying eligible private funding, please inform our team, but this is not required.**

Match reflects private-sector dollars received by the grantee to **support the same project or program being funded with this grant**. Eligible private-sector funds include donations from individuals, foundation and corporate grants, or tenant portion of rents collected, as they relate to the grantee’s work plan.

It is important to note that loans, equity investments, or developer fees associated with projects that are directly funded by Enterprise, LISC, the National Equity Fund, or Habitat for Humanity, including syndication of tax credits or loans, **cannot count** as match. However, loans, equity, or developer fees may be used from projects that are not directly financed by Enterprise, LISC/NEF, or Habitat for Humanity, provided they support the same project or program being funded with this grant.

Acceptable Match is:

- Privately sourced. Funds must be verifiable from the recipient's records (e.g., backed up by check copies and bank deposit statements).
- Not included as match for any other federally assisted project or program.
- Connected to the efficient accomplishment of project or program objectives as defined in the grant scope of work.
- Allowable under the applicable cost principles as stated in 2 CFR 200 (Subpart E).
- Received and utilized before the close of the grant period of performance.

*** Funds from public sources, even if they are non-federal (such as funds from cities, states or housing authorities, HOME, CDBG funds) are not eligible.**

Examples of Acceptable Match Funds and Required Backup Documentation

Acceptable Match Example	Required Backup Documentation
Individual Donations	1) Documentation showing the receipt of funds (ex. copy of the check, highlighted bank statement or wire receipt).
Foundation and Corporate Grants	1) Grant Award letter or executed Grant Agreement. 2) Documentation showing the receipt of funds (ex. copy of the check, highlighted bank statement or wire receipt).

Developer Fees	<ol style="list-style-type: none"> 1) Third party verification that the funds being used are privately sourced. A signed agreement between the parties must be submitted and must identify the investor or equity contributor and clearly confirm that the investment is privately sourced. Limited Partner is not the same as an Investor, usually a Limited Partner Agreement (LPA) will show the investor(s). 2) Documentation showing the receipt of funds (ex. copy of the check, highlighted bank statement or wire receipt).
Line of Credit (to the extent funds have been drawn)	<ol style="list-style-type: none"> 1) Copy of the executed loan agreement 2) Highlighted bank statement or wire receipt.
Operational Revenue, such as tenant rent or management fees (as it relates to the grantee’s scope of work)	<ol style="list-style-type: none"> 1) Rent rolls that differentiate the tenant portion and subsidy. Rents must be received. Subsidies are not eligible match. A summary of charges is not acceptable evidence of match.
Loans, equity, or developer fees from projects not directly financed by any of the Section 4 intermediaries (Enterprise, LISC, Habitat or NEF) and privately sourced.	<ol style="list-style-type: none"> 1) Construction loan agreement or tax equity syndication letter. 2) Documentation showing the receipt of funds (ex. copy of the check, highlighted bank statement or wire receipt).
Land acquired (rare)	<ol style="list-style-type: none"> 1) Donation - Proof of how the value of the land was determined such as an appraisal document and proof of the title passing. 2) Purchase – Settlement statement or proof that land is from a private entity, evidence of ownership by the CDC, acquired within the grant period of performance, and an appraisal by a certified independent real estate company at the time of sale.

Note: Additional documentation may be required beyond what has been described above, as is necessary to demonstrate to the satisfaction of Enterprise and HUD that match sources are private, relate to workplan activities, and are allowable under the cost principles. Each grantee’s Enterprise Grants Specialist will help to ensure all necessary documentation is collected.

Match Collection and Period of Performance

Enterprise seeks to collect documentation of match funds with the other documents required for grant execution (i.e., at the beginning of the grant period). However, match can be submitted to Enterprise throughout the grant’s period of performance as funds are received and expended for the program or projects.

During every Section 4 funding round, grant applicants will be asked to *propose* match in their

proposal. If awarded grant funding, the grantee should submit documentation of this match expenditure or replace it with an alternate, eligible source(s) used in relation to the grant program or projects.

All match documentation must be submitted to Enterprise prior to issuing the final disbursement of grant funds and closing out of the grant.

Appendix D – Standard Terms & Conditions

Purpose of Agreement

The purpose of this Agreement is to specify the terms and conditions under which Grantee will receive Grant Proceeds to enable Grantee to carry out the activities described in the Work Plan, which activities are in furtherance of Enterprise's exempt purposes, and set forth in Exhibit A (the "Work Plan").

W-9 Form / Federal Tax Identification Number

Grantee certifies that the W-9 previously submitted to Enterprise is the current W-9 for Grantee. Payment will be made payable to the name and corresponding Federal Tax Identification number found on the W-9 Form. Grantee hereby agrees to notify Enterprise immediately upon any change of any information submitted on Grantee's W-9 Form.

Authorized Uses and Expenditures of Grant Proceeds

The Grant Proceeds are only to be used for the activities specified in the Work Plan and in accordance with the budget set forth in Exhibit B (the "Budget"). If Grantee deviates from the Work Plan or any other provision in this Agreement, such deviation shall be at Grantee's risk and any costs related to such deviation are ineligible for reimbursement. Similarly, costs incurred by Grantee prior to the Effective Date are unauthorized and ineligible for reimbursement. Grantee shall not expend more than the amount allocated in the Budget without Enterprise's prior written consent. However, Grantee is permitted to make minor transfers to line items within the Budget aggregating up to and including 10% of the Grant Proceeds (the "10% Threshold") without the prior written consent of Enterprise. Notwithstanding the foregoing and for clarity, circumstances requiring prior written consent of Enterprise are further set forth in the section below entitled "Modifications and Amendments".

Grantee agrees that Grant Proceeds will be used in compliance with all applicable anti-terrorist financing and asset control laws, regulations, rules and executive orders, including but not limited to, the USA Patriot Act of 2001 and Executive Order No. 13224.

