

**ARKANSAS DEVELOPMENT FINANCE AUTHORITY (ADFA)
PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (hereinafter referred to as "Agreement") is made and entered into this 16th day of April, 2026, between the **ARKANSAS DEVELOPMENT FINANCE AUTHORITY**, a public finance organization in the State of Arkansas (hereinafter referred to as the "Authority" or "ADFA") and **GRANTWORKS, INC.** (hereinafter referred to as the "Consultant").

WITNESSETH

WHEREAS, the Authority desires to obtain the professional services of said Consultant to provide and perform professional services as further described hereinafter concerning the project to be referred to and identified as: **Administration and Implementation of the Single-Family New Construction Program – Community Development Block Grant-Disaster Recovery (CDBG-DR)**, and

WHEREAS, the Consultant hereby certifies that Consultant has been granted and possesses valid, current licenses to do business in the State of Arkansas, issued by the respective State Boards and Government Agencies responsible for regulating and licensing the professional services to be provided and performed by the Consultant pursuant to this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties hereto agree that, with the mutual acceptance of this Agreement as indicated hereinafter by the execution of this Agreement by both parties, a contract shall exist between both parties consisting of:

ARTICLE 1.00 - SCOPE OF PROFESSIONAL SERVICES

Consultant hereby agrees to provide and perform the professional services required and necessary to complete the services and work as set forth in the Scope of Professional Services, which is attached hereto and made a part of this Agreement.

1.01 COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that U.S. Housing and Urban Development (HUD) Community Development Block Grant-Disaster Recovery financial assistance will be used to fund all or a portion of the contract. The Consultant will comply with all applicable federal laws, regulations, executive orders, HUD CDBG-DR policies, procedures, and directives as outlined in Exhibit H.

ARTICLE 2.00 - DEFINITIONS

The following definition of terms associated with this Agreement is provided to establish a common understanding between both parties to this Agreement as to the intended usage, application, and interpretation of such terms pertaining to this Agreement.

2.01 AUTHORITY OR ADFA

The term "Authority" shall refer to the Arkansas Development Finance Authority, a public organization in the State of Arkansas, and any official and/or employees thereof who shall be duly authorized to act on the Authority's behalf relative to this Agreement.

2.02 CONSULTANT

The term "Consultant" shall refer to the individual or firm offering professional services which by execution of this Agreement shall be legally obligated, responsible, and liable for providing and performing any and all of the services, work, and materials, including services and/or work of sub-consultants and subcontractors, required under the covenants, terms, and provisions contained in this Agreement and any and all change orders thereto.

2.03 PROFESSIONAL SERVICES

The term "Professional Services" shall refer to all of the services, work materials, and all related professional, technical, and administrative activities which are necessary to be provided and performed by the Consultant and its employees and any and all sub-consultants and subcontractors the Consultant may engage to provide, perform, and complete the services required pursuant to the covenants, terms, and provisions of this Agreement.

ARTICLE 3.00 - OBLIGATIONS OF THE CONSULTANT

The obligations of the Consultant with respect to all the basic services and additional services authorized pursuant to this Agreement shall include, but not be limited to, the following:

3.01 LICENSES

The Consultant agrees to obtain and maintain throughout the period this Agreement is in effect all such licenses as are required to do business in the State of Arkansas, including, but not limited to, licenses required by the respective State Boards and other governmental agencies responsible for regulating and licensing the professional services provided and performed by the Consultant pursuant to this Agreement.

3.02 STANDARDS OF PROFESSIONAL SERVICE

The work and/or services to be provided and/or performed by the Consultant and by any sub-consultant(s) and/or subcontractor(s) engaged by the Consultant as set forth in the Scope of Professional Services shall be done in accordance with the generally accepted standards of professional practice and in accordance with the laws, rules, regulations, ordinances, codes, policies, standards, or other guidelines issued by those governmental agencies which have jurisdiction over all or a portion of this project and which are in effect at the time the Authority approves this Agreement, or which may subsequently be changed or revised. Any subsequent change or revision to such laws, rules, regulations, ordinances, codes, policies, standards, or other guidelines which requires the Consultant to provide and/or perform work and/or services which are significantly different from that set forth in the Scope of Professional Services shall serve as a basis for the Authority to consider the development and issuance of a change order to provide for a change to, or additional services to the services set forth in this Agreement.

3.03 AUTHORITY'S APPROVAL SHALL NOT RELIEVE PROVIDER OF RESPONSIBILITY

Neither review, approval, or acceptance by the Authority of data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents, photographs, reports, memoranda, other documents and instruments, and incidental professional services, work, and materials furnished hereunder by the Consultant, or any sub-consultant(s) or subcontractor(s) engaged by the Consultant to provide and perform services in connection with this Agreement shall relieve Consultant of responsibility for its services, but only to the extent caused by Consultant's negligent acts, errors, or omissions in the performance of this Agreement. Consultant may rely on the accuracy and completeness of information provided by the Authority and third parties and shall not be responsible for errors, omissions, or consequences arising from such information, third-party actions, or Authority-directed decisions. Consultant does not guarantee outcomes or regulatory approvals and shall be liable only to the extent of its applicable standard of care. Neither the Authority's review, approval, or acceptance of, nor payment for, any of the Consultant's services, work, and materials shall be construed to operate as a waiver of any of the Authority's rights under this Agreement, or any cause of action it may have arising out of the performance of this Agreement.

3.04 LIABILITY AND HOLD HARMLESS

To the fullest extent permitted by Arkansas law, the Consultant shall be liable and agrees to be liable for and shall indemnify and hold harmless the Authority, its officers, and employees from any and all third party liabilities, damages, losses, and costs, to person or property arising out of or caused by any negligent or willful act, omission, error, or default by the Consultant, its subcontractors, materialmen, or agents of any tier or their employees arising out of this Agreement or its performance. This indemnification obligation shall not be construed to negate, abridge, or

reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. This section does not pertain to any incident arising from the negligence or willful misconduct of the Authority. If there is a claim of, or liability for, a joint negligent act, error, or omission of the Consultant and the Authority, the indemnification and hold harmless obligation of this provision shall be apportioned on a comparative fault basis. Consultant's total liability under this Agreement shall not exceed the total compensation paid to Consultant under this Agreement or the limits of Consultant's applicable insurance, whichever is greater.

3.05 SCRUTINIZED COMPANIES STATEMENT

Consultant certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. The Authority may immediately terminate this Agreement at its sole option if the Consultant is found to have submitted a false certification; or if the Consultant is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement. If federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

3.06 NOT TO DIVULGE CERTAIN INFORMATION

Consultant agrees, during the term of this Agreement, not to divulge, furnish, or make available to any third person, firm, or organization, without Authority's prior written consent, or unless incident to the proper performance of Consultant's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by Consultant or any sub-consultant(s) or subcontractor(s) pursuant to this Agreement. Consultant may retain and use general knowledge, skills, and experience gained, provided no confidential information is disclosed. Consultant shall require all of its employees, sub-consultant(s), and subcontractor(s) to comply with the provisions of this paragraph.

The Authority agrees that a document or electronic file revealing the official cost estimate of a project is confidential until the contract for the project has been executed or until the project is no longer under active consideration.

3.07 ADDITIONAL SERVICES

Should the Authority request the Consultant to provide and perform professional services for this project which are not set forth in the Scope of Professional Services, the Consultant agrees to provide and perform such additional services as may be agreed to in writing by both parties to this Agreement.

Additional services shall be administered and authorized as change orders or supplemental task authorizations under this Agreement. The Consultant shall not provide or perform, nor shall the Authority incur or accept any obligation to compensate the Consultant for any additional services unless and until a written change order or supplemental task authorization has been agreed to and executed by both parties.

3.08 IMMIGRATION LAW COMPLIANCE

The Contractor acknowledges that he will comply with the Immigration Reform and Control Act of 1986 and is committed to employing only those individuals who are authorized to work in the United States, by hiring employees who properly complete, sign, and date the first section of the Immigration and Naturalization Services (INS) Form I-9 and present to the Contractor the original necessary document(s) to prove identity and employment eligibility.

The Contractor must also be responsible for entering into an agreement with each and every vendor and subcontractor that states that vendors, and subcontractors (and their vendors) are independently responsible for its own employment decisions, including hiring, disciplinary, and termination decisions, and will comply with the Immigration Reform and Control Act of 1986. The agreements shall also state that each business is responsible for its own I-9 and other employment record-keeping requirements, and with compliance with all immigration laws.

ARTICLE 4.00 - COMPENSATION AND METHOD OF PAYMENT

4.01 BASIC AND ADDITIONAL SERVICES

The Authority shall pay the Consultant for all requested and authorized basic services rendered hereunder by the Consultant and completed in accordance with the requirements, provisions, and/or terms of this Agreement and accepted by the Authority in accordance with the provisions for compensation and payment of said basic services set forth and prescribed in the Compensation and Method of Payment or on the basis of such changes to the established compensation as may be mutually agreed to by both parties to this Agreement as evidenced by a written change order executed by both parties. Acceptance shall not be unreasonably withheld, conditioned, or delayed. Undisputed portions of invoices shall be paid in accordance with this Agreement regardless of any disputed amounts.

4.02 METHOD OF PAYMENT

1) MONTHLY STATEMENTS

The Authority shall promptly pay the Consultant in accordance with Arkansas law upon receipt of the Consultant's invoice and written approval for same by the Authority indicating that the products and services have been provided in conformity with this Agreement. The Consultant shall be entitled to submit not more than one (1) invoice statement to the Authority each calendar month covering services rendered during the preceding calendar month. The Consultant's invoice statement(s) shall be itemized to correspond to the basis of compensation as set forth in the Agreement or change order(s) and supplemental task authorization(s) thereunder.

2) PAYMENT SCHEDULE

The Authority shall issue payment to the Consultant within thirty (30) calendar days after receipt of an invoice statement from the Consultant in an acceptable form and containing the requested breakdown and detailed description and documentation of charges. Should the Authority object or take exception to the amount of any Consultant's invoice statement, the Authority shall notify the Consultant of such objection or exception within the thirty (30) calendar day payment period set forth hereinbefore. If such objection or exception remains unresolved at the end of said thirty (30) calendar day period, the Authority shall withhold the disputed amount and make payment to the Consultant of the amount not in dispute. Payment of any disputed amount, or adjustments thereto, shall be made within thirty (30) calendar days of the date such disputed amount is resolved by mutual agreement of the parties to this Agreement.

4.03 PAYMENT WHEN SERVICES ARE TERMINATED AT THE CONVENIENCE OF THE AUTHORITY

In the event of termination of this Agreement at the convenience of the Authority, not at the fault of the Consultant, the Authority shall compensate the Consultant only for the services performed prior to the effective date of termination, reimbursable expenses then due, and reasonable expenses incurred by the Consultant in affecting the termination of services and work, and incurred by the submittal to the Authority of project drawings, plans, data, and other project documents.

ARTICLE 5.00 - TIME AND SCHEDULE OF PERFORMANCE

5.01 NOTICE-TO-PROCEED

Following the execution of this Agreement by both parties, and after the Consultant has complied with insurance requirements, the Consultant shall commence work promptly and shall carry on all such services and work as may be required in a timely and diligent manner to completion. Date of the last signatory will be the Notice-to-Proceed date.

