City of Council Bluffs, Iowa
Request for Proposals
Redevelopment of Land Located at the southeast corner of 21st Avenue & S. 6th Street
Proposal Due Date: February 10, 2022 by 5:00pm

The City of Council Bluffs through its Community Development Department is accepting proposals for the purchase and development of approximately 3.0 acres of real estate located at the southeast corner of 21st Avenue and S. 6th Street. The subject property is located south of 21st Avenue between S. 6th Street and the South Expressway. The City is seeking disposition of this parcel and is accepting proposals for the development of affordable multi-family.

City Objectives
The city is seeking proposals to develop the site in conformance with applicable ordinances, as well as in compliance with the following stated objectives. These objectives include, but are not limited to:

- To meet the objectives of the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG), HOME and HOME-ARP programs and cause the construction of housing units for low and moderate income persons. Proposals may be submitted for the development of a mix of unit types.
- To cause the construction of new affordable housing units with occupancy on or before December 31, 2024.
- To provide a positive impact on the city resulting in increased tax revenues and contribute to the city's long term economic and community growth objectives.

Site Description
The land was acquired by the City for the purposes of blight removal and redevelopment. A map of the parcels may be found in Attachment A. All structure have been removed and the property is vacant. The property will be conveyed in an as-is condition. Because the site is encumbered with CDBG regulations, developers must commit to at least 51% of the units be rented to persons at or below 80% of the median family income (MFI). The parcel is served with water, sanitary sewer, storm sewer, and street paving, but may need to be extended to accommodate the project.

The property is currently zoned R-3/Low Density Multi Family Residential District. This zoning designation allows for the development of single family attached and detached, two family dwellings, and multi-family housing (Attachment C). Developers may propose an alternative zoning district which will be subject to approval by the City Planning Commission and City Council.

The property is located in the Zone X flood plain. FEMA defines Zone X Protected By Levee as an "Area of moderate flood hazard, usually the area between the limits of the 100-year and 500-year floods are also used to designate base floodplains of lesser hazards, such as areas protected by levees from 100-year flood, or shallow flooding areas with average depths of less than one foot or drainage areas less than 1 square mile."

Sale Price of Lot
Consideration for receiving the land will be the minimum improvements with the completion of the approved project. Minimum improvements shall include at least 50 dwelling units.

Inquiries, Questions and Deadlines
All inquiries/questions regarding this RFP must be directed via the electronic submission system at https://cbiabids.ionwave.net/. Any changes or additions to the RFP information will be sent to via Ion Wave. Any other contact in reference to this RFP prior to the time of an award decision will not be addressed.

RFP Issued: January 11, 2022

Q&A Ends: January 24, 2022 at 3:00 pm (CST)

Answers to all questions will be posted no later than January 28, 2022 at 3:00 pm (CST).

RFP Due: February 10, 2022 by 5:00 p.m. (CST)

Preliminary Notification to preferred applicant: February 22, 2022

Bids Due
Thursday, February 10, 2022 by 5:00 p.m.

Proposals submitted by mail, facsimile transmission (fax) or electronic mail (email) will not be accepted. Proposals received after the submission deadline will not be accepted.

Proposal and Submittal Requirements
In a clear and concise manner, developers must submit proposals that demonstrate the developer's capacity to satisfy the requirements of this RFP. Proposals do not need to be elaborate or costly, but should be prepared in a professional manner. Proposals must include the following information to be submitted for consideration:

1. Application – must be completed and attached as proposal cover page (see Attachment D).

2. Project Summary – A brief written description of the project.

3. Project Plans – A scaled plot plan of the proposed development. The plot plan should illustrate the location of structures, parking areas, ingress and egress, open or landscape areas, etc. The developer must also submit additional information such as elevation drawings, photos of similar projects, typical floor plans, etc.

4. Developer Experience – Provide a listing of previous projects completed, especially with regard to projects that are relevant to the proposed development.

5. Project Timeline – A timeline for the project design, bidding and construction.

6. Financial Summary – Developer must provide a proposed cost and source of funding for the project, including a 10-year project proforma. Developer must also outline expected funding sources and projected date all financing will be secured.

7. Project Contingencies – Indicate any special assistance needed to implement the project, such as financial assistance, state or federal applications, or other public participation.

Special Conditions

Any proposed construction project must adhere to the following requirements:

- The construction project is exempt from federal labor standards.
- A HUD environmental review will be required and must be completed prior to construction commencement. This review will be done by the developer and the city.
- All newly constructed housing must meet all locally adopted and enforced building codes, standards and ordinances of the City of Council Bluffs.
- All newly constructed housing must meet the requirements of the 2012 International Energy Conservation Code as adopted and amended.
- The successful proposal shall be required to comply with additional provisions for projects utilizing federal funding as specified in Attachment E.