Grantee shall not use any portion of the Grant Proceeds to carry on lobbying or otherwise to attempt to influence specific legislation, either by direct or grassroots lobbying, nor to carry on directly or indirectly a voter registration drive, nor to make grants to individuals on a non-objective basis, nor to use the funds for any non-charitable purpose.

Confidential Information

"Confidential Information" is information which either party to this Agreement (each, a "Party"), in its sole determination, regards as confidential or proprietary including, but not limited to: borrower, grantee, or subcontractor/contractor information; fundraising materials, information regarding that Party's financial and strategic planning; Personally Identifiable Information (as defined herein); information regarding either Party's staffing; and other data, files, and/or other material, whether such information is both tangible and intangible, in writing and orally imparted. The Party receiving proprietary information will be referred to as the "Receiving Party" and the Party disclosing the information will be referred to as the "Disclosing Party." Both Parties can be a "Receiving Party" or a "Disclosing Party."

Each Party hereby agrees that it shall not disclose or divulge any Confidential Information or any part thereof to any other person or entity or use any Confidential Information for its pecuniary benefit or for any other purpose without the prior written consent of the Disclosing Party. Upon the request of the Disclosing Party, Receiving Party shall promptly deliver to Disclosing Party all documents or other materials in its possession, and all copies thereof, constituting or containing Confidential Information.

For purposes of this Agreement, "Confidential Information" shall not include the following: (1) information which is or becomes publicly available without fault on the part of a Party; (2) information which is already in the Receiving Party's possession prior to the effective date of the Agreement and is not otherwise Confidential Information; (3) is independently developed by the Receiving Party outside the scope of this Agreement and without references to Confidential Information; (4) is rightfully obtained by the Receiving Party from third parties (other than Enterprise or Grantee) who are not known to the Recipient Party to be subject to a confidentiality obligation and does not otherwise

constitute Personally Identifiable Information, or (5) is demanded by a valid court order or subpoena or disclosure of which is required under applicable law or regulation, provided, however, that the Party served (“Party Served”) with any interrogatory, request for information or documents, subpoena, deposition, civil investigative demand or other process will provide the other Party with prompt notice of the requested disclosure, if counsel for the Party Served determines that such notice is permitted by law, so that the other Party may seek an appropriate protective order or waive compliance with the provisions of this Agreement.

The provisions of this “Confidential Information” section shall survive beyond the Last Effective Date (as defined below).

Personal Information Protection

Grantee represents that Grantee has implemented and maintains reasonable security procedures and practices that are: (i) appropriate to the nature of the Personally Identifiable Information (as defined herein) disclosed under this Agreement; and (ii) reasonably designed to help protect the Personally Identifiable Information from unauthorized access, use, modification, disclosure, or destruction. “Personally Identifiable Information” shall be defined as any information pertaining to an individual that can be used to distinguish or trace a person’s identity such as name, email address, home address and phone number. Personally Identifiable Information includes the following, it being understood that the list is not exhaustive and may be defined otherwise under the applicable jurisdiction

- Social Security Number (SSN) —inclusive of the entire number or a truncated SSN such as the last 4 digit
- Driver’s License Number or State ID Number
- Passport Number
- Alien Registration Number
- Financial account numbers
- Email addresses
- Phone numbers
- Image
- IP address
- Mother’s maiden name
- Any such information as would reasonably be expected to have the same protection as the foregoing examples in Grantee’s industry.

Grantee agrees to keep all Personally Identifiable Information physically within the borders of the United States. Grantee shall notify Enterprise within 48 hours if any Personally Identifiable Information has been the subject of a data breach.

Inspection; Right to Audit/Record Retention

Grantee agrees that Enterprise may monitor, and conduct an evaluation of, project operations during the Period of Performance. This may include meetings with Grantee’s staff to discuss projects and to review financial and other records connected with the activities financed by the Grant Proceeds. Grantee shall keep (a) accurate records documenting its performance of the Work Plan, and (b) a legible set of books of account in accordance with generally accepted accounting principles for a minimum of six (6) years after the expiration of the Period of Performance. Grantee agrees that the aforementioned records and books of account shall be open for inspection by Enterprise or its auditors. If, upon an audit, Enterprise determines in its sole discretion that Grantee has not properly used the Grant Proceeds, Enterprise may demand repayment of any and all Grant Proceeds that were not properly used.

Default and Remedies

If Grantee fails to comply with any terms in this Agreement, Enterprise will notify Grantee of its breach and Grantee will have twenty (20) days from the date of the notice to cure the breach. A breach may include, without limitation, Grantee’s failure to comply with the Work Plan, Grantee’s unauthorized expenditure of the Grant Proceeds, or the default under any other grant or loan from Enterprise, its affiliates, subsidiaries, or supporting organizations to Grantee or its affiliates, subsidiaries, or supporting organizations. Concurrent with the aforementioned notice, Enterprise may suspend and withhold disbursements of the Grant Proceeds until the Grantee satisfactorily cures the breach. In addition, Enterprise may require, and Grantee shall accept, technical assistance which Enterprise deems necessary to complete the Work Plan.

Enterprise may immediately terminate this Agreement upon conclusion of the twenty (20) day period if Grantee fails to

cure the breach to the satisfaction of Enterprise.

In the event of termination by Enterprise, Enterprise may demand repayment of all or some of the Grant Proceeds based on the circumstances giving rise to the termination. In addition to the rights and remedies contained in this Agreement, Enterprise may at any time proceed to protect and enforce all rights available to Enterprise by suit in equity, action at law or by any other appropriate proceedings, all of which rights and remedies shall survive the termination of this Agreement.

Nonwaiver

The failure of Enterprise in any instance to insist upon a strict performance of the terms of this Agreement or to exercise any option hereunder shall not be construed as a waiver or relinquishment for the future of such term or option from exercising any such right, power or remedy upon default at any later time or times.

