

REQUEST FOR PROPOSAL (RFP)

TREE / VEGETATION REMOVAL
Atkins Roundhouse Area, Atkins, IA

I. General Instructions

9/10/2024

Benton County Conservation Board (BCCB) is soliciting proposals from qualified and experienced companies or vendors with a demonstrated history of successful tree and/or vegetation removal at Atkins Roundhouse Area, Atkins, IA.

Submittal Procedure

This Request for Proposal (RFP) must be received by mail or in person by 12:00 PM Friday October 11 2024, local time. Late proposals will not be considered. Faxed or e-mailed responses will not be accepted.

Proposals shall be submitted in a sealed envelope, marked "Proposal for Atkins Roundhouse Tree / Vegetation Removal", to:

Benton County Conservation
ATTN: Shelby Williams
5718 20th Ave Drive
Vinton, IA 52349

Proposals can be hand-written or typewritten.

All questions and information requested in the Request for Proposal must be answered completely. Incomplete or missing information may cause a proposal to be eliminated from consideration.

The proposal must be signed by the individual(s) legally authorized to bind the proposer(s) and must contain a statement that the proposal and the prices contained therein shall remain firm for a period of 60 days from the deadline date for submission of proposals.

Proposal Questions

Questions about the Request for Proposal will be accepted by Shelby Williams, Director, 319-423-1903. It is the proposer's responsibility to look at the site and determine work to be accomplished to meet scope prior to submitting a proposal and seek clarification of any ambiguities or other issues regarding this Request for Proposal that are not clearly understood. The Conservation Board or its authorized representative(s) may respond orally to questions about minor matters that affect only the inquirer. Responses to questions that may affect proposers other than, or in addition to, the inquirer will be sent to each party that received this Request for Proposal. The identity of the party asking a question(s) will be kept confidential.

Proposal Consideration

Proposals will be considered by County Conservation Board staff, project engineers as deemed necessary. A recommendation for the selection of the company or vendor may be made to the Conservation Board for final approval. All proposals will be confidential, with review completed by the County Conservation Board staff only, until the contract is awarded. After the contract is awarded, the proposals will be considered public record.

Project Administration: Overall project administration will be provided by Benton County Conservation Director, Shelby Williams swilliams@bentoncountyparks.com. Questions or requests to arrange an on-site visit regarding the scope of the project, technical specifications, proposed application, etc. may be addressed to the project administrator.

II. Project Description

This project involves the removal and disposal of trees and other vegetation in an assigned area of Atkins Roundhouse Area, Atkins, IA (See Attachment 1). This project is intended to complete clearing, grubbing, and trimming needs of storm damaged trees and other undesirable woody vegetation to allow for restoration projects. The project areas are marked with blue dots. All woody vegetation will be removed unless designated by Conservation staff. All vegetation must be piled for burning, grubbed, or removed from site entirely.

III. Scope of Work/Description of Services

The Scope of Services to be provided is described below: Debris distribution/removal on 78 acres to create openings to enable tree planting and natural regeneration.

- 1) The Contractor shall furnish all equipment and labor associated with the proposed tree and vegetation clearing, grubbing, trimming and removal work involved with this project as noted below. The Contractor shall retain the salvage value of any removed materials.
- 2) The Contractor shall provide appropriate traffic control for trail closure(s) and provide notice to the BCCB so proper public advance notifications can be made to area trail users.
- 3) No debris can be left on service roads/trails.
- 4) Pull down all unattached hangers or leaners on dead or alive standing trees when it can be done safely.
- 5) Cut all live tree species stems 10 inches and less in diameter (measured 4.5 feet off the ground) flush/flat to the ground.
- 6) To enable access for tree planting and routine management, all treetops & slash may be removed from the site. Chips can be left onsite as long as they are no more than 3 inches deep.
- 7) Logs on the ground may be removed
- 8) Quality trees over 10 inches in diameter (i.e. Oak, Black Walnut, Shagbark Hickory, Sugar Maple, etc.) can be left scattered across the opening if present. Scattered dead stems not adjacent to the trails/service roads can be left standing if not a risk to surroundings.
- 9) No unexposed root balls are to be disturbed (standing trees must be cut). All stumps are to be ground/cut to ground level. Root balls of previously uprooted trees are to be put into burn piles or removed from site.
- 10) Burn piles must be within the east section noted on the map (See Attachment A) to remain out of the city limits. Fires can not be started when wind is N or NW to keep smoke from town.
- 11) Important: All work will be completed between November 1, 2024 and March 31, 2025 when the ground is frozen or dry. Based on Benton County Conservations judgment, if conditions are not appropriate work will be stopped until conditions are again favorable for the management activities. Careless felling or use of machinery can cause more long-term damage to the forest resource than was already there. Avoid contacting the base, trunk, and branches of live residual trees when felling trees or skidding brush.