Proposal Evaluation
The project proposals will be reviewed based on the following evaluation criteria:

1. Design, Aesthetics and Quality of Construction Materials and Landscaping (40%): While still affordable housing, the quality of design and materials is essential. A combination of durable materials and transparency with an urban appearance must be utilized. Preference will be given to developers that:

    a. Utilize architectural details such as color changes, material changes, minor wall offsets, height variations, wall setbacks, accent lines and upper floor step back to articulate building elevations.
    b. Maximize the "exterior construction (durability)" points in the IFA 2022-2023 QAP.

2. Developer's Experience and Capacity (30%): The makeup/description of the developer's project team. The names of individuals involved and the roles they will perform must be listed. Provide a description of the qualifications and experience of the specific individuals who will be involved in the work described in this RFP, including staff and other professionals.

3. Number of Units Proposed, Unit Sizes and Timeline (15%):

    a. Consideration for receiving the land will be the minimum improvements which shall include a minimum of 50 dwelling units. Preference will be given to developers that maximize the number of dwelling units to 75. This can be achieved through phasing if needed.
    b. Preference will be given to developers who maximize the number of units as well as the number of market rate units. Provide a target resident type (homeless, senior, family, etc.) if applicable. Maximize the "market rate incentive" points in the IFA 2022-2023 QAP.
    c. Proposals will also be scored on the length of time it will take to construct and occupy the project.

4. Funding Sources (15%): Provide a list of proposed funding sources and when the funds are expected to be awarded/confirmed.

The above information will be used to select qualified developers. Upon developer selection, development agreements will be negotiated and executed.

Potential Development Incentives Available

The City will work to support the selected developer in applying for any and all applicable federal, state or local incentive applications. These applications must be completed by the selected developer with assistance from the City.

- Brownfield/Grayfield Tax Credits through the Iowa Economic Development Authority may be available. Tax credits of up to 24% for qualifying costs of a Brownfield project and 30% if the project meets green building requirements. Tax credits of up to 12% of qualifying costs of a Grayfield project and 15% if the project meets green building requirements. Tax credits are available on an annual basis, with a maximum tax credit per project of $1,000,000.

- HOME Investment Partnership Program (HOME) funds are available to the project which will require a minimal number of units to be rented to persons at both the 50% and 60% median family income (MFI) (Attachment B). The City is part of the Omaha-Council Bluffs HOME Consortium and receives an annual allocation though its partnership.

- Up to $700,000 in HOME-ARP funds may be available to developers that commit to providing units earmarked for households experiencing homelessness. Eligible homeless populations including:
  - Homeless (McKinney Act definition at 24 CFR 91.5)
  - At-risk of homelessness (McKinney Act definition at 24 CFR 91.5)
  - Fleeing/attempting to flee domestic violence, dating violence, sexual assault, stalking or human trafficking (definitions at 24 CFR 5.2003 except human trafficking frim Trafficking Victims Protection Act of 2000)
  - Veterans and families including veteran member that meet one of the preceding criteria

- Municipal Housing Agency (MHA) of Council Bluffs has project-based vouchers available to potential developers. Consultation should be initiated with MHA for additional information.

- Possible energy incentives may be obtained from MidAmerican Energy and Black Hills Energy depending on project design. Consultation should be initiated with each company prior to final design.

- The City will accept low-income housing tax credit (LIHTC) projects for this site. Interested developers should consult with the Iowa Finance Authority to discuss both 4% and 9% tax credit options and required submittals.

- The property may be eligible for Tax Increment Financing and/or property tax exemption, and will be negotiated by the city on a project specific basis.

General Provisions

1) Submittal Ownership/Costs: Upon submission, all information becomes the property of the City of Council Bluffs. The City has the right to use any or all ideas presented in any submission in the response to this RFP, whether or not the submittal results in a contract with the submitting Developer. All costs for development of the written submittal and any oral presentation are entirely the obligation of the Developer and shall not be reimbursed.

2) Non-Warranty of Request for Qualifications: The City shall not be responsible for any errors or omissions in this RFP, nor for the failure on the part of the Developers to ensure that they have all the information necessary to affect their submittals.

3) Request for Clarification: The City reserves the right to request clarification of information submitted and to request additional information of one or more Developers, either orally or in writing.

4) Acceptance/Rejection of Submittals: The City reserves the right to accept or reject any or all submittals in whole or in part, with or without cause, to waive technicalities, or to accept submittals or portions thereof, which, in the City's judgment, best serve the interest of the City of Council Bluffs.

   The City reserves the right to allow alterations, modifications or revisions to individual elements of the Scope of Services any time during the period of contract, which results from this RFP.

5) Indemnification: The selected Developer shall: (1) faithfully perform said Contract on City's part and satisfy all claims and demands incurred for the same; (2) fully indemnify and save harmless the City from all costs and damages which said City may suffer by reason of failure to do so; and (3) fully reimburse and repay said City all outlay and expenses which said City may incur in making good any default.

   The selected Developer shall protect, defend, indemnify and save harmless the City, its agents, boards and employees, collectively referred to as "Indemnitees", from and against costs and suits, actions, claims, losses, liability or damage of any character, and from and against costs and expenses, including in part attorney fees, incidental to the defense of such suits, actions, claims, sickness, including death, to any person, or damage to property, including in part the loss of use resulting there from, arising from any act or omission of the Developer, or his employees, servants, agents, subcontractors or suppliers, or anyone else under the Developer's direction and control, and arising out of, occurring in failure of performance of any work or services called for by the Contract, or from conditions created by the performance or non-performance of said work or services. The Developer's indemnification hereunder shall apply without regard to whether acts or omissions of one or more of the Indemnitees would otherwise have made them jointly or derivatively negligent or liable for such damage or injury, expecting only that the Developer shall not be obligated to so protect, defend, indemnify and save harmless if such damage or injury is due to the sole negligence of one or more of the Indemnitees.

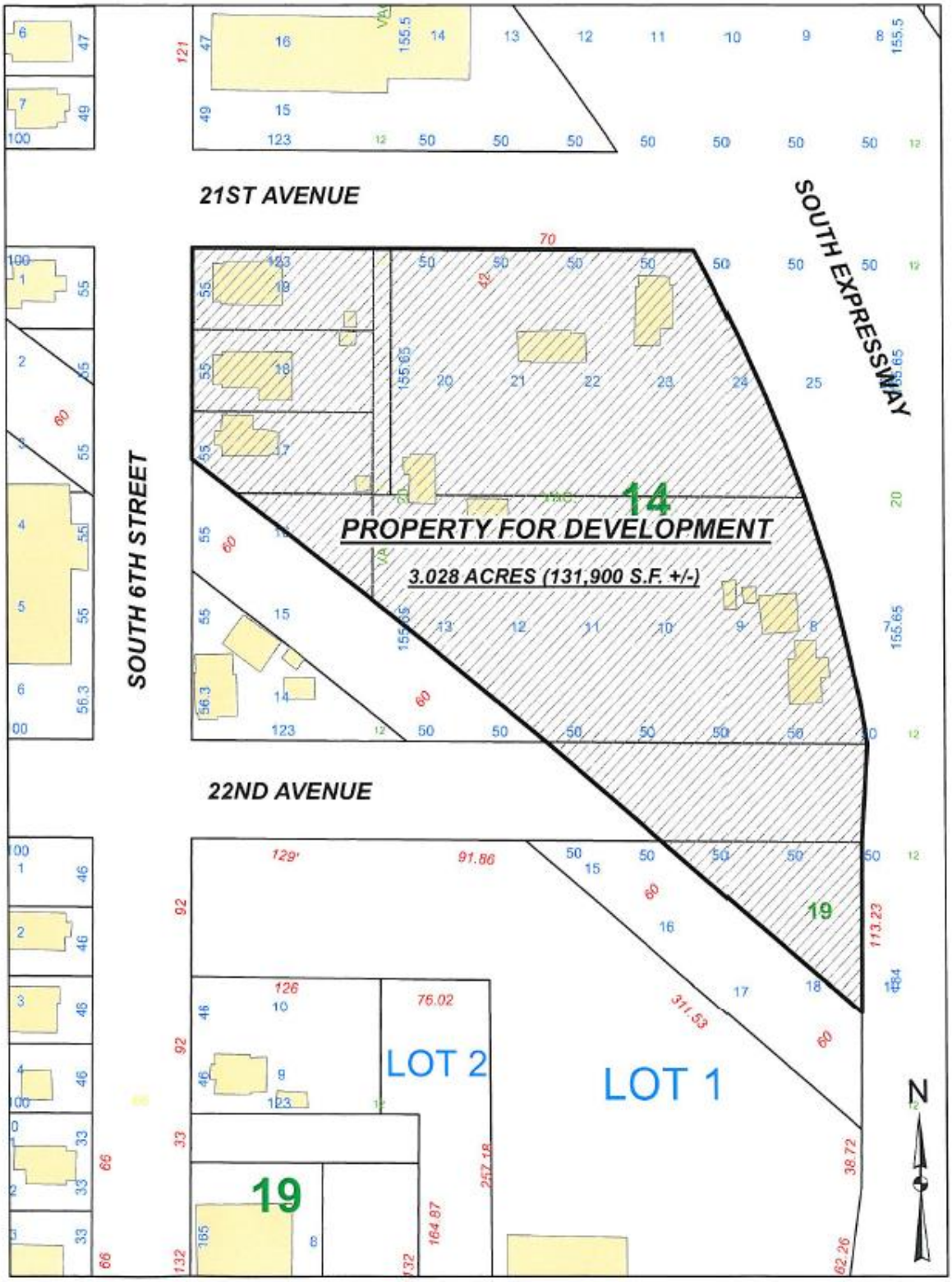
6) Insurance: The selected Developer shall carry and maintain during the life of the contract insurance as deemed appropriate by the City of Council Bluffs. Specific amounts and types of insurance will be detailed in the negotiated development agreement.