Indemnification

Grantee, intending to be legally bound, hereby expressly agrees and covenants to defend, hold harmless and indemnify Enterprise, its directors, officers, agents and employees from and against any and all costs, liability, demands, claims, damage and expenses of any nature or any kind (including, but not limited to, indebtedness, penalties, fines, Enterprise's costs and reasonable legal fees) incurred in connection with this Grant and results in injury to persons or damage or destruction to property to the extent that such claims, actions, damages, expenses, losses, liabilities, fees, costs or penalties are caused by or arise of any act or omission of Grantee or of any of its employees or agents. The provisions of this section "Indemnification" shall survive beyond the Last Effective Date (as defined below).

Conflicts of Interest

Except for approved eligible administrative and personnel costs to be paid to Grantee as shown in the Budget, none of Grantee's designees, agents, members, officers, employees, consultants or members of its governing body or any local governmental authority exercising jurisdiction over the Grant Proceeds, and no other public official of Grantee or such authority or authorities who exercise or has exercised any functions or responsibilities with respect to the Grant Proceeds during such person's tenure, or who is in a position to participate in a decision-making process or gain inside information with regard to the Grant Proceeds, has or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with this Agreement, or in any activity, or benefit therefrom, which is part of the Work Plan at any time during or after such person's tenure. By signing this Agreement, Grantee's signatory certifies that, to the best of his/her knowledge and belief, there are no relevant facts or circumstances that could give rise to an organizational or personal actual or potential conflict for Grantee or any of its staff, and that Grantee has disclosed to Enterprise all such relevant information if such a conflict of interest appears to exist to a reasonable person with knowledge of the relevant facts or if such a person would question the impartiality of Grantee. Grantee agrees that if an actual or potential conflict of interest is discovered after the effective date of this Agreement, Grantee will make a full disclosure in writing to Enterprise. The disclosure shall include a description of actions that Grantee has taken or proposes to take to avoid, mitigate, or neutralize the actual or potential conflict.

Relationship of the Parties

Grantee is not an employee, partner, agent of or joint venturer with Enterprise for any purpose.

Acknowledgment of Funding

Grantee agrees to recognize Enterprise as a funding partner in the proposed project and shall favorably acknowledge Enterprise as a funder in all media publications relating to the project. Any acknowledgement must list Enterprise as "Enterprise Community Partners, Inc.". Any use of Enterprise's logo must have prior written consent of Enterprise.

Compliance with Laws

Grantee shall comply with the requirements of all laws, rules, regulations and orders of any governmental authority applicable to Grantee or the services being provided under this Agreement, including without limitation, the data privacy laws of any state in which Grantee shall have access to Personally Identifiable Information. Grantee shall not take any action in violation of any applicable legal requirement that could result in liability being imposed on Enterprise.

Survival

Notwithstanding the Period of Performance, this Agreement shall remain in effect until the last to occur of: (a) the date that the Grant Proceeds have been fully disbursed in accordance with this Agreement; (b) the date that all work has been completed under the Work Plan and all reports and records due by Grantee to Enterprise have been submitted to and approved by Enterprise; or (c) the date that there has been a closeout between Enterprise and Grantee of all issues arising out of the Grant Proceeds and this Agreement; (the last effective date to be referred to as the "Last Effective Date"). Notwithstanding the foregoing, certain sections of this Agreement as noted in the Agreement shall survive beyond the Last Effective Date.

Modifications and Amendments

Both parties may amend this Agreement so long as any amendment that affects the rights and obligations of either Party is in writing and executed by both Parties. The following circumstances require prior written consent of Enterprise: (1) a change in the line items of the Budget that exceed the 10% Threshold, (2) an extension of the Period of Performance, (3) any additions, deletions or alterations of existing approved Work Plan activities (even if the cost of such activity change is under the 10% Threshold), or (4) significant changes to Grantee capacity to manage and implement the Work Plan and Grant Proceeds. If Grantee does not obtain prior Enterprise consent, any costs related to unauthorized personnel or activities shall be at Grantee's risk and borne by Grantee.

Administrative corrections that do not affect the rights and obligations of Grantee (such as corrections to addresses, emails or other such data) may be made by Enterprise without formal amendment but with notice to Grantee.

Delegation; Assignment

Grantee shall not delegate any duties or assign any rights under this Assignment without the prior written approval of Enterprise. A delegation of duties will not relieve Grantee of any duty to perform or any liability for breach of this Agreement unless this Agreement is wholly assigned to another party with Enterprise approval of the assignment and the assignment documents.

Governing Law

This Agreement shall be construed and enforced in accordance with, and the rights of the Parties shall be governed by, the laws of the State of Maryland, exclusive of its conflicts of law rules. Grantee agrees that any litigation shall be brought and prosecuted in any District or Circuit Court of Maryland, as appropriate, or Federal District Court, with venue in the United States Court for the District of Maryland, Baltimore Division and the Grantee consents to the in personam jurisdiction of such courts.

Grantee irrevocably waives any objection to, and any right of immunity from, the jurisdiction of such courts or the execution of judgments resulting therefrom, on the grounds of venue or the convenience of the forum.

Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Electronic Signature

The use of an electronic signature ("E-Signature") by any Party in executing this Agreement shall constitute the legal equivalent of a manual or handwritten signature as if the Party signed this Agreement in writing. No certification authority or other third-party verification shall be required to validate the Party's E-Signature, and the lack of such certification or third-party verification will not in any way affect the enforceability of the E-Signature/s or this Agreement.

Appendix E – Federal Provisions

GENERAL ADMINISTRATIVE REQUIREMENTS FOR SECTION 4 CAPACITY BUILDING FOR COMMUNITY DEVELOPMENT AND AFFORDABLE HOUSING PROGRAM

The Federal provisions are based on requirements of the grant agreement, Instrument No. *B-22-CB-MD-0001* (the "HUD Grant Agreement"), between the U.S. Department of Housing and Urban Development Office of Affordable Housing Preservation ("HUD") and Enterprise Community Partners, Inc. ("Enterprise") and effective as of August 14, 2024.