IV. Term of Agreement

The terms of the agreement are as follows:

1. Start Date: Upon approval of Agreement, Hold Harmless and Insurance, No earlier than November 1, 2024
2. Completion Date: March 31, 2025*
 - *intent is to have all removals and cleanup associated with this project completed while ground conditions are favorable to reducing soil disturbance (frozen/dry ground conditions)
 - * weather conditions may be considered for a fall 2025 return to finish

V. Proposal Submission Requirements

Proposals must contain, at a minimum, all of the items listed below in order to be considered. Benton County does not intend to limit the content of proposals. Additional information deemed pertinent may be included. However, Benton County reserves the right to exclude such information from consideration in evaluating proposals.

1. Name, title, address, telephone number and e-mail address (if applicable) of contact person.
2. A description of the general services, experience, and qualifications of the proposer. Identify area(s) of expertise and experience with similar projects.
3. A list of at least three (3) clients for whom proposer has performed similar services. Include name, address, and telephone number, and contact person for each client.
4. Proof of insurance for, at a minimum, the following amounts:
 - public liability insurance -- \$1,000,000 for any one person; \$1,000,000 for any one accident; and \$1,000,000 for property damage.
 - general liability insurance -- \$1,000,000.
 - worker's compensation insurance -- as required by the laws of the State of IowaThe selected proposer will be required to provide a Certificate of Insurance in the amounts listed above and shall name Benton County, the Conservation Board and its officers and employees as an additional insured.
5. Completed Attachment 2 – Proposed Costs.
6. Completed Attachment 3 – A statement for evaluation purposes that the proposal and the prices contained therein shall remain firm for a period of 60 days from the deadline date for submission of proposals.

Subcontractors and suppliers must be pre-approved, in writing, by Benton County prior to any work. Contractor shall require subcontractor and/or supplier to carry and maintain the same workers compensation and liability insurance required of the Vendor.

The successful Contractor will be required to carry and maintain, during the term of the agreement, workers compensation and employers liability insurance meeting the requirements of the Iowa Workers Compensation Law on all the Vendor's employees carrying out the work involved in this contract.

The Successful contractor will be required to sign a Hold Harmless Agreement. A.A. – Non-Collusion Agreement, and a C.C. – Certification of Nonsegregated Facilities.

VI. Selection Process

- A. Questions - regarding this Request for Proposal should be directed to:

Shelby Williams, Director, Benton County Conservation; swilliams@bentoncountyparks.com

- B. Selection Criteria

The selected proposal will be the proposal that best meets the needs of the County Conservation Board. Selection of a proposal may or may not be based solely on the price proposal. Evaluation of proposals will be based on:

1. Past experience and overall professional qualifications of company or vendor.
2. Understanding of the project and scope of services
3. Ability to undertake proposed work within the specified time frame.

4. Ability to meet mandatory requirements.
5. Reference checks.
6. Interview (optional)
7. Total cost of services to Benton County Conservation Board.
8. Completeness of proposal.

The County Conservation Board reserves the right to reject any and all proposals or to waive any formalities in any proposal if judged to be in the best interest of the County or the County Conservation Board. Benton County Conservation Board further reserves the right to withdraw or amend this Request for Proposal at any time when, in the sole discretion of Benton County or its County Conservation Board, such action is considered to be in the best interest of Benton County.