7) Collusion: The Developer, by submitting a Proposal, declares that the submission is made without any previous understanding, agreement or connections with any persons, Developers or corporations making a competing submission on the same project, and that it is in all respects, fair and in good faith without any outside control, collusion or fraud.

8) Consideration of Submittals: Proposals will be considered from Developers normally engaged in providing and performing services as specified in this RFP. The Developer must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the City. The City reserves the right to inspect the facilities and organization or to take any other action necessary to determine the ability to perform in accordance with specifications, terms and conditions before recommending any award.

9) Discrimination Clause: According to the City of Council Bluffs Municipal Code 1.40, discrimination of race, color, religion, creed, sex, sexual orientation, gender identity, national origin, age or mental or physical disability is prohibited in any form. This extends to any and all partner agencies and contractual obligations.

Attachment A
Site Map



Attachment B
HUD Income Limits for CDBG and HOME

HUD INCOME LIMITS FOR CDBG ONLY

MSA: Omaha, NE - IA FY2020 Median Family Income $87,800
Effective: June 1, 2021

	30% Limits	50% Limits	60% Limits	80% Limits
1 Person	$18,450	$30,750	$36,900	$49,200
2 Person	$21,100	$35,150	$42,180	$56,200
3 Person	$23,750	$39,550	$47,460	$63,250
4 Person	$26,500	$43,900	$52,680	$70,250
5 Person	$31,040	$47,450	$56,940	$75,900
6 Person	$35,580	$50,950	$61,140	$81,500
7 Person	$40,120	$54,450	$65,340	$87,150
8 Person	$44,660	$57,950	$69,540	$92,750

HUD INCOME LIMITS FOR HOME

MSA: Omaha, NE - IA FY2021 Median Family Income $87,800
Effective: June 1, 2021

	30% Limits	50% Limits	60% Limits	80% Limits
1 Person	$18,450	$30,750	$36,900	$49,200
2 Person	$21,100	$35,150	$42,180	$56,200
3 Person	$23,750	$39,550	$47,460	$63,250
4 Person	$26,350	$43,900	$52,680	$70,250
5 Person	$28,500	$47,450	$56,940	$75,900
6 Person	$30,600	$50,950	$61,140	$81,500
7 Person	$32,700	$54,450	$65,340	$87,150
8 Person	$34,800	$57,950	$69,540	$92,750

Attachment C
Zoning

15.10.010 Statement Of Intent

The R-3 district is intended and designed for lower density multifamily residential areas of the city. This district permits a variety of housing types and is intended for established and developing areas of the city.

(Ord. 5307 § 1 (part), 1996)

15.10.020 Principal Uses

The following principal uses shall be permitted in an R-3 district:

1. Boarding, lodging, rooming house, or bed and breakfast;
2. Community recreation services;
3. Congregate housing, life care facility or nursing home;
4. Dwelling, multifamily;
5. Dwelling, single-family attached;
6. Dwelling, single-family detached;
7. Dwelling, townhouse;
8. Dwelling, two-family;
9. Family home;
10. Group care home;
11. Local utility services;
12. Park and recreation services;
13. Private parking lot;
14. Public parking lot;
15. Public safety services;
16. Religious assembly;
17. School.

(Ord. 5917 § 1, 2007)

15.10.030 Conditional Uses

The following conditional uses shall be permitted in an R-3 district, when authorized in accordance with the requirements set forth in CBMC 15.27:

1. Cemetery;
2. Colleges and universities;
3. Commercial recreation (indoor and outdoor);
4. Business, professional office when the floor area for such use shall not exceed two thousand (2,000) square feet;
5. Cultural service;
6. Day care service;
7. Government maintenance facility;
8. Juvenile detention facility.

(Ord. 5917 § 2, 2007)

15.10.040 Accessory Uses

The following accessory uses shall be permitted in an R-3 district:

1. Uses of land or structure customarily incidental and subordinate to one of the principal uses, unless otherwise excluded.

(Ord. 5307 § 1 (part), 1996)

15.10.050 Site Development Regulations

Minimum Lot Size

Use	**Lot Area**
Single-family detached	5,000 square feet
Single-family attached and two-family dwellings	5,000 square feet except when a single-family attached or two-family dwelling is divided by a lot line coinciding with the common wall separating the two units, the minimum lot area shall be 2,500 square feet
Townhouse dwelling	7,500 square feet except when a townhouse dwelling unit is divided by a lot line coinciding with the common wall separating the units, the minimum lot area shall be 2,500 square feet
Multifamily dwelling	
(3 to 4 units)	7,500 square feet
(5 or more units)	9,000 square feet plus an increase of 2,000 square feet per each additional unit

Minimum Setbacks	**Principal Structure**	**Accessory Structure**
Front yard	20 feet	Greater of 20 feet or existing front setback line of principal structure
Street side yard	15 feet	15 feet
Interior side yard	5 feet with one foot indentation for every story above the first floor	3 feet

Rear yard	20 feet	3 feet
Maximum height	60 feet	18 feet
Lot coverage; all structures:	45% maximum	

(Ord. 5307 § 1 (part), 1996)

15.10.060 Additional Regulations

1. Lot Clustering. Minimum Lot Size requirements for single-family and townhouse dwellings may be reduced by a maximum of forty (40) percent for lots located in a cluster subdivision as permitted by CBMC 14.10 and are subject to the following additional requirements:
    1. The unit must be located in an approved cluster subdivision;
    2. A dwelling unit with a zero side yard on one side shall be either attached on both sides or have a side yard of ten (10) feet from the opposite side lot line;
    3. A dwelling unit With a zero side yard shall have no openings on that side abutting the lot line;
    4. A dwelling unit which does not have a zero side yard shall have a minimum side yard of five feet;
    5. A dwelling unit shall have a minimum front yard setback of ten (10) feet provided that there are two off-street parking spaces located on the same lot;
    6. A dwelling unit shall have a minimum rear yard setback of ten (10) feet; and
    7. Lot size requirements may be reduced, provided that an equal amount of land area is provided in adjacent common area or open space, exclusive of public and private roadways.
2. Reserved.

(Ord. 5307 § 1 (part), 1996)

15.10.070 Signs

Signage in this district shall comply with CBMC 15.33, "Signs."

(Ord. 5307 § 1 (part), 1996)

Attachment D
Proposal Cover Page

City of Council Bluffs, Iowa

Request for Proposals Cover Page

Project Information

Project Name _____

Organization Information

Name of Developer _____

Mailing Address _____

Contact Person _____

Telephone _____ Fax _____

Email Address _____

Employer Identification Number_____ MBE/WBE Owned? _____

DUNS Number_____

Partners

Type	Name and Address	Contact Person
Project Development		
Architectural Firm		
Engineering Firm		
Lender		
Other (specify)		
Other (specify)		

Attachment E
Additional Provisions for Projects
Utilizing Federal Funding

Required Contract Language

All project contracts shall contain at a minimum the following provisions, as appropriate. ALL CONTRACTS

1. Access and Maintenance of Records

The contractor must maintain all required records for five years after final payments are made and all other pending matters are closed. At any time during normal business hours and as frequently as is deemed necessary, the contractor shall make available to the City of Council Bluffs, the State Auditor, the General Accounting Office, and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this contract.

2. Civil Rights

The Contractor must comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (P.L. 88-352).
  States that no person may be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance on the basis of race, color, or national origin.

- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended.

- Iowa Civil Rights Act of 1965. This Act mirrors the Federal Civil Rights Act.

- Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309).
  Provides that no person shall be excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of race, color, national origin, sex, age, or handicap under any program or activity funded in part or in whole under Title I of the Act.

- The Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.)
  Provides that no person on the basis of age, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance.

- Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794).
  Provides that no otherwise qualified individual shall solely by reason of his