These provisions apply to any Subaward Agreement (“Agreement”) funded in whole or in part by monies available under the HUD Grant Agreement. This includes this Agreement between Enterprise and Subawardee. Subawardee must comply with such provisions as applicable and to the extent feasible, given the circumstances and purposes of the Agreement.

Subawardee is required, to the extent feasible, to include provisions to carry out the purpose of the HUD Grant Agreement in all contracts of employment with persons who perform any part of the work under this Agreement, and with all contractors or other persons or organizations participating in any part of the work under this Agreement. Subawardee is required to sign below.

The requirements below apply are listed in Section VI.B., “Administrative, National and Departmental Policy Requirements and Terms for HUD Applicants and Recipients of Financial Assistance Awards” of the program NOFO. In addition, the requirements as stated below apply only to the extent they are consistent with the requirements as stated by the applicable program NOFO and applicable Federal statutes and regulations. The legal agreement signed pursuant to an award with the recipient or subaward with a subrecipient must contain assurance of compliance with program requirements, including but not limited to nondiscrimination and equal opportunity requirements. 24 C.F.R. § 5.105(a).

1. The Fair Housing Act.

Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended, (42 U.S.C. §§ 3601 – 3619; implementing regulations at 24 CFR part 100 et seq.) prohibits discrimination in the sale, rental, and financing of dwellings, and in other housing-related transactions, because of race, color, religion, sex, familial status, national origin, and disability. It also requires that all federal programs relating to housing and urban development be administered in a manner that affirmatively furthers fair housing in accordance with HUD’s regulations governing the Fair Housing Act.

Additionally, recipients of HUD funding and their prospective and contracted subrecipients, must comply with the fair housing law(s) of the state or locality in which their program or activity is conducted (e.g., if there is a law prohibiting discrimination in housing based on lawful source of income).

2. Title VI of the Civil Rights Act of 1964.

Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and HUD’s implementing regulations (24 C.F.R. part 1) prohibit recipients of federal financial assistance from discriminating

against any person on the basis of race, color, or national origin. Under Title VI, recipients may not exclude a person from participation, restrict access, treat differently, deny any benefit, provide any benefit differently, or otherwise discriminate against any person on the basis of race, color, or national origin. Recipients also may not utilize criteria or methods of administration that have the purpose or effect of subjecting individuals to discrimination because of their race, color, or national origin. Siting decisions by recipients may not have the purpose or effect of discriminating based on race, color, or national origin. Recipients also may not subject any person to segregation based on race, color, or national origin. In addition, recipients are obligated to take reasonable actions to remove or overcome the consequences of prior discriminatory practices regardless of whether the recipient engaged in discriminatory conduct. Title VI applies to actions taken directly and actions taken through contractual arrangements.

3. The Age Discrimination Act of 1975.

The Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 – 6107) prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance. HUD's implementing regulations are at 24 C.F.R. part 146.

4. Section 504 of the Rehabilitation Act of 1973.

Section 504 (29 U.S.C. § 794) and HUD's implementing regulations (24 C.F.R. part 8) prohibits discrimination based on disability in any program or activity receiving federal financial assistance. Recipients of federal financial assistance may not deny a qualified individual with disabilities the opportunity to participate in or benefit from housing, or an aid, benefit, or service. Recipients must provide equal benefits to individuals with disabilities. Recipients may not provide different or separate benefits to individuals with disabilities, unless necessary to provide such individuals with benefits that are equally effective to those provided others. Recipients must administer programs and activities receiving Federal financial assistance in the most integrated setting appropriate to the needs of qualified individuals with disabilities. Section 504 applies to actions taken directly and actions taken through contractual arrangements.

Under Section 504 and HUD's implementing regulations, recipients must provide reasonable accommodations for persons with disabilities. A reasonable accommodation is a change, adaptation, or modification to a policy, program, service, or workplace which will allow a qualified person with a disability to participate fully in a program, take advantage of a service, or perform a job.

Recipients must also take appropriate steps to ensure effective communication with applicants, beneficiaries, and members of the public, such as providing auxiliary aids and services, including American Sign Language interpreters and alternate format documents (e.g., Braille, large print, accessible electronic communications) for persons with disabilities.

5. The Americans with Disabilities Act.

Title II of the ADA (42 U.S.C. §§ 12131 – 12165) prohibits discrimination based on disability in services, programs, or activities provided or made available by public entities. Title III of the ADA (42 U.S.C. §§ 12181 – 12189) prohibits discrimination based on disability in the goods, services,

facilities, privileges, advantages, or accommodations of places of public accommodations owned,

leased, or operated by private entities.

6. Affirmatively Furthering Fair Housing requirements.

- a. Section 808(e)(5) of the Fair Housing Act (42 U.S.C. § 3608(e)(5)) requires HUD to administer its programs and activities in a manner to affirmatively further the purposes of the Fair Housing Act. HUD requires all recipients of HUD funding, including those awarded and announced under HUD's Notice of Funding Opportunities (NOFOs), to take meaningful actions that affirmatively further fair housing, unless recipients are specifically exempted.

b. Affirmatively Furthering Fair Housing.

Section 808(e)(5) of the Fair Housing Act requires HUD to affirmatively further the purposes of the Fair Housing Act in its housing and urban development programs. HUD requires recipients of funds, including those awarded and announced under HUD's FY 2022 and 2023 NOFOs not specifically exempted, to administer programs and services a manner that affirmatively furthers fair housing in accordance with HUD's regulations governing the Fair Housing Act affirmatively further fair housing.

Federally recognized Indian tribes are not subject to the requirement to affirmatively further fair housing in their use of certain HUD funds. Other tribal entities may also be exempt.

7. Economic Opportunities for Low-and Very Low-income Persons.

Section 3 of the Housing and Urban Development Act of 1968 (Section 3), (12 U.S.C. § 1701u), entitled "Economic Opportunities for Low- and Very Low-Income Persons," and the HUD regulations at 24 CFR part 75 require, to the greatest extent feasible, that training, employment, contracting and other economic opportunities be directed to low- and very low-income persons, especially recipients of government assistance for housing, and to businesses that provide economic opportunities to low- and very low-income persons.

8. Improving Access to Services for Persons with Limited English Proficiency.

Recipients and subrecipients of HUD funds shall take reasonable steps to ensure meaningful language access to their programs and activities to persons with Limited English Proficiency (LEP). As an aid to recipients and subrecipients, HUD published Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (LEP Guidance) in the Federal Register on January 22, 2007 (72 FR 2731). The LEP guidance and additional information is available here: [Federal Register](#).

1. Accessible Technology.

Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. § 794d) requires HUD to ensure, when developing, procuring, maintaining, or using electronic and information technology (EIT), that the EIT allows persons with disabilities to access and use information and data comparably to those without disabilities unless an undue burden would result to the Federal agency. HUD encourages its recipients and subrecipients to adopt the goals and objectives of Section 508 by ensuring comparable access whenever EIT is used. In addition, the recipient and subrecipient(s) must assure their program

and activities are carried out in compliance with applicable requirements in Section 504 of the Rehabilitation Act, HUD's implementing regulations in 24 CFR part 8, and, where applicable, the Americans with Disabilities Act. HUD's regulations require effective communication with individuals

with disabilities and prohibit EIT-imposed barriers to access information, programs, and activities for persons with disabilities. For more information, see HUD's policy on Section 508 of the Rehabilitation Act and Accessible Technology.

2. Equal Access to Housing Regardless of Sexual Orientation, Gender Identity, or Marital Status.

HUD's equal access requirements in 24 CFR 5.105(a)(2) and 5.106 apply as written. The Equal Access Rule at 24 CFR 5.105(a)(2) requires that a determination of eligibility for housing that is assisted by HUD or subject to a mortgage insured by HUD shall be made in accordance with the eligibility requirements provided for such program by HUD, and such housing shall be made available without regard to actual or perceived sexual orientation, gender identity, or marital status. Furthermore, under 24 CFR 5.106, any recipient, sub-recipient, owner, operator, manager, or service provider funded in whole or part by any Community Planning and Development (CPD) program must provide equal access to programs, activities, services, or facilities in accordance with a person's gender identity.

HUD's definitions of sexual orientation and gender identity under the Equal Access Rule are at 24 CFR 5.100.

3. Ensuring the Participation of Small Disadvantaged Businesses, and Women-Owned Businesses.

HUD is committed to ensuring that small businesses; small, disadvantaged businesses; women-owned businesses; veteran-owned businesses and Labor Surplus Area Firms participate fully in the direct contracting and contracting opportunities generated by HUD's financial assistance. Recipients and subrecipients are required by 2 CFR 200.321 to take all necessary affirmative steps to assure that minority businesses, women's business enterprises, veteran-owned businesses and Labor Surplus Area Firms are used whenever possible.

4. Energy Efficient and Sustainable by Design.

Housing constructed, rehabilitated, and/or acquired with HUD funds must, where practicable, (following rehabilitation, if necessary) be well-designed, energy- and water-efficient, sustainable, accessible, and free from discrimination. Housing must, where practicable, prioritize location efficiency; be resistant to local disaster risks; have healthy indoor air quality; embrace the tenets of accessible design, including concepts of visitability and universal design; have access to affordable broadband internet for residents; and use native plant species in landscape design.

All new construction and, where feasible, substantial rehabilitation must meet a Green and Resilient Building Standard and should adhere to Elevation Standards (**as described below**) for structures in the 1 percent annual chance floodplain (the 100-year floodplain). When older or obsolete products are replaced as part of rehabilitation work, rehabilitation should use ENERGY STAR-labeled, Water Sense-labeled, or Federal Energy Management Program (FEMP)-designated products and appliances.

a. **Green and Resilient Building Standard** means an industry-recognized standard incorporating both:

- (2) Certification under (i) Enterprise Green Communities, (ii) Leadership in Energy and Environmental Design (LEED) (New Construction, Homes, Midrise, Existing Buildings Operations and Maintenance, or Neighborhood Development), (iii) International Code Council (ICC)-700 National Green Building Standard Green+ Resilience; or the (iv) Living Building Challenge, or (v) a regional standard such as Earth Advantage New Homes; or (vi) any other equivalent comprehensive green building program acceptable to HUD; and

- (2) Minimum energy efficiency requirements, such as those defined in (i) ENERGY STAR (Certified Homes or Multifamily High-Rise), (ii) DOE Zero Energy Ready Home; (iii) Passive House Institute Passive Building or EnerPHit certification from the Passive House Institute US (PHIUS), International Passive House Association; or (iv) any other equivalent energy efficiency standard acceptable to HUD.
- b. **Adhering to Elevation Standards** means all structures, as defined at 44 CFR 59.1, designed principally for residential use, and located in the 1 percent annual chance (100-year) floodplain, that receive assistance for new construction, repair of substantial damage, or substantial improvement, as defined at 24 CFR 55.2(b)(10), must be elevated with the lowest floor, including the basement, to the one percent annual chance floodplain elevation (base flood elevation). Nonresidential structures that receive assistance for new construction, repair of substantial damage, or substantial improvement must be elevated or floodproofed, in accordance with FEMA floodproofing standards at 44 CFR 60.3(c)(3)(ii) and 60.3(c)(4)(i) or successor standard, up to at least base flood elevation. 24 CFR 55.2(b)(12)(ii)(B) excludes from the definition of substantial improvement “[a]ny alteration of a structure listed on the National Register of Historical Places or on a State Inventory of Historic Places.”