The evaluation process is designed to select a contractor to negotiate a contract for the provision of tree and vegetation removal services. The factors listed above will be weighed in any manner deemed appropriate by the Benton County Conservation Board. The selected company or vendor will have submitted the proposal that is in the best interest of the County or its County Conservation Board. If a proposal does not satisfy the minimum requirements as set forth in the Request for Proposal, the proposal may be disqualified from further consideration at the discretion of the County or its County Conservation Board.

Each proposal will be reviewed by an evaluation team, composed of County Conservation Board staff and compared relative to other proposals on the basis of the evaluation criteria listed in this section. Proposers may be contacted during this process to clarify items in their proposals. However, Benton County and its County Conservation Board reserve the right to enter into a contract without further evaluation; therefore, it is important that proposals be as complete as possible.

C. Time Schedule

The County expects to use the following time schedule for the selection of a proposer and the implementation of this program. The County reserves the right to delay the selection of a Contractor if necessary.

Request for Proposal Released:	Tuesday, September 10, 2024
Request for Proposal Due:	Friday, October 11, 2024 – 12:00 P.M.
Contract Awarded:	Monday, October 14, 2024
Project Completion Date:	Friday, March 31, 2025

VII. Terms, Conditions and Exceptions

By submitting a proposal, the proposer represents and agrees that:

1. The proposal is based upon the requirements described in this Request for Proposal.
2. Proposer possesses the technical capabilities, equipment and financial resources necessary to provide the requested services.
3. This Request for Proposal does not commit the County or the County Conservation Board to award a contract or to pay any costs incurred in the preparation of a proposal in response to this request with references.
4. The proposals will become part of the County Conservation Board official files without obligation on the County Conservation Board's part. All proposals shall be held confidential from all parties other than the County Conservation Board until after the contract is awarded. After the contract is awarded, the proposals will be considered public record.

5. The proposer shall not offer any gratuities, favors or anything of monetary value to any official or employee of the County or the County Conservation Board for the purposes of influencing consideration of a proposal.
6. Proposer(s) shall not collude in any manner or engage in any practice with any other proposer(s) that may restrict or eliminate competition or otherwise restrain trade. This statement is not intended to preclude subcontracts and joint ventures for the purposes of: a) responding to this Request for Proposal or b) establishing a project team with the required experience and/or capability to provide the goods or services specified herein.
7. The Request for Proposal and the related responses of the selected contractor will become part of any contract between the selected proposer and the County Conservation Board. In the event an agreement cannot be reached with the selected contractor, the County and the County Conservation Board reserves the right to select another proposer. The County Conservation Board reserves the right to negotiate the exact terms and conditions of the contract with the selected contractor.
8. Proposers, their authorized representatives, and their agents are responsible for obtaining, and will be deemed to have, full knowledge of the conditions, requirements and specifications of this Request for Proposal at the time a proposal is submitted to the County Conservation Board.
9. The County Conservation Board has sole discretion and reserves the right to cancel this Request for Proposal or to reject any or all proposals received prior to contract award.
10. The County Conservation Board reserves the right to waive any formalities concerning this Request for Proposal, or to reject any or all proposals or any part thereof.
11. The County Conservation Board reserves the right to request clarification of any proposal after all proposals have been received.
12. The County Conservation Board reserves the right to reduce the scope of the project and evaluate only the remaining elements from all proposals. The County Conservation Board reserves the right to reject specific elements contained in all proposals and to complete the evaluation process based only on the remaining items.

Conditions and Limitations

Proposers are advised all County Conservation Board contracts are subject to legal requirements provided for in any applicable state, local and/or federal statute.

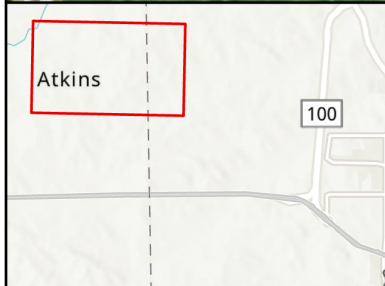
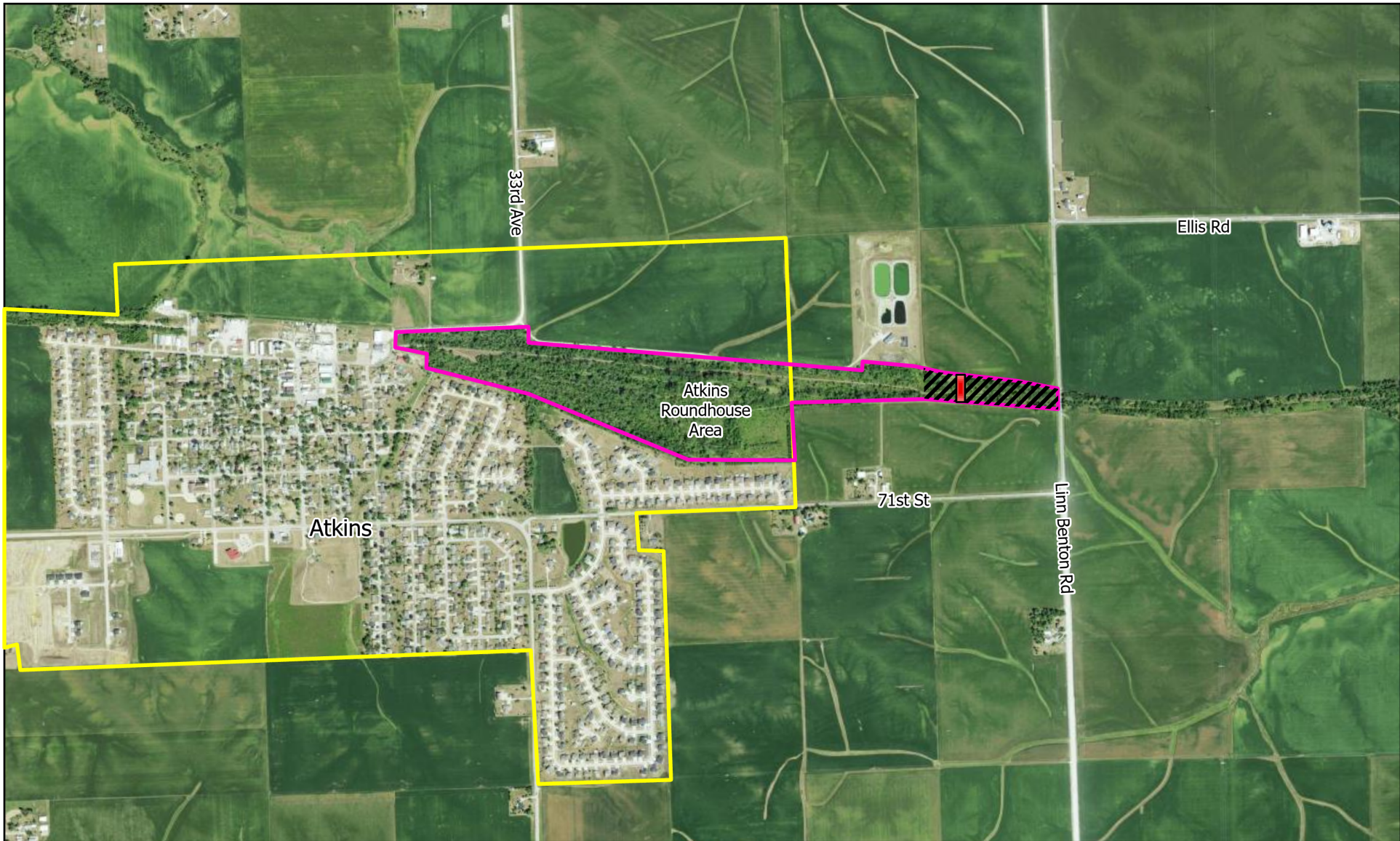
Termination Conditions: Proposers acknowledge any contract entered into as a result of this Request for Proposal may be terminated under the conditions described below.

- A. The County Conservation Board may consider the company or vendor to be in default and shall have the right to terminate the contract in the event of fraud or misrepresentation, in the event the contractor fails to perform in accordance with the terms and conditions set forth in the contract, or in the event the contractor becomes insolvent, is dissolved, or is named as a party under any bankruptcy or insolvency laws. In the event of default, the County Conservation Board may serve written notice upon the contractor of its intention to terminate the contract or any portion thereof. Such notice shall contain the reasons for such intention to terminate and the contractor shall have thirty (30) days after receipt to cure or provide a satisfactory plan of action to cure said default. If the contractor fails to cure or provide a satisfactory plan to cure, the County Conservation Board may issue a Termination Notice.

- B. The County Conservation Board shall have the right to terminate the contract in the event the contractor does not maintain all insurance coverages in full force and effect during the term of the contract.

Contract Limitations: Proposers acknowledge any contract entered into as a result of this Request for Proposal may have the following limitation(s):

1. Contractor must promptly report to the County Conservation Board any conditions, transactions, situations, or circumstances encountered by the contractor that would impede or impair the proper and timely performance of the contract.



**Atkins Roundhouse
Tree / Vegetation Removal
Site Map**

Iowa DNR, Esri, TomTom, Garmin, SafeGraph, METI/NASA, USGS, EPA, NPS, USDA, USFWS,
Source: Esri, USDA FSA, Esri, NASA, NGA, USGS, Esri Community Maps Contributors, Iowa DNR,
Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US
Census Bureau, USDA, USFWS, Source: Esri, Maxar, Earthstar Geographics, and the GIS User

2024

Coordinate System: NAD 1983 StatePlane Iowa North FIPS 1401 Feet

- Atkins Roundhouse Area
- Atkins City Limits
- Staging Area for Burning
- 100 ft Buffer for Pipeline

0 0.15 0.3 Mi

N

ATTACHMENT 2

PROPOSED COSTS

Name: _____

Company Name: _____

The undersigned proposes to provide tree and vegetation labor and equipment services as described in this Request for Proposal and in accordance with approved plans and specifications and estimated quantities for the cost listed below.

Grand Total Base Quote: (Not To Exceed) \$ _____ ***** Lump Sum

Please provide below, specific dollar amounts in hourly rates for equipment to be used and operations (labor costs).

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

***Any additional charges or expenses to complete this project and omitted in the contractor's cost estimate will be at the contractor's expense.**

Note – Benton County and its Conservation Board are not liable for taxes or any amounts representing taxes from which Benton County is exempt as a local government entity.

Contractor's Authorized Representative's Signature: _____

Name (please print or type): _____

Title: _____

Date: _____

ATTACHMENT 3

STATEMENT THAT PRICES WILL REMAIN FIRM

Name: _____

By submitting a proposal and signing below, I agree that this offer shall remain valid for a period of 60 (sixty) days from the deadline date for submission of proposals or such further period as may be mutually agreed upon.

Authorized Representative's Signature: _____

Name (please print or type): _____

Title: _____

Date: _____

APPENDIX AA – NON-COLLUSION AFFIDAVIT
BENTON COUNTY, IOWA

PROJECT: Atkins Roundhouse Area / Vegetation Removal
Atkins, IA

BIDDER’S ATTENTION IS DIRECTED TO THE FOLLOWING REQUIREMENT

In order to comply with the following and to enable the County to award contracts without undue delay, each contractor submitting a bid on this project shall complete the affidavit below and have it notarized.

There are two copies of this form attached to the proposal. Both copies must be completed and submitted with the proposal. (Please do not detach these forms from the proposal.)

The Board of Supervisors requires, as a condition precedent to their approval of the contract for this work, that there be filed a sworn statement executed by, or on behalf of, the person, firm, association or corporation to whom such contract is to be awarded certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with such contract. This sworn to by the successful bidder before a person who is authorized by the laws of this state to administer oaths. The original of such sworn statement shall be filed with the County Auditor prior to the award of the contract.

AFFIDAVIT

State of _____)

_____ County)

I, _____, being first duly sworn on oath do say that I am (a partner) (the owner) (the president*) of the _____ Company, do hereby certify that the person, firm, association or corporation has not, either directly or indirectly, entered into any agreement, participated in any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this contract.

Signature

Subscribed and sworn to before me this ____ day of _____, 2024.

Notary Public in and for the State of Iowa

*or other corporate officer

My commission expires _____

APPENDIX CC- CERTIFICATION OF NONSEGREGATED FACILITIES

BENTON COUNTY, IOWA

PROJECT: Atkins Roundhouse / Vegetation Removal

BIDDERS ATTENTION IS DIRECTED TO THE FOLLOWING REQUIREMENT

In order to comply with the following and to enable the County to award contracts without undue delay, each contractor submitting a bid on this project shall complete the document below and submit it with their bid.

The bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder certifies that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity Clause in any contract resulting from an acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, disability, or national origin, because of habit, local custom or otherwise. The bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000, which are not exempt from the provisions of the Equal Opportunity Clause and that he/she will retain such certifications in his/her files.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. Section 1001.

Date: _____, 2024

Name of Bidder

By

Title

Official Address Including Zip Code

HOLD HARMLESS AGREEMENT

The Contractor shall indemnify and hold the Owner harmless from any and all claims, liability, damages, loss, cost and expense of every type whatsoever including without limitation, attorney's fees and expenses, arising out of, or resulting from, the Contractor's operations under this contract. Provided, however, that the Contractor need not indemnify and hold harmless the Owner from damages resulting from or apportioned to the negligence of the Owner. The insurance coverage specified in this contract constitutes the minimum requirements and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds and amounts of insurance that it may deem necessary under this contract.

Dated this _____ day of _____, 2024.

PROJECT NAME: / LOCATION:

Atkins Roundhouse Area Tree / Vegetation Removal; Atkins, IA

Name of Contractor

By: _____
Authorized Signature

Title

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 (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 (CFR 24), 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 CFR Title 24 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 Title 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 CFR Title 24 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 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(I) 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 LANGUAGE FOR PROCUREMENT DOCUMENTS AND CONTRACTS

(This language is to be included in all procurement documents/solicitations and all covered contracts)

- 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 75 regulations.
- C. The contractor agrees to post copies of a notice advising workers of the Contractor's commitments under Section 3 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 provide written notice of employment and contracting opportunities to all known Section 3 Workers and Section 3 Businesses.
- E. The contractor agrees to employ, to the greatest extent feasible, Section 3 workers or provide written justification to the recipient that is consistent with 24 CFR Part 75, describing why it was unable to meet minimum numerical Section 3 Worker hours goals, despite its efforts to comply with the provisions of this clause.
- F. The contractor agrees to maintain records documenting Section 3 Workers that were hired to work on previous Section 3 covered projects or activities that were retained by the contractor for subsequent Section 3 covered projects or activities.
- G. The contractor agrees to post contract and job opportunities to the Opportunity Portal and will check the Business Registry for businesses located in the project area.
- H. The contractor agrees to include compliance with Section 3 requirements in every subcontract for Section 3 projects as defined in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract 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.
- I. 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.
- J. The contractor will certify that they have followed prioritization of effort in 24 CFR part 75.19 for all employment and training opportunities. The contractor will further certify that it meets or exceeds the applicable Section 3 benchmarks, defined in 24 CFR Part 75.23, and if not, shall describe in detail the qualitative efforts it has taken to pursue low- and very low-income persons for economic opportunities.
- K. 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.

Section 3 Business Concerns are encouraged to respond to this proposal. A Section 3 Business Concern is one that satisfies one of the following requirements:

1. It is at least 51 percent owned and controlled by low- or very low-income persons;
2. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 Workers*; or
3. It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

* A Section 3 Worker is defined as any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

1. The worker's income for the previous or annualized calendar year is below the applicable income limit established by HUD;
2. The worker is employed by a Section 3 business concern; or
3. The worker is a YouthBuild participant.

Businesses that believe they meet the Section 3 criteria are encouraged to register as a Section 3 Business through HUD's website: <https://portalapps.hud.gov/Sec3BusReg/BRegistry/RegisterBusiness>