5.02 FAILURE TO PERFORM IN A TIMELY MANNER

Should the Consultant fail to commence, provide, perform, and/or complete any of the services and work required pursuant to this Agreement in a timely and diligent manner, the Authority may consider such failure as justifiable cause to terminate this Agreement. Consultant shall not be

deemed in default for delays caused by the Authority, third parties, or regulatory agencies, including HUD.

ARTICLE 6.00 - ASSIGNMENT, TRANSFER AND SUBCONTRACTS

The Consultant shall not assign or transfer any of its rights, benefits, or obligations hereunder, except for transfers that result from: (1) the merger or consolidation of Consultant with a third party; or (2) the disestablishment of the Consultant's professional practice and the establishment of a successor Consultant, or consulting organization. Nor shall the Consultant subcontract any of its service obligations hereunder to third parties, except as otherwise authorized in this Agreement thereto, without prior written approval of the Authority. The Consultant shall have the right, subject to the Authority's prior written approval, to employ other persons and/or firms to serve as sub-consultants and/or subcontractors to Consultant in connection with Consultant providing and performing services and work pursuant to the requirements of this Agreement. The Authority shall have the right and be entitled to withhold such approval. Such approval shall not be unreasonably withheld.

In providing and performing the services and work required pursuant to this Agreement, Consultant intends to engage the assistance of the sub-consultant(s) and/or subcontractor(s) set forth in Consultant's Associated Sub-Consultants and Subcontractors, which is attached hereto and made a part of this Agreement.

ARTICLE 7.00 - APPLICABLE LAW

Unless otherwise specified, this Agreement shall be governed by the laws, rules, regulations of the State of Arkansas, or the laws, rules, and regulations of the United States when providing services funded by the United States Government.

ARTICLE 8.00 - INSURANCE

For the Insurance Section and Exhibit, Consultant will be referred to as "Vendor". The Vendor shall at its own expense, carry and maintain insurance coverage from responsible companies duly authorized to do business in the State of Arkansas as set forth in Insurance and Bonding Requirements of this solicitation.

Certificates issued as a result of the award of this solicitation must identify: "For any and all work performed on behalf of the Authority."

The General Liability Policy provided by Vendor to meet the requirements of this solicitation shall name the Authority as an additional insured including completed operations (and products if applicable). The policy shall be endorsed to be primary to any similar coverage carried by the Authority.

The Certificate Holder shall be named as: Arkansas Development Finance Authority. The Certificates of Insurance must state the Contract Number, or Project Number, or specific project description, or must read: "For any and all work performed on behalf of the Authority."

The amounts and types of insurance coverage shall conform to the minimum requirements set forth in Insurance and Bonding Requirements with the use of Insurance Services Office (ISO) forms and endorsements or their equivalents. If Vendor has any self-insured retentions or deductibles under any of the below listed minimum required coverage, Vendor must identify on the Certificate of Insurance the nature and amount of such self-insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be Vendor's sole responsibility.

Coverage(s) shall be maintained without interruption from the date of commencement of the work until at least thirty (30) days beyond the date of completion or warranty period, whichever is greater, or otherwise as specified in this solicitation if longer.

The Vendor and/or its insurance carrier shall provide thirty (30) days written notice to the Authority of policy cancellation or non-renewal on the part of the insurance carrier or the Vendor except for non-payment which shall be ten (10) days. The Vendor shall also notify the Authority, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage or limits received by Vendor from its insurer and nothing contained herein shall relieve Vendor of this requirement to provide notice.

Should at any time the Vendor not maintain the insurance coverage(s) required herein, the Authority may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverage(s) and charge the Vendor for such coverage(s) purchased. If Vendor fails to reimburse the Authority for such costs within thirty (30) days after demand, the Authority has the right to offset these costs from any amount due Vendor under this Agreement or any other agreement between the Authority and Vendor. The Authority shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage(s) purchased or the insurance company or companies used. The decision of the Authority to purchase such insurance coverage(s) shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

If the initial or any subsequently issued Certificate of Insurance expires prior to the completion of the scope of work, the Vendor shall furnish to the Authority renewal or replacement Certificate(s) of Insurance not later than ten (10) calendar days after the expiration date on the certificate. Failure of the Vendor to provide the Authority with such renewal certificate(s) shall be considered justification for the Authority to terminate any and all contracts.

ARTICLE 9.00 - DUTIES AND OBLIGATIONS IMPOSED ON THE CONSULTANT

The duties and obligations imposed on the Consultant by this Agreement and the rights and remedies available hereunder shall be in addition to, and not a limitation of, any otherwise imposed or available by law or statute.

Consultant's cooperation obligations shall be limited to matters within its possession, custody, or control and directly related to the Services. Consultant shall not be required to disclose proprietary or confidential information except as required by law.

ARTICLE 10.00 - MAINTENANCE OF RECORDS

The Consultant will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to the requirements of this Agreement. Said records and documentation will be retained by the Consultant for a minimum of five (5) years from the official close-out date of the Authority's grant award.

The Authority and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the Authority deems necessary during the period of this Agreement, and during the period five (5) years thereafter; provided, however, such activity shall be conducted only during normal business hours and at the expense of the Authority, and provided further that to the extent provided by law the Authority shall retain all such records confidential. "At the expense of the Authority" includes all reasonable, direct audit-related costs incurred by Consultant, excluding general administrative overhead.

Consultant shall make records available in electronic format, including through a secure shared folder or drive, where practicable. Upon request, Consultant shall also provide reasonable access to printed copies of records. The format of production shall be mutually agreed upon, considering efficiency, cost, and applicable legal requirements.

10.01 COMPLIANCE WITH PUBLIC RECORDS LAW

The Consultant must comply with Arkansas public records laws, specifically to:

- a. Keep and maintain public records required by the Authority to perform the service.
- b. Upon request from the Authority's custodian of public records, provide the Authority with a copy of the requested records in electronic format or if requested in printed form, allow the records to be inspected or copied within a reasonable time at a cost that does not exceed that permitted under Arkansas law or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if the Consultant does not transfer the records to the Authority.
- d. Upon completion of the Contract, transfer, at no cost, to the Authority all public records in possession of the Consultant or keep and maintain public records required by the Authority to perform the service. If the Consultant transfers all public records to the Authority upon completion of the Contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Contract, the Consultant shall meet all applicable requirements for retaining public records.. .
- e. The Authority will consider it a breach of contract should the Consultant fail to comply with any public records request.
- f. If the Consultant is not providing the requested public records, the burden of proof is on the Consultant to show why they did not comply with the request.

ARTICLE 11.00 – HEADINGS

The headings of the articles, sections, exhibits, attachments, phases, or tasks as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such articles, sections, exhibits, attachments, phases, or tasks.

ARTICLE 12.00 - ENTIRE AGREEMENT

This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties hereto and shall supersede, replace, and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or affect whatever on this Agreement.

ARTICLE 13.00 - NOTICES AND ADDRESS OF RECORD

13.01 NOTICES BY CONSULTANT TO AUTHORITY

All notices required and/or made pursuant to this Agreement to be given by the Consultant to the Authority shall be in writing and shall be given by the United States Postal Service Department first class mail service postage prepaid, addressed to the following Authority address of record and sent to the attention of the Authority's Federal Housing Programs Manager if waived by Authority:

Arkansas Development Finance Authority
 Attention: Federal Housing Programs Manager
 1 Commerce Way, Suite 602
 Little Rock, AR 72202

13.02 NOTICES BY AUTHORITY TO CONSULTANT

All notices required and/or made pursuant to this Agreement to be given by the Authority to the Consultant shall be made in writing and shall be given by the United States Postal Service

Department first class mail service, postage prepaid, addressed to the following Consultant's address of record if waived by Consultant:

GrantWorks, Inc.
Attention: Bruce Spitzengel, President
2201 Northland Drive
Austin, TX 78756
Telephone Number: 512-420-0303 x310

13.03 CHANGE OF ADDRESS OF RECORD

Either party may change its address of record by written notice to the other party per above contacts.

ARTICLE 14.00 – TERM

It is anticipated that a contract will be awarded for an initial term of twenty-four (24) months to complete the project and to begin upon approval and execution by the Authority with the opportunity to extend the contract for additional time (two 1-year extensions) as may be deemed necessary and when in the best interest of the Authority. The decision to extend the Contract shall be at the discretion of the Authority.

ARTICLE 15.00 - TERMINATION

This Agreement may be terminated by the Authority at its convenience, or due to the fault of the Consultant, by the Authority giving thirty (30) calendar days written notice to the Consultant.

15.01 TERMINATION FOR CAUSE AND/OR CONVENIENCE

The Authority, by written notice to the Consultant, may terminate this Agreement with or without cause, in whole or in part, when the Authority determines in its sole discretion that it is in the Authority's best interest to do so. In the event of termination, the Consultant will not incur any new obligations for the terminated portion of the Agreement after the Consultant has received notification of termination.

If the Agreement is terminated before performance is completed, the Consultant shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount that is the same percentage of the Agreement price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. In the event of termination for convenience, Consultant shall be entitled to payment for all services performed, work in progress, and reasonable demobilization and closeout costs.

All work in progress shall become the property of the Authority and shall be turned over promptly by the Consultant.

ARTICLE 16.00 – MODIFICATIONS AND AMENDMENTS

Modifications to covenants, terms, and provisions of this Agreement shall only be valid when issued in writing as a properly executed change order(s) or supplemental task authorization(s). In the event of any conflicts between the requirements, provisions, and/or terms of this Agreement and any written change order(s) and/or supplemental task authorizations, the latest executed change order(s) and/or supplemental task authorization(s) shall take precedence.

ARTICLE 17.00 – ACCEPTANCE

Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the hereinabove named parties in the space provided hereinafter and being attested and witnessed as indicated.

ARTICLE 18.00 - CONTRACT PROVISIONS

All contracts shall contain the following provisions as applicable.

18.01 EQUAL EMPLOYMENT OPPORTUNITY:

During the performance of this Contract, the Consultant agrees as follows:

- (1) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.
- (4) The Consultant will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Consultant's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Consultant's non-compliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended, in whole or in part, and the Consultant may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of labor or as otherwise provided by law.
- (8) The Consultant will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 4, 1965, so that such provisions will be binding upon each subconsultant or vendor. The Consultant will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a

subconsultant or vendor as a result of such direction, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

18.02 CONTRACT WORK HOURS & SAFETY STANDARDS (40 U.S.C. 3701-3708) (If applicable):

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each Contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that not laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

18.03 CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT:

Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

18.04 ENERGY POLICY AND CONSERVATION ACT:

Consultant must follow any mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

18.05 SUSPENSION AND DEBARMENT:

This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Consultant is required to verify that none of the Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction into which it enters.

This certification is a material representation of fact relied upon by Authority. If it is later determined that the Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Authority, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The Consultant agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

18.06 BYRD ANTI-LOBBYING AMENDMENT:

Consultants who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with nonfederal funds that takes

place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

18.07 MAINTENANCE OF RECORDS/ACCESS TO RECORDS

Consultant will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices, and materials provided and performed pursuant to the requirements of this Agreement. Said records and documentation will be retained by the Consultant for a minimum of five (5) years from the date of termination of this Agreement, or for such period is required by law.

Consultant shall provide, when requested, access by the Authority, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, the Chief Financial Officer of the State of Arkansas, the Auditor General of the State of Arkansas, the Arkansas Office of Program Policy Analysis and Government Accountability, or any of their duly authorized representatives to any books, documents, papers, and records of the Consultant which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

Consultant agrees to provide the Authority's authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

Consultant shall retain all records associated with this solicitation and any agreements that are created in response to the solicitation for a period of no less than five (5) years after final close-out of the Authority's CDBG-DR award.

The Authority and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect, and copy all such records and documentation, including in electronic format, as often as the Authority deems necessary during the period of this Agreement, and during the period as set forth in the paragraphs above; provided, however, such activities shall be conducted only during normal business hours of the Consultant and at the expense of the Authority. "At the expense of the Authority" includes all reasonable, direct costs of supporting such audit, including personnel time, data production, copying, secure access, third-party support, and out-of-pocket expenses, excluding general administrative overhead.

18.08 RECOVERED MATERIALS:

Consultant must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. [78 FR 78608, De. 26, 2013, as amended at 79 FR 75855, De. 19, 2014].

18.09 REMEDIES:

In the event the Consultant fails to satisfactorily perform or has failed to adhere to the terms and conditions under this Agreement, the Authority may, upon fifteen (15) calendar days, exercise any one of more of the following remedies, either concurrently or consecutively:

- Withhold or suspend payment of all or any part of a request for payment;
- Require that the Consultant refund to the Authority any monies used for ineligible purposes under the laws, rules, and regulations governing the use of these funds;
- Requesting additional information from the Consultant to determine the reasons for or the

- extent of non-compliance or lack of performance;
- Issuing a written warning to advise that more serious measures may be taken if the situation is not corrected;
- Advising the Consultant to suspend, discontinue, or refrain from incurring costs for any activities in question; or
- Requiring the Consultant to reimburse the Authority for the amount of reasonable costs incurred for any items determined to be ineligible.

18.10 HUD REIMBURSEMENT

Work completed under this Agreement may be reimbursed by HUD. The Vendor agrees to abide by and comply with all Federal terms, conditions, provisions, certifications, affidavits, or otherwise as applicable and stated within this solicitation package. Vendors are required to comply in accordance with Federal Grant Requirements, 2 CFR part 200, terms, conditions, and specifications.

18.11 FEDERAL FUNDING

When property or services are procured using funds derived from a Federal grant or Agreement whether direct to the Authority or “pass-through” from another entity, the Authority is required to and will follow the Federal procurement standards in the “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”, 2 C.F.R. Part 200, Sections 200.318 through 200.327.

Consultant, further referred to as Consultant within this section, shall work with the Authority under this Agreement to assure that it will comply with the following statutes and regulations to the extent applicable:

- (1) 2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Appendix II.
- (2) 24 CFR Part 570 – Community Development Block Grants as amended by the CDBG-DR Consolidated Waivers and applicable Alternative Requirements Notices.
- (3) The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities.

Contract Cost and Price: The Authority shall perform a cost or price analysis in connection with every procurement subject to Federal procurement guidelines, which shall include an independent estimate of cost prior to issuing bids or proposals. For proposals where price is not considered in the award, profit shall be negotiated as a separate element of the price. In determining whether profit is fair and reasonable, the Authority shall consider the complexity of work, the risk to be borne by the contractor, the contractor’s investment, the amount of subcontracting necessary, the quality of the contractor’s record and past performance, and industry profit rates for the surrounding geographical area. “Cost Plus Percentage” methods for determining profit may not be used.

18.12 DOMESTIC PREFERENCE FOR PROCUREMENT (2 CFR §200.322)

As appropriate and to the greatest extent consistent with law, state and non-state entities should, to the greatest extent practicable under its GRANT AGENCY award, provide a preference for the purchase of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. 2 CFR §200.322 also provides specific definitions for “Produced in the United States” and “manufactured products” that states should review.

Pursuing any of the above remedies will not keep the Authority from pursuing any other rights or remedies that may be otherwise available under law or inequity. If the Authority waives any right or remedy in this Agreement or fails to insist on strict performance by the Consultant, it will not affect, extend, or waive any other right or remedy of the Authority, or affect the later exercise of the same right or remedy by the Authority for any other default by the Consultant.

18.13 BUSINESS RELATIONSHIP DISCLOSURE REQUIREMENT (If applicable)

Arkansas law restricts certain business relationships involving public officers and employees, as well as their spouses and dependent children. Consultant shall disclose any such relationships, as applicable, in accordance with Arkansas law. Failure to disclose a required relationship may result in disqualification or other action as permitted by law.

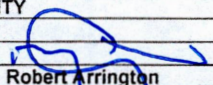
18.14 MONITORING AND REPORTING PROGRAM PERFORMANCE

The Authority is responsible for the oversight of the federal funding ensuring compliance with all requirements and meeting performance expectations. The Authority may request information from the Consultant to provide quarterly reports to the funder. The Authority reserves the right to request the Consultant disclose and certify and requested activities in accordance with reporting requirements noted within the Agreement. Any reporting obligations or requirements shall comply with 2 CFR 200.329 (Notice of the awarding agency requirements and regulations pertaining to reporting).

This Contract may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement, and, in making proof of this Contract, it shall not be necessary to produce or account for more than one such counterpart.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the day and year first written above.

BY:

ARKANSAS DEVELOPMENT FINANCE AUTHORITY	
Authorized Signature:	
Name:	Robert Arrington
Title:	President
Date:	April 27, 2026

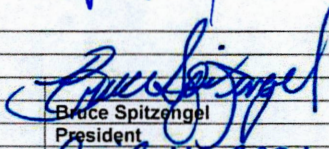
GRANTWORKS, INC.	
Authorized Signature:	
Name:	Bruce Spitzengel
Title:	President
Date:	April 16, 2026

EXHIBIT A

Scope of Professional Services

Arkansas Development Finance Authority
Administration and Implementation of the
Single-Family New Construction Program – CDBG-DR

Basic Services

Section 1 General Scope Statement

The Consultant shall provide and perform the following professional services, which shall constitute the general scope of the basic services under the covenants, terms, and provisions of this Professional Services Agreement.

Section 2 Tasks

Pursuant to the general scope of the basic services stated herein above, the Consultant shall perform all services and/or work necessary to complete the following task(s) and/or provide the following item(s) which are described and included in the Authority's RFP to secure services and as enumerated to correspond to the task(s) and/or items set forth in Compensation and Method of Payment.

ADFA, in its capacity as the state grantee for HUD's CDBG-DR 2025 funds, seeks a qualified entity to manage and implement the Single-Family New Construction Program as authorized under the Disaster Relief Supplemental Appropriations Act (2025).

The Single-Family New Construction (SFNC) Program is designed to provide affordable, resilient housing for low- and moderate-income households whose homes were destroyed or severely damaged by the 2023 and 2024 disaster events (DR-4698 and DR-4788).

The total CDBG-DR 2025 allocation to Arkansas is \$59,048,000, of which \$20 million is dedicated to Single-Family New Construction in Benton, Cross, and Pulaski Counties (excluding the City of Little Rock). ADFA will serve as the lead agency for this program distributing funding directly to developers through a competitive process. The Consultant shall:

A. Program Design, Administration and Management

- Develop and implement written program policies, procedures, and operating manuals consistent with HUD's CDBG-DR and ADFA requirements.
- Coordinate program design and delivery for ADFA's CDBG-DR 2025 activities, including application development, intake, eligibility reviews, and environmental reviews under 24 CFR Part 58. Responsibilities include designing the program application process, managing the solicitation and selection of developers, overseeing application processing, and supporting ADFA in awarding and contracting with selected developers to ensure full compliance with federal and state requirements.
- Maintain data tracking in ADFA's online CDBG-DR Programs Portal.

B. Construction Oversight and Quality Control

- Provide comprehensive oversight and management of the Single-Family New Construction Program. This includes administering and monitoring the procurement and performance of selected developers; ensuring developers procure and manage

their subcontractors in accordance with federal, state, and local procurement requirements; and overseeing all aspects of site preparation, construction activities, inspections, and compliance with local building codes, HUD resiliency standards, and all required mitigation measures.

- Ensure designs incorporate floodplain management, energy efficiency, and resilient construction techniques.

C. Financial Oversight

- Assist and support the State in monitoring and managing disbursements, draw requests, and documentation consistent with 2 CFR Part 200 (Uniform Guidance).
- Maintain records and financial controls to ensure compliance with federal audit standards.

D. Compliance and Monitoring

- Conduct internal monitoring of subrecipients, contractors, and beneficiaries to ensure full compliance with CDBG-DR 2025 program requirements.
- Ensure adherence to:
 - **National Objectives** (benefit to low- and moderate-income households).
 - **Section 3** (24 CFR Part 75).
 - **Davis-Bacon Act** (if applicable).
 - **Fair Housing and Equal Opportunity** requirements.
 - Cross-cutting federal requirements such as procurement standards, financial management, duplication of benefits, Uniform Administrative Requirements (2 CFR Part 200), Uniform Relocation Act (URA), environmental compliance, and other HUD-mandated protections.
 - Ensure all projects meet applicable state and local building codes, zoning ordinances, construction standards, and HUD-required resilience and mitigation standards for CDBG-DR 2025.

E. Reporting and Technical Assistance

- Provide quarterly progress reports and performance metrics to ADFA.
- Offer technical assistance to local partners on eligibility, construction, and compliance.
- Document and report all compliance activities, findings, and corrective actions to ADFA.

F. Grant Closeout

The Consultant will assist ADFA with all HUD-required closeout tasks for the grant, including:

- Verifying completion of all eligible activities and confirmation that each met a National Objective.
- Confirming all grant funds are fully expended or identifying balances to be returned to HUD.
- Completing and submitting required closeout reports and documentation.
- Ensuring all grant conditions, performance requirements, and special

conditions are satisfied.

- Assisting with resolution of all audit findings, monitoring findings, and compliance issues.
- Supporting ADFA to ensure developers and subrecipients retain all records for five (5) years after HUD officially closes the State's CDBG-DR grant.

All program materials, policies, manuals, and data systems produced under this engagement shall become the sole property of ADFA.

EXHIBIT B

Compensation and Method of Payment

Arkansas Development Finance Authority
Administration and Implementation of the
Single-Family New Construction Program – CDBG-DR

Section 1 Basic Services/Task(s)

The Authority shall compensate the Consultant for providing and performing the task(s) set forth and enumerated in the Scope of Professional Services, as follows:

NOTE: A lump sum (LS) amount of compensation to be paid to the Consultant is set forth below for each task or sub-task described and authorized in the Scope of Professional Services. Tasks to be paid on a monthly basis should be identified

Milestone	Milestone Title	Lump Sum Amount of Compensation	Number of Months	Payment Amount Per Month
A	Program Design, Administration and Management	\$ 797,954.60	24	\$33,248.11
B	Construction Oversight and Quality Control	\$ 257,040.00	24	\$10,710.00
C	Financial Oversight	\$ 94,226.40	24	\$3,926.10
D	Compliance and Monitoring	\$ 31,629.60	24	\$1,317.90
E	Reporting and Technical Assistance	\$ 33,706.40	24	\$1,404.43
F	Grant Closeout (Earlier of last 6 months of Program or Months 18-24)	\$ 60,168.00	6	\$10,028.00
Total		\$ 1,274,725.00		
Other Direct Costs:				
Reimbursable Travel		Not to Exceed \$ 49,200		

EXHIBIT C

Consultant's Associated Sub-Consultant(s) and Subcontractor(s)

Arkansas Development Finance Authority
Administration and Implementation of the
Single-Family New Construction Program – CDBG-DR

Consultant has identified the following sub-consultant(s) and/or subcontractor(s) which may be engaged to assist the Consultant in providing and performing services and work on this project:

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm
Construction Management Support and Inspections	Choice Solutions Services, Inc. P.O. Box 831990 Richardson, TX 75083-1990

EXHIBIT D

Project Guidelines and Criteria

Arkansas Development Finance Authority
Administration and Implementation of the
Single-Family New Construction Program – CDBG-DR

The Authority has established the following guidelines, criteria, goals, objectives, constraints, schedule, budget and/or requirements which shall serve as a guide to the Consultant in performing the professional services and work to be provided pursuant to this Agreement:

In addition, pursuant to Section III B.7.2 of the HUD Universal Notice, ADFA is required to include performance requirements for this requirement. Due to the nature of this contract, ADFA has provided performance requirements for the program design phase outlined in Exhibit A. Once a final program design is determined, ADFA will amend the contract to incorporate performance requirements related to program implementation. All requirements may be amended in writing if agreed to by consultant and ADFA.

Program Design Performance Requirements:

- **Outreach to the MID Areas:** Within one month of contract execution, provide confirmed meeting schedule for outreach to the MID area.
- **Program Design Finalization:** Within one month of outreach completed, provide program design recommendations to ADFA.
- **Draft Policies and Procedures:** Within three months of program design finalization, provide draft policies and procedures for ADFA feedback.
- **Finalize Policies and Procedures for HUD Submittal:** Provide ADFA final policies and procedures for submittal to HUD one month from when feedback is received from ADFA.
- **Develop NOFA:** Within three months of finalized policies and procedures, develop and submit NOFA package to ADFA.
- **NOFA Applications Review Process:** Within one month of the NOFA delivery to ADFA, deliver a proposed application review plan for ADFA's approval.
- **Application Review:** All application reviews must be completed within one month of the NOFA closing or application received based on NOFA requirements.

EXHIBIT E

Insurance and Bonding Requirements

All policies shall be Best's Rated "A-" or better or subject to approval

Insurance / Bond Type	Required Limits
<input checked="" type="checkbox"/> Worker's Compensation	Statutory Limits of Arkansas Statutes and all Federal Government Statutory Limits and Requirements. <input checked="" type="checkbox"/> The policy shall be endorsed to provide a waiver of subrogation in favor of the Authority.
<input checked="" type="checkbox"/> Employer's Liability	\$1,000,000 single limit per occurrence (Workers' Compensation Part B)
<input checked="" type="checkbox"/> Commercial General Liability (Occurrence Form) patterned after the current ISO form	Bodily Injury and Property Damage <input checked="" type="checkbox"/> \$1,000,000 per occurrence, \$1,000,000 aggregate (Per Project) for Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability.
<input checked="" type="checkbox"/> Indemnification	To the fullest extent permitted by Arkansas law, the Contractor/Vendor/Consultant shall be liable and agrees to be liable for and shall indemnify and hold harmless the Authority, its officers and employees from any and all third party liabilities, damages, losses and costs, to person or property arising out of or caused by any negligent or willful act, omission, error or default by the Contractor/Vendor/Consultant, its subcontractors, materialmen, or agents of any tier or their employees arising out of this Agreement or its performance. This indemnification obligation shall not be construed to negate, abridge, or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. This section does not pertain to any incident arising from the negligence or willful misconduct of the Authority. If there is a claim of, or liability for, a joint negligent act, error, or omission of the Contractor/Vendor/Consultant and the Authority, the indemnification and hold harmless obligation of this provision shall be apportioned on a comparative fault basis.
<input checked="" type="checkbox"/> Automobile Liability	<input checked="" type="checkbox"/> \$ 1,000,000 Each Occurrence; Bodily Injury & Property Damage Owned/Non-owned/Hired; Automobile Included
<input checked="" type="checkbox"/> Other insurance as noted:	<input checked="" type="checkbox"/> Professional Liability \$ 1,000,000 per claim and in the aggregate

The Authority must be named as **"ADDITIONAL INSURED, INCLUDING PRODUCTS AND COMPLETED OPERATIONS"** on the Insurance Certificate for Commercial General Liability.

The Certificate Holder shall be named as the Authority. The Certificates of Insurance must state the Contract Number, or Project Number, or specific Project description.

Thirty (30) Days Cancellation Notice (Except for Non-Payment of Premium which is ten (10) days) Provided by the Insurance Carrier and/or the Vendor. Policy shall be endorsed for Thirty (30) Days' Notice of Cancellation by the Insurance Carrier and a copy of the endorsement provided to the Authority.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/17/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Van Dyke Rankin & Company, Inc. 211 S Austin St Brenham TX 77833	CONTACT NAME: Grace Gillson, CISR PHONE (A/C, No, Ext): 979-836-5636 E-MAIL ADDRESS: grace@vandykerankin.com		FAX (A/C, No): 979-836-5059
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED GrantWorks, Inc. Cecelia Johnson 2201 Northland Drive Austin TX 78756 GRANINC-01	INSURER A : ACE Fire Underwriters Insurance Co.		20702
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER: 1600114256

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
A	Errors & Omissions	Y		G28235768 009	7/30/2025	7/30/2026	Each Claim \$5,000,000. Aggregate \$5,000,000. Retention \$25,000.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

For any and all work performed on behalf of the Authority.
 Arkansas Development Finance Authority is shown as Additional Insured under the Professional Policy per form PF-19806 as required per written contract

CERTIFICATE HOLDER**CANCELLATION**

Arkansas Development Finance Authority
 1 Commerce Way, Suite 602
 Little Rock AR 72202

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

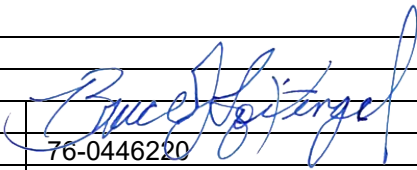
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EXHIBIT F

**Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion**

Vendor Covered Transactions

- (1) The prospective vendor certifies, by submission of this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the vendor is unable to certify the above statement, the prospective vendor shall attach an explanation to this form.

GRANTWORKS, INC.	
Authorized Signature:	
Unique Entity ID#	76-0446220
Name:	Bruce J. Spitzengel
Title:	President
Date:	April 16, 2026

For Authority use only

To access the debarment search: <https://www.sam.gov/SAM/> > Search Records tab > Enter DUNS number > Click Search

Company: is debarred is not debarred

Verified by: Blake Bumgardner
Name

Date: April 27, 2026

EXHIBIT G

Drug-Free Workplace Certification

The undersigned will provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensations, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of the prohibition;
2. Establishing a drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in a workplace;
 - b. The person's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug violation;
3. Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy of the statement required by item 1;
4. Notifying the employee in the statement required by item 1 that, as a condition of employment of this Agreement, the employee will:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after the conviction;
5. Notifying the Authority within ten days after receiving notice under item 4b from an employee or otherwise receiving actual notice of the conviction;
6. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance, or rehabilitation program by, any employee convicted as required in Section 44-107-50; and
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of items 1,2,3,4,5, and 6.

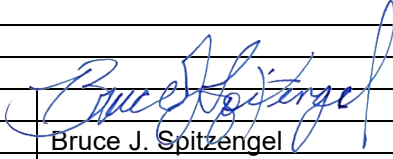
GRANTWORKS, INC.	
Authorized Signature:	
Name:	Bruce J. Spitzengel
Title:	President
Date:	April 16, 2026

EXHIBIT H

Required CDBG-DR Contract Provisions

All contracts and resulting subcontracts issued by the Consultant that are funded in whole or in part by the U.S. Department of Housing and Urban Development (HUD) under Title 1 of the Housing and Community Development Act of 1974 (PL 93-383) as amended shall contain the following provisions as applicable.

2 CFR 200.327 Contract provisions. The non-Federal entity’s contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity’s contracts must contain the provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards, as applicable. ***Language as of February 26, 2026.**

THRESHOLD	PROVISION	CITATION
<p>>\$250,000 (Simplified Acquisition Threshold)</p>	<p>Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.</p>	<p>2 CFR 200 APPENDIX II (A)</p>
<p>>\$10,000</p>	<p>All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.</p>	<p>2 CFR 200 APPENDIX II (B)</p>
<p>None</p>	<p>Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”</p> <p>41 CFR 60-1.4 Equal opportunity clauses.</p> <p>(b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</p> <p>The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or</p>	<p>2 CFR 200 APPENDIX II C and 41 CFR §60- 1.4(b)</p>

guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

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

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

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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

The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan,

	insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.	
>\$2,000	Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144 , and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5 , “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3 , “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.	2 CFR 200 APPENDIX II (D)
>\$100,000	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704 , as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.	2 CFR 200 APPENDIX II (E)
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or	2 CFR 200 APPENDIX II (F)

	performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401 , “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.	
>\$150,000	Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	2 CFR 200 APPENDIX II (G)
>\$25,000	Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
>\$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352 . Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303
None	See 2 CFR §200.323.	2 CFR 200 APPENDIX II (J)
None	See 2 CFR §200.216.	2 CFR 200 APPENDIX II (K)
None	See 2 CFR §200.322.	2 CFR 200 APPENDIX II (L)
>\$10,000	A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements	2 CFR 200.323

	<p>of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.</p>	
<p>>\$100,000</p>	<p><i>§135.38 Section 3 clause</i></p> <p><i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i></p> <p>A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.</p> <p>B. The parties to this contract agree to comply with HUD’s regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.</p> <p>C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers’ representative of the contractor’s commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.</p> <p>D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.</p> <p>E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is</p>	

	<p>executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.</p> <p>F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.</p> <p>G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).</p>	
None	<p>Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to:</p> <p>Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:</p> <ul style="list-style-type: none"> (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). <ul style="list-style-type: none"> (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. 	2 CFR 200.216

	<p>(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.</p> <p>(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.</p> <p>(c) See Public Law 115-232, section 889 for additional information.</p> <p>(d) See also § 200.471.</p>	
None	<p>As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:</p> <p>(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.</p> <p>(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.</p>	<p>2 CFR 200.322(a)(b) (1) (2)</p>
None	<p>The Federal awarding agency has established conflict of interest policies for Federal awards in its 2019 multifamily policies pursuant to Federal regulations. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy. It is furthermore required that Consultant have and provide to the Authority a conflict of interest policy applicable to the funding in this contract.</p>	<p>2 CFR 200.112</p>
None	<p>The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper</p>	<p>2 CFR 200.336</p>

	<p>copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.</p>	
None	<p>Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms.</p> <p>(a) The Non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p>(b) Affirmative steps must include:</p> <p>(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;</p> <p>(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;</p> <p>(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;</p> <p>(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;</p> <p>(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and</p> <p>(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.</p>	2 CFR 200.321
None	<p>Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:</p> <p>(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.</p>	2 CFR 200.334

	<p>(b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.</p> <p>(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.</p> <p>(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.</p> <p>(e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.</p> <p>(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).</p> <p>(1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.</p> <p>(2) <i>If not submitted for negotiation.</i> If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.</p>	
None	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201
None	The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.	Section 504 of the Rehabilitation Act of 1973, as amended.