5. Real Estate Acquisition and Relocation.

With certain exceptions, HUD-funded programs or projects are subject to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA) (42 U.S.C. §§ 4601 et seq.), and the government-wide implementing regulations issued by the Federal Highway Administration at 49 CFR part 24. The URA applies to acquisitions of real property and relocation occurring as a direct result of the acquisition, rehabilitation, or demolition of real property for Federal or Federally funded programs or projects.

Generally, real property acquisition that receives Federal financial assistance for a program or project, as defined in 49 CFR 24.2, must comply with the acquisition requirements contained in 49 CFR part 24, subpart B.

The relocation requirements of the URA and its implementing regulations at 49 CFR part 24, cover any displaced person who moves from real property or moves personal property from real property as a direct result of acquisition, rehabilitation, or demolition for a program or project receiving HUD assistance. The URA regulations recognize that there are circumstances where a person will not be permanently displaced but may need to be moved from a project for a short period of time (i.e., the person may be “temporarily relocated”). All benefits for persons required to move on a temporary basis are described in 49 CFR 24.202(a), including being contacted by the displacing agency and offered URA advisory services and permanent relocation assistance in accordance with 49 CFR Part 24. Some HUD program regulations provide additional protections for temporarily relocated tenants. Before planning their project, applicants must review the regulations for the programs to which they are applying. Individual NOFOs may have additional relocation guidance and requirements.

Additional resources and guidance pertaining to real property acquisition and relocation for HUD-funded programs and projects are available on HUD’s Real Estate Acquisition and Relocation website at www.hud.gov/relocation. Applicable laws and regulations, policy and guidance, publications, training resources, and a listing of HUD contacts are also available for applicants who have questions or need assistance.

6. Participation in a HUD-Sponsored Program Evaluation.

As a condition of the receipt of the award under a NOFO, the recipient is required to cooperate with all HUD staff, contractors, or designated grantees performing research or evaluation studies funded by HUD.

7. OMB Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, set forth in 2 CFR part 200, apply, except as otherwise provided by the Program NOFO or applicable program regulations. However, where a program-specific regulation issued before 2025 incorporates a specific part 200 requirement that was renumbered or replaced as a result of 85 FR 49506, 86 FR 10439, and 89 FR 30046, the part 200 requirement as replaced or renumbered by 85 FR 49506, 86 FR 10439 and 89 FR 30046 will govern. The requirements of 2 CFR 200.337 apply to all records pertaining to HUD awards.

8. Drug-Free Workplace.

The following requirements award term applies to all recipients: You as the recipient must comply with drug-free workplace in Subpart B (or Subpart C, if the recipient is an individual) of 2 CFR part 2429, which adopts the governmentwide implementation (2 CFR part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

9. Privacy Act Requirements Related to Safeguarding Resident/Client Files.

In maintaining resident and client files, funding recipients shall observe all applicable privacy laws, including state, local, and tribal laws concerning the disclosure of records that pertain to individuals and take reasonable measures to ensure that all such files are safeguarded, including when reviewing, printing, or copying client files. Federal requirements will apply where state, local, or tribal laws are inconsistent with Federal requirements, to the extent such Federal requirements preempt state, local, and tribal laws. When collecting or maintaining personally identifiable information for inclusion in a HUD system of records as defined by the Privacy Act, recipients shall comply with agency rules, regulations, or other requirements issued under the Privacy Act as applicable, including, but not limited to 24 CFR Part 5 Subpart B, PIH-2015-06, and other related issuances.

10. Compliance with the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282) (Transparency Act), as amended.

To accomplish the purposes of 2 CFR part 170, the following award terms from Appendix A to 2 CFR part 170 apply to all recipients:

Reporting Subawards and Executive Compensation

a. Reporting of first-tier subawards.

Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds \$30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).

1. Where and when to report.

- a. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.a. of this award term to <http://www.fsrs.gov>.
- b. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation

must be reported by no later than December 31, 2010.)

2. **What to report.** You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. Reporting total compensation of recipient executives for non-Federal entities.

1. **Applicability and what to report.** You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if -

- a. The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000 as defined in 2 CFR 170.320;

b. in the preceding fiscal year, you received -

- (B) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and

- (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and,

- c. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. **Where and when to report.** You must report executive total compensation described in paragraph b.a. of this award term:

- i. As part of your registration profile at <https://www.sam.gov>.

- ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. **Applicability and what to report.** Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if -

a. In the subrecipient's preceding fiscal year, the subrecipient received -

- (B) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) and,

- (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

- b. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. **Where and when to report.** You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

a. To the recipient; and

- b. By the end of the month following the month during which you make the subaward. For example, if

a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions.

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

- i. Subawards, and
- ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. **Definitions.** For purposes of this award term:

1. Federal Agency means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).

2. Non-Federal *entity* means all of the following, as defined in 2 CFR part 25:

- a. A Governmental organization, which is a State, local government, or Indian tribe;
- b. A foreign public entity;
- c. A domestic or foreign nonprofit organization; and
- d. A domestic or foreign for-profit organization

3. **Executive** means officers, managing partners, or any other employees in management positions.

4. Subaward:

- a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).
 - c. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
5. **Subrecipient** means a non-Federal entity or Federal agency that:
- a. Receives a subaward from you (the recipient) under this award; and
 - b. Is accountable to you for the use of the Federal funds provided by the subaward.
6. **Total compensation** means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)).

11. Eminent Domain.

No Federal funds provided under the Federal award may be used to support any Federal, state, or local project that seeks to use the power of eminent domain, unless eminent domain is employed only for a

public use. Public use shall not be construed to include economic development that primarily benefits private entities. Use of funds for mass transit, railroad, airport, seaport, or highway projects, and utility projects which benefit or serve the general public (including energy-related, communication-related, water-related, and waste water-related infrastructure), other structures designated for use by the general public or with other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfields, as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Pub. L. 107-118).

1. Accessibility for Persons with Disabilities.

For all HUD-funded activities:

- a. All meetings must be held, and services provided, in facilities that are physically accessible to persons with disabilities. Recipients and subrecipients must give priority to alternative methods of product or information delivery that offer programs and activities to qualified individuals with disabilities in the most integrated setting appropriate in accordance with HUD's implementing regulations for section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) at 24 CFR part 8, subpart C; and
- b. All notices of and communications during training sessions and public meetings shall be provided in a manner that is effective for persons with hearing, visual, and other communication-related disabilities or provide other means of accommodation for persons with disabilities consistent with section 504 of the Rehabilitation Act of 1973 and HUD's Section 504 regulations. Recipients and subrecipients must provide appropriate auxiliary aids and services necessary to ensure effective communication, which includes ensuring that information is provided in appropriate accessible formats as needed, e.g., Braille, audio, large type, assistive listening devices, sign language interpreters, accessible websites, and other electronic communications. *See* 24 CFR Section 8.6; 28 CFR 35.160, 36.303.

2. Violence Against Women Act.

The Violence Against Women Act of 1994, as amended (VAWA), provides housing protections for victims of domestic violence, dating violence, sexual assault, and stalking in many of HUD's housing programs. HUD's regulations implementing VAWA, as amended by the Violence Against Women Reauthorization Act of 2013, are found in the applicable program regulations and 24 CFR Part 5, Subpart L, Protection for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking (collectively, the VAWA rule). The specific HUD programs that are subject to the VAWA housing protections are listed in the "covered housing program" definition at 24 CFR 5.2003, and as may be identified by HUD through further regulations, notices, or any other means. In general, the VAWA rule provides that an applicant for assistance or tenant assisted under a covered housing program may not be denied admission to, denied assistance under, terminated from participation in, or evicted from the housing on the basis or as a direct result of the fact that the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or tenant otherwise qualifies for admission, assistance, participation, or occupancy. The VAWA rule also requires the establishment of emergency transfer plans for facilitating the emergency relocation of certain tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. For the specific requirements of the VAWA rule, see 24 CFR Part 5, Subpart L, and any applicable

program regulations. VAWA, as reauthorized by the Violence Against Women Act Reauthorization Act of 2022, further provides that no public housing agency or owner or manager or housing assisted under a covered housing program shall discriminate against any person because that person has opposed any act or practice made unlawful by the housing title of VAWA or because that person testified, assisted, or participated in any related matter. It also provides that no public housing agency or owner or manager of housing assisted under a covered housing program shall coerce, intimidate, threaten, interfere with, or retaliate against any person who exercises or assists or encourages a person to exercise any rights or protections under the housing title of VAWA. VAWA also protects the right to report crime and emergencies from housing. It establishes that landlords, homeowners, tenants, residents, occupants, and guests of, and applicants for, housing shall have the right to seek law

enforcement or emergency assistance on their own behalf or on behalf of another person in need of assistance. It prohibits application of actual or threatened penalties based on requests for assistance or based on criminal activity of which an individual is a victim or otherwise not at fault under the laws or policies adopted or enforced by “covered governmental entities” meaning any municipal, county, or State government that receives funding under Section 106 of the Housing and Community Development Act of 1974.

1. Conducting Business in Accordance with Ethical Standards

A. Code of Conduct for Procuring Property and Services.

All Federal award recipients, except states, and all subrecipients under Federal awards must have a code of conduct (or written standards of conduct) for procurements that meets all requirements in 2 CFR 200.318(c). Before entering into an agreement with HUD, each applicant selected for an award (other than a state) must ensure an up-to-date copy of the organization’s code of conduct, dated and signed by the Executive Director, Chair, or equivalent official, of the governing body of the organization, is available in Code of Conduct e-library. Applicants can check the e-Library to confirm that HUD has received their Code of Conduct.

HUD does not collect or review state codes of conduct for compliance with 2 CFR 200.318(c). Instead, each state must follow the same policies and procedures for procurements under Federal awards that the state uses for procurements from its non-Federal funds, as provided in 2 CFR 200.317.

B. Other Conflicts of Interest.

All recipients and subrecipients must comply with the conflict-of-interest requirements in the applicable program regulations and grant agreements. If there are no program-specific regulations for the award, the following conflict-of-interest requirements apply:

- i. *Conflicts Subject to Procurement Regulations.* In the procurement of property or services by recipients and subrecipients, the conflict-of-interest rules in 2 CFR 200.317 and 2 CFR 200.318(c) shall apply. In all cases not governed by 2 CFR 200.317 and 2 CFR 200.318(c), recipients and subrecipients must follow the requirements contained in paragraphs ii-v below.
- ii. *General prohibition.* No person who is an employee, agent, consultant, officer, or elected or appointed official of the recipient or subrecipient and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have a financial interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or

she has immediate family or business ties, during his or her tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including a stepparent), child (including a stepchild), sibling (including a stepsibling), grandparent, grandchild, and in-laws of a covered person.

- iii. *Exceptions.* HUD may grant an exception to the general prohibition in paragraph (ii) upon the recipient’s written request and satisfaction of the threshold requirements in paragraph (iv), if HUD determines the exception will further the Federal purpose of the award and the effective and efficient administration of the recipient’s program or project, taking into account the cumulative effects of the factors in paragraph (v).

- iv. *Threshold requirements for exceptions.* HUD will consider an exception only after the recipient has provided the following documentation:
 - a. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and
 - b. An opinion of the recipient's attorney that the interest for which the exception is sought would not violate state, local, or tribal law.
- v. *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the recipient has satisfactorily met the threshold requirements in paragraph (iii), HUD will consider the cumulative effect of the following factors, where applicable:
 - a. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;
 - b. Whether an opportunity was provided for open competitive bidding or negotiation;
 - c. Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;
 - d. Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific assisted activity in question;
 - e. Whether the interest or benefit was present before the affected person was in a position as described in paragraph (ii);
 - f. Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
 - g. Any other relevant considerations.
- vi. For purposes of the above requirements, once procured, contractors are considered agents of the recipient or subrecipient and are subject to the above conflict of interest rules in addition to those for procurements at 2 CFR 200.317 or 2 CFR 200.318, as applicable.

Recipients must disclose in writing any potential conflict of interest to HUD.

2. Build America, Buy America (“BABA”).

The Recipient must comply with the requirements of the Build America, Buy America (BABA) Act, Sections 70901-52 of Pub. L. No. 117-58, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee’s infrastructure project. Pursuant to HUD’s Notice, “Public Interest Phased Implementation Waiver for FY 2023 through 2025 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance” (88 FR 17001), any infrastructure projects for which HUD obligates funds on or after the applicable listed effective

dates, are subject to BABA requirements, unless excepted by another applicable waiver. For more information and a list of waivers issued by HUD, please see

https://www.hud.gov/program_offices/general_counsel/build_america_buy_america/waiver .

3. System for Award Management and Universal Identifier Requirements.

Unless you are exempted from the requirements under 2 CFR 25.110, the requirements at 2 CFR part 25, including Appendix A of the same part, are incorporated into the award terms and conditions, and you as the recipient are required to comply. Additional guidance is available on Sam.gov.

4. Trafficking in Persons.

Pursuant to 2 CFR part 175, the following award term and condition applies as written:

a. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
 - A. Associated with performance under this award; or
 - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement),” as implemented by HUD at 2 CFR 2424.
- b. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—
 1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
 - i. Associated with performance under this award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement),” as implemented by HUD at 2 CFR 2424.

c. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1. “Employee” means either:

- i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring,

transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. “Private entity”:

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

5. Award Term and Condition for Recipient Integrity and Performance Matters.

If the total Federal share of the Federal award includes more than \$500,000 over the period of performance, Appendix XII to 2 CFR part 200 applies and is incorporated into the award terms and conditions.

6. Suspension and Debarment.

The governmentwide debarment and suspension regulations in 2 CFR part 180 apply as incorporated and supplemented by HUD’s implementing regulations in 2 CFR part 2424. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

7. HUD Environmental Review.

Projects receiving HUD assistance must be in compliance with HUD’s environmental review regulations pursuant to 24 CFR Part 50 or Part 58.

8. Eliminating Barriers That May Unnecessarily Prevent Individuals with Criminal Histories from Participation in HUD Programs

In accordance with HUD Secretary Fudge’s April 12, 2022, memorandum, *Eliminating Barriers That May Unnecessarily Prevent Individuals with Criminal Histories from Participating in HUD Programs*, you must prevent unfair and potentially discriminatory exclusions based on criminal history or activity. A person otherwise eligible cannot be excluded from participating in the grant program

based on arrest record only. Any reliance on a person’s criminal history or criminal activity must be based on accurate records and reliable evidence showing a current danger to persons or property. Before excluding an individual because of criminal history or activity, you must offer that individual the opportunity to provide evidence of mitigating circumstances and you must take such evidence into account. Evidence of mitigating circumstances can include type of crime, the severity of the offense, the length of time since the offense, and evidence of rehabilitation, or that the criminal record is inaccurate.

9. Waste, Fraud, Abuse, and Whistleblower Protections.

Any person who becomes aware of the existence or apparent existence of fraud, waste or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD’s Office of Inspector General (OIG). HUD OIG is available to receive allegations of fraud,

waste, and abuse related to HUD programs via its hotline number (1-800-347-3735) and its online hotline form. You must comply with 41 U.S.C. § 4712, which includes informing your employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, grantee, and subgrantee—as well as a personal services contractor—who make a protected disclosure about a Federal grant or contract cannot be discharged, demoted, or otherwise discriminated against as long as they reasonably believe the information they disclose is evidence of:

1. Gross mismanagement of a Federal contract or grant;
2. Waste of Federal funds;
3. Abuse of authority relating to a Federal contract or grant;
4. Substantial and specific danger to public health and safety; or
5. Violations of law, rule, or regulation related to a Federal contract or grant.

10. Prohibition on Surveillance

Compliance with 2 CFR 200.216, Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment and Executive Order 14091 is required. HUD funds cannot be used to purchase or fund any form of facial or biometric recognition technology for the purposes of surveillance or any other use that may adversely impact equitable access to housing.

11. Certifications

The following provisions apply to Subawardee, in accordance with applicable law:

Subawardee:

- e) shall not use grant funds to promote “gender ideology,” as defined in Executive Order (E.O.) 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government;
- e) agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the U.S. Government’s payment decisions for purposes of section 3729(b)(4) of title 31, United States Code;
- e) certifies that it does not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964;
- e) shall not use any grant funds to fund or promote elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment; and that
- e) notwithstanding anything in the NOFO or Subawardee’s application for funding, the Agreement shall not be governed by Executive Orders revoked by E.O. 14154, including E.O. 14008, or NOFO requirements implementing Executive Orders that have been revoked.

12. Immigration Restrictions

Subawardee must administer its subaward in accordance with all applicable immigration restrictions

and requirements, including the eligibility and verification requirements that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (8 U.S.C. 1601-1646) (PRWORA) and any applicable lawful requirements that HUD, the Attorney General, or the U.S. Citizenship and Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218, or other Executive Orders or immigration laws.

Subject to the exceptions provided by PRWORA, the Subawardee must use SAVE, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.

13. Further Assurances.

Subawardee agrees that it will, from time to time, execute and deliver, or cause to be executed and delivered, such amendment to the Agreement and such further materials, documents and instruments as may be required by Enterprise or HUD to comply with any existing or future federal regulations, directives, policies, procedures and other requirements, or further the general purposes of the Agreement.

As the official authorized to sign on behalf of Subawardee, I bind the Subawardee to the above terms and hereby state that any representations made above are true and correct to the best of my knowledge and belief.

Subawardee:

By:

Printed Name:

Title: