

City of Minden, Iowa

# REQUEST FOR PROPOSALS Housing Developer

RFP Publication Date: 26 September 2024

RFP Submission Deadline Date: 14 October 2024

**Issued by:**

Teresa Tenner, City Clerk

(712) 483-2991

[ttenner@walnutel.net](mailto:ttenner@walnutel.net)

## RFP for Housing Developer

The City of Minden, Iowa, is requesting proposals for housing developers in order to submit an application for the 2019 Community Development Block Grant Disaster Recovery - Housing (CDBG-DR) program through the Iowa Economic Development Authority (IEDA), as awarded to the State by the U.S. Department of Housing and Urban Development (HUD).

The City intends to apply for CDBG-DR funds to construct up to seven (7) new for-sale single-family homes for low to moderate income homeowners. The selected developer will work with the City to submit an application for funds and, if awarded, construct new housing units in compliance with IEDA's program rules and federal regulations. There is approximately \$8,140,000 available in the third funding round for Harrison, Pottawattamie, Mills, and Fremont counties.

### CDBG-DR For-Sale Housing Program Background

IEDA is offering \$125,000 per unit to offset the general cost of housing construction. An additional \$25,000 per unit is available to offset the incorporation of specified mitigation incentive elements into the housing units. Up to \$70,000 per unit is available for the construction of public infrastructure in support of the housing units. IEDA will also provide up to \$35,000 of the required downpayment for prospective buyers. All funds will be reimbursed with supporting documentation of actual, incurred costs during the period of performance.

**All units must be sold for no more than \$175,000 and to persons whose annual income does not exceed 80% of the county's area median income for the current year.** All units will be subject to a 5-year affordability period during which the developer will record a monthly receding lien for the difference between the homes' appraised value and sales price if equal to or less than the amount of federal investment—otherwise, the amount of federal investment will be set as the receding amount. All units will be marketed to persons impacted by the 2019 Floods in Iowa, Nebraska, or Missouri for 4 months prior to being available to the general public.

See the [program guidelines](#) for more detailed information.

### CDBG-DR Program Regulatory Requirements

The following list includes key program regulatory requirements for developers to consider before submitting a proposal:

#### Site Location

- All projects must undergo an environmental review in accordance with the National Environmental Protection Act (NEPA) and the National Historic Preservation Act. This environmental review will be completed by the grant administration team in accordance with IEDA guidelines.
- **The City of Minden owns the property at 506 4<sup>th</sup> St. and is working to acquire properties at 500 4<sup>th</sup> St., 505 Depot St. and 517 Main St.** This is the intended site for development for the purposes of this RFQ; however, the final project is subject to change pending environmental review or complications in negotiating site acquisition.
- Site ownership, for the purposes of the grant application, will be demonstrated through the City's ownership and options to purchase one or more of these properties based upon successful award of the project by IEDA and subsequent release of funds upon completion of the environmental review.

#### Construction Standards

- All units must be built according in accordance with the State building code.
- Housing units must be no smaller than 1,000 square feet for a two-bedroom unit, and must be constructed with a basement and a garage. All units must meet HUD requirements for preventing overcrowding.

- All housing units will be single-family, for-sale units; however, the development plan may include detached units, attached units [i.e. duplexes, triplexes], or a combination.
- All housing units must be connected to utilities at time of completion. This includes water, sewer, streets, and broadband.
- The developer must construct all units according to the baseline [National Green Building Standard](#) Silver level plus optional elements selected with application.

#### Worker Standards

- Projects receiving greater than \$200,000 in HUD assistance must comply with Section 3, which requires the tracking of labor hours for all workers on the project and hiring of workers who are currently low to moderate income or were low to moderate income since December 1, 2020.
- Housing projects incorporating eight (8) or more units must comply with Davis-Bacon prevailing wage labor standards.
- All infrastructure in support of housing must comply with Davis-Bacon prevailing wage labor standards if receiving greater than \$2,000 in federal assistance.
- Contractors working on the project will be required to have a bid guarantee equivalent to 5% of the bid price, a performance bond for 100% of the contract price, and a payment bond for 100% of the contract price.
- All contractors and subcontractors must have an active registration with [Iowa Workforce Development](#)
- The developer is required to maintain an active Unique Entity Identifier (UEI) through [SAM.gov](#).
- No developer, contractor, or subcontractor may be debarred from federal projects.

#### Development Team

- Developers incorporating infrastructure in support of housing must have a civil engineer on the team. This engineer cannot be from the same engineering firm as utilized by the City.
- All developers will participate in a Historic Preservation Consultation with IEDA prior to the City submitting the application.
- Itemized breakdown of estimated costs will be submitted with the application.
- Documentation of funding for the non-CDBG-DR funded part of the project will be submitted with the application.
- No member of the development team may be an employee, officer, or agent of the City; an immediate family member of an employee, officer, or agent of the City; partner of an employee, officer, or agent of the City; an employee, officer, or agent of an organization which employs or is about to employ any of the parties indicated herein.

#### Project Timeline

- RFP Published: 26 September 2024
- RFP Submission Deadline: 14 October 2024
- Select Developer: 14 October 2024
- Submit Grant Application: 30 November 2024
- Notice of Award: 1 month after submission.
- Submit Environmental Review: 1 month after award.
- Release of Funds: 2 months after award.
- Finalize Development Agreement: AFTER release of funds.
- Construction Allowed: Upon executed development agreement.

## RFP Submission

Proposals to the City should include the application form on Page 12 and the following information:

- Development plan and proposal
- Information on the development team members
- Portfolio of work by the development team, particularly with federal and green building projects
- Documentation of other funding sources for the project
- UEI number and SAM registration

### Deadline

Proposals must be submitted via email or hard copy no later than 12:00 PM on October 10, 2024. Proposals should be submitted to the contact below.

### Contact

Questions regarding this request for proposals should be directed to:

Teresa Tenner, City Clerk  
207 Main St.  
Minden, IA 51553  
(712) 483-2991  
[ttenner@walnutel.net](mailto:ttenner@walnutel.net)

## Evaluation Criteria

Submitted proposals will be reviewed based on the following criteria:

Development Team Experience	40 Points
Development Plans and Readiness to Proceed	40 Points
Resilience and Sustainability Design Elements	10 Points
Project Budget and Funding Sources	10 Points
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TOTAL	100 Points

## CDBG-DR Required Federal Provisions

*Updated August 1, 2023*

### All Contracts:

Funding, in whole or in part, for this Project is funded through Community Development Block Grant-Disaster Recovery program (CDBG-DR) as awarded to the State of Iowa by the U.S. Department of Housing and Urban Development (HUD). All provisions of the Federal Code of Regulations, Title 24 (24 CFR), Administrative Requirements for Grants and Cooperative Agreements to State, Local, and Federally Recognized Indian Tribal Governments applies to this Project.

Federal Law requires that contracts relating to this Project include certain provisions of 24 CFR Part 85.36(h, i) Administrative Requirements for Grants and Cooperative Agreements to State, Local, and Federally Recognized Indian Tribal Governments. Depending on the type of work or services provided and the dollar value of the Project, some of the provisions set forth in CFR 24 may not apply to the Contractor or to the work or services provided hereunder; however, the provisions are nonetheless set forth to cause this Project to comply with Federal law.

This Project will be in strict compliance with program requirements of the Awarding Agency and of 24 CFR Part 85.36 (i & h). The Contractor certifies:

1. **To Be Detailed in Contract Terms:** Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as may be appropriate (Contracts more than the simplified acquisition threshold).
2. **To Be Detailed in Contract Terms:** Termination clause for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000). This should include under what conditions the clause by be imposed, the form the termination must take (e.g. certified letter), the timeframe required between the notice of termination and its effective date, and the method used to compute the final payment(s) to the contractor.
3. **All Construction Contracts in Excess of \$10,000:** Compliance with EO 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented by U.S. Department of Labor regulations (41 CFR Chapter 60).
4. **All Contracts and Subcontracts for Construction or Repair:** Compliance with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented by U.S. Department of Labor regulations (29 CFR Part 3).
5. **All Construction Contracts in Excess of \$2,000 When Required by Federal Grant Program Legislation:** Compliance with the Davis Bacon Act (40 U.S.C 276a to 276a-7) as supplemented by U.S. Department of Labor regulations (29 CFR Part 3).
6. **All Construction Contracts in Excess of \$2,000, and All Contracts in Excess of \$2,500 for Other Contracts Which Involve the Employment of Mechanics or Laborers:** Compliance with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by U.S. Department of Labor regulations (29 CFR Part 5). Housing rehabilitation and new housing construction contracts of less than 8 units are excluded from this requirement.
7. Notice of awarding agency requirements and regulations pertaining to reporting.
8. Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
9. Awarding agency requirements and regulations pertaining to copyrights and rights in data.
10. Access by the grantee (State of Iowa), the subgrantee, the Federal grantor agency, the Comptroller General of the United States, the State Auditor, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purposes of making an audit, examination, excerpts, and transcriptions.
11. Retention of all records for 3 years after the State of Iowa has closed the CDBG-DR grant funding this Project with the U.S. Department of Housing and Urban Development.
12. **All Contracts, Subcontracts, and Subgrants in Excess of \$100,000:** Compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and U.S. Environmental Protection Agency regulations (40 CFR Part 15). During the period of performance of this Contract, the Contractor agrees:
  1. The Contractor will certify that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the Excluded Party Listing System pursuant to 40 CFR 32.
  2. The Contractor agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 U.S.C 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318), relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

3. The Contractor agrees that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that a facility utilized or to be utilized for the Contract is under consideration to be listed on the Excluded Party Listing System.
  4. The Contractor agrees that it will include or cause to be included the criteria and requirements in Paragraph (1) through (4) of this section in every nonexempt subcontract and require every subcontractor to take such action as the Government may direct as a means of enforcing such provisions.
13. 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 Conversation Act (Pub. L. 94-163, 89 Stat. 871)

#### Bonding Requirements:

For construction, facility improvements, and new housing contracts or subcontracts exceeding the simplified acquisition threshold (\$100,000), the awarding agency may accept the bonding policy and requirements of the grantee (State of Iowa) or the subgrantee provided that the awarding agency has made a determination that the awarding agency's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

1. A bid guarantee from each bidder equivalent to five percent (5%) of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
2. All Contracts Over \$25,000: A performance bond on the part of the contractor for 100 percent (100%) of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such a contract.
3. All Contracts Over \$25,000: A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.

#### Certifications

The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, and orders when providing Deliverables under this Contract, including without limitation, all laws that pertain to the prevention of discrimination in employment and in the provision of services. Failure to comply with this provision may cause this Contract to be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for future contracts or be subject to other sanctions as provided by law or rule. The Contractor, its employees, agents, and subcontractors shall also comply with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work performed under this Contract. If all or a portion of the funding used to pay for Deliverables is being provided through a grant from the Federal Government, the Contractor acknowledges and agrees that pursuant to applicable federal laws, regulations, circulars, and bulletins, the awarding agency of the Federal Government reserves certain rights including, without limitation on royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes, the Deliverables developed under this Contract and the copyright in and to such Deliverables.

The Contractor expressly acknowledges that the contracted Deliverables are subject to legislative change by either the federal or state government. Should either legislative body enact measures which alter the project, the Contractor shall not hold the grantee or subgrantee liable in any manner for the resulting changes. The grantee

or subgrantee shall use best efforts to provide thirty (30) days' written notice to the Contractor of any legislative change. During the thirty (30)-day period, the parties shall meet and make a good faith effort to agree upon changes to the Contract to address legislative change. Nothing in this Subsection shall affect or impair the grantee or subgrantee's right to terminate the Contract pursuant to termination provisions.

The Contractor certifies and assurances compliance with the applicable orders, laws and implementing regulations, including but not limited to, the following, as modified by the Program Rules, all as may hereafter be modified or amended:

1. Financial Management Guidelines issued by the U.S. Office of Management and Budget, OMB Circular A-133 ("Single Audit Act Amendment of 1996", OMB Circular A-22 ("Cost Principles for Nonprofit Organizations"), OMB Circular A-87 ("Principles for Determining Costs Applicable Grants and Contracts with State, Local, and Federally Recognized Indian Tribal Governments").
2. Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C 5301 et seq.) and regulations which implement these laws, as modified by waivers and alternative requirements published in the Federal Register applicable to CDBG-DR funding
3. Title VI of the Civil Rights Act of 1964 as amended (Public Law 88-32, 42 U.S.C. 3601 et seq.); Title VIII of the Civil Rights Act of 1968 as amended (Public Law 90-284; 42 U.S.C 3601 et seq.); the Iowa Civil Rights Act of 1965; Iowa Code Section 19B.7 and Executive Order #34 dated July 22, 1988; Iowa Code Chapter 216, Presidential Executive Order 12259; Presidential Executive Order 11246, as amended (contracts in excess of \$10,000); Section 504 of the Rehabilitation Act of 1975, as amended (29 U.S.C 794); the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.); the Americans with Disabilities Act, as applicable, (P.L. 101-336, 42 U.S.C. 12101-12213); and related Civil Rights and Equal Opportunity statutes; and regulations which implement these laws.
4. Fair Housing Act, P.L. 90-284. The Fair Housing Act is part of Title VIII of the Civil Rights Act of 1968 as amended (42 U.S.C 3601 et seq.), Section 109 of the Title 1 of the Housing and Community Development Act of 1974, as amended; Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u); and regulations which implement these laws.
5. US. Department of Housing and Urban Development Act regulations governing the CDBG program, 24 CFR Part 570.
6. Section 102 of the Department of Housing and Urban Development Reform Act of 1989 (P.L. 101-235), and implementing regulations.
7. Requirements for the Notification, Evaluation, and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Property and Housing Receiving Federal Assistance, Final Rule (24 CFR Part 35, et. al)
8. Davis Bacon Act, as amended (40 U.S.C. 276a-276a-5), where applicable under Section 110 of the Housing and Community Development Act of 1974, as amended; Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.); the Copeland Anti-Kickback Act (18 U.S.C 874); the Department of Defense Reauthorization Act of 1986; and regulations which implement these laws.
9. The National Environmental Protection Act of 1969 and implementing regulations.
10. The Uniform Relocation Assistance Real Property Acquisition Policies Act of 1970 (URA), as amended (42 USC 4601-4655) and implementing regulations; Section 104(d) of the Housing and Community Development Act of 1974, as amended, governing the residential anti-displacement and relocation assistance plan; and Section 105(a)(11) of the Housing and Community Development Act of 1974, as amended, governing optional relocation assistance, each modified and/or waived by the Program Rules.

11. The Iowa CDBG-DR Policies and Procedures Manual; applicable CDBG-DR program guidelines; 261 Iowa Administrative Code, Chapter 23, to the extent applicable to the Program and not in conflict with the Program Rules.
12. Financial and Program Management guidelines issued by the Iowa Economic Development Authority; the CDBG-DR Policies and Procedures Manual; and the IEDA Audit Guide.
13. Government-wide restriction on Lobbying Certification (Section 319 of P.L. 101-121), and implementing regulations.
14. Fair Labor Standards Act and implementing regulations.
15. Hatch Act (regarding political partisan activities and federally-funded activities) and implementing regulations.
16. Citizen participation, hearing, and access to information requirements under Section 104(a)(2) and 104(a)(3) of Title I of the Housing and Community Development Act of 1974, as modified by the Program Rules.
17. Subsection 104(l) of Title I of the Housing and Community Development Act of 1974, as amended, regarding the prohibition of the use of excessive force in nonviolent civil rights demonstrations and the enforcement of state and local laws on barring entrance to or exit from facilities subject to such demonstrations.
18. Drug-Free Workplace Act
19. All Federal Laws and regulations described in 24 CFR Subpart K, except for 24 CFR 570.604 and 24 CFR Part 52.
20. Iowa Code Chapter 8A.315-317 and Iowa Administrative Code Chapter 11-117.6(5)- Recycled Product Content. When appropriate, specifications under this Contract shall include requirements for the uses of recovered materials and products. The specifications shall not restrict the use of alternative materials, exclude recovered materials, or require performance standards that exclude products containing recovered materials unless the Contractor seeking the product can document that the use of recovered materials will impede the intended use of the product.

#### Compliance with Environmental and Historic Preservation Requirements:

Notwithstanding any provision of this Contract, the parties hereto agree and acknowledge that this Contract does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may only occur upon satisfactory completion of environmental review and receipt by the Contractor of Release of Funds from the State of Iowa under 24 CFR Part 58 or 24 CFR Part 50. The parties further agree that the provision of funds to the project is conditioned on the State of Iowa's determination to proceed with, modify, or cancel the project based on the results of a subsequent environmental review. It is further understood that the environmental clearance must be obtained prior to any commitment of funds or the undertaking of any physical or choice-limiting actions, including property acquisition, demolition, movement, rehabilitation, conversion, repair, or construction. This requirement applies to the Contractor, as well as to any subcontractor or contractor. Any violation of this requirement may result in the denial of funds under this Contract. The Contractor shall comply with the Programmatic Agreement between the Iowa Economic Development Authority and the State Historic Preservation Officer, as applicable to any activities included in this Contract.

#### Civil Rights

1. **Nondiscrimination in Employment.** The Contractor shall not discriminate against any qualified employee or applicant for employment because of race, creed, color, religion, sex, national origin, age, disability (physical or mental), political affiliation, sexual orientation, gender identity, or citizenship. The Contractor may take affirmative action to ensure applicants are employed and that employees are treated without

regard to their race, creed, color, religion, sex, national origin, age, disability (physical or mental), political affiliation, sexual orientation, gender identity, or citizenship. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfers; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including an apprenticeship. The Contractor agrees to post notices setting forth the provision of the nondiscrimination clause in conspicuous places so as to be available to employees.

2. **Consideration for Employment.** The Contractor shall, in all solicitations or advertisements for employees based by or on behalf of the Contractor, state that all applicants will receive consideration for employment without regard to race, creed, color, religion, sex, national origin, age, disability (physical or mental), political affiliation, sexual orientation, gender identity, or citizenship. Solicitation and Advertisement- the Contractor shall list all suitable openings with the local IowaWorks office.
3. **Civil Rights in Employment.** The Contractor shall comply with all relevant provisions of the Civil Rights Act of 1965 as amended, Iowa Code Section 19B.7, Federal Executive Order 11246 as amended (contracts in excess of \$10,000); Title VI of the U.S. Civil Rights Act of 1964 as amended (42 U.S.C. Section 2000d et seq.), the Fair Labor Standards Act (29 U.S.C Section 201 et seq); the Americans with Disabilities Act, as applicable (P.L. 101-336, 42 U.S.C. 12101-12213), Section 504 of the Rehabilitation Act of 1975, as amended (29 U.S.C. 794), and the Age Discrimination Act of 1975 as amended (42 U.S.C. Section 6101 et seq.). The Contractor will furnish all information and reports requested by the State of Iowa or required by or pursuant to the rules and regulations thereof and will permit access to payroll and employment records by the State of Iowa to investigate compliance with these rules and regulations.
4. **Certification Regarding Government-Wide Restriction on Lobbying.** The Contractor certifies, to the best of his or her knowledge and belief, that:
  - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Federal Lobbying", in accordance with its instruction.
  - c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and ontracts under grants, loans, and cooperative agreements), and that all sub-Contractors shall certify and disclose accordingly.
  - d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

5. **Program Nondiscrimination.** The Contractor shall conform with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), HUD regulations issued pursuant thereto contained in 24 CFR Part 1, and the Iowa Civil Rights Act of 1965 as amended. No person in the United States shall on the basis of race, creed, color, religion, sex, national origin, age, disability (physical or mental), political affiliation, sexual orientation, gender identity, or citizenship be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or Work funded in whole or in part with funds made available through this Contract. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified individual with a disability as provided in the Americans with Disabilities Act, as applicable (P.L. 101-336 42 U.S.C. 1201-12213), or Section 504 of the Rehabilitation Act of 1975 (29 U.S.C. Section 794) shall also apply to such program or Work.
6. **Fair Housing.** The Contractor shall comply with Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), generally known as the Fair Housing Act, and with HUD regulations found at 24 CFR Part 107, issued in compliance with Federal Executive Order 11063, as amended by Federal Executive Order 12259. The Contractor shall also comply with Section 109, Title I, of the Housing and Community Development Act of 1974, as amended.
7. **Section 3.** The Contractor shall comply with the provisions for training, employment, and contracting in accordance with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75.
8. **Noncompliance with Civil Rights Laws.** In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any aforesaid rules, regulations, or requests, this Contract may be cancelled, terminated, or suspended, either wholly or in part. In addition, the State of Iowa may take further action, imposing other sanctions and invoking additional remedies as provided by the Iowa Civil Rights Act of 1965 (Chapter 216, Code of Iowa) or as otherwise provide by law.
9. **Inclusion in Subcontracts.** The Contractor will include the provisions of the preceding paragraphs 1-8 (Civil Rights) in every subcontract unless exempt by the State of Iowa, and said provisions will be binding on each subcontractor. The Contractor will take such action with respect to any subcontract as the State of Iowa may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event the Contractor becomes involved in or is threatened by litigation with a subcontractor or vendor as a result of such direction by the State of Iowa, the Contractor may request the State of Iowa enter into such litigation to protect the interests of the State of Iowa.

#### Flood Insurance Requirements

The following requirements shall apply to this Contract:

1. No funds under this Contract may be used for repair, replacement, or restoration for damage to any personal, residential, or commercial property if that person at any times has received federal flood disaster assistance that was conditional on the person having first obtained flood insurance under applicable federal law and the person has subsequently failed to obtain and maintain flood insurance as required under applicable federal law on such property.
2. In the event of a transfer of any property assisted under this Contract for which the owner is required to obtain flood insurance as set forth herein, the following shall apply:
  - a. The transferor shall, not later than the date on which such transfer occurs, notify the transferee in writing of ANY requirements to (A) obtain flood insurance in accordance with applicable Federal law with respect to such property, if the property is not so insured as of the date on which such

- property is transferred; and (B) maintain flood insurance in accordance with applicable Federal law, which written notification shall be contained in the deed or other document evidencing the transfer of ownership of the property.
- b. If the transferor of such property fails to provide notice as described in this subsection and, subsequent to the transfer of such property (A) the transferee fails to obtain or maintain flood insurance in accordance with applicable Federal law with respect to such property; (B) such property is damaged by a flood disaster; and (C) federal disaster relief assistance is provided or the repair, replacement, or restoration of such property as a result of such damage, then the transferor shall be required to reimburse the Federal Government in an amount equal to the amount of federal disaster assistance provided with respect to such property.
  - c. The notification requirements of this section apply to personal, commercial, or residential property for which federal disaster relief assistance was made available in a flood disaster area where assistance has been provided, prior to the date on which the property is transferred, for repair, replacement, or restoration of such property, if such assistance was conditioned upon obtaining flood insurance in accordance with applicable federal law with respect to such property.
3. For the purposes of this section, the term “Federal disaster relief assistance” applies to HUD or other federal assistance in “flood disaster areas”. The term “flood disaster area” has the meaning given to such term in Section 582(d)(2) of the National Flood Insurance Reform Act of 1994, as amended, and includes an area receiving a presidential declaration of a major disaster or emergency as a result of flood conditions.

#### Prohibition on Use of Funds

The funds under this Contract shall not be used for activities reimbursable by or for which funds are made available by the Federal Emergency Management Agency or the Army Corps of Engineers.

#### Duplication of Benefits

42 U.S.C. 5155 provides that any federal agency administering any program providing financial assistance to persons, business concerns, or other entities suffering losses as a result of a major disaster or emergency, shall assure that no such person, business concern, or any other entity will receive such assistance with respect to any part of such loss as to which it has received financial assistance under any other federal program or from insurance or any other source (“the Duplication of Benefits” rules). The Contractor commits to comply with the Duplication of Benefits Rules and report any information with respect to the Duplication of Benefits rules to the Iowa Economic Development Authority as a condition to disbursements under this Contract.

#### Disaster Recovery Requirement

Use of all funds pursuant to this Contract shall be for necessary expenses related to disaster relief, long-term recovery, and restoration of infrastructure, housing, and economic revitalization in areas covered by the declaration of major disaster in which CDBG-DR funds were made available by Congress. This Project shall be in one or more counties in the State of Iowa for which the disaster was declared.

#### Section 3 Clause

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

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted

projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The 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.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, 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 75. 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 75.
- 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 executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- F. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

## Housing Developer Application Form

### Applicant Information

Name of Firm/Developer:	
Street Address:	
City/State/Zip:	
Contact Person & Title:	
Telephone:	
Email Address:	
UEI Number:	

### Project Information

Estimated Start Date (MM/YY):		Estimated Completion Date (MM/YY):	
How many years of experience does your firm have in constructing single-family housing units?			
How many single-family housing units have you constructed in the last two years?			
Do your development plans include options to meet or exceed National Green Building Standard Silver Level?			
Do your development plans intend to comply with the U.S. Department of Energy Zero Energy Ready Homes program?			

- All units to be constructed through CDBG-DR Housing Round 3 funds are to be sold to income-qualified households with basements and a garage; therefore, a mix of housing type and size [i.e. number of bedrooms] are acceptable. Please consider the lots available and provide a plan and designs for the proposed housing units to be constructed.
- Provide a small portfolio of similar projects your firm has completed within the last few years.

### Development Team

- Provide details on your development team including team members, contact names, email addresses, phone numbers, and other relevant information on how familiar they are with working with HUD, CDBG, or other federally funded projects and any experience with green/resilient building standards.

### Project Budget

- Provide a detailed budget estimate for the units to be constructed, including sources of funds and estimates for any additional green/resilient building costs and infrastructure related to unit construction.
- If your proposal is contingent on approval of any other programs or incentives, please note those and the timeline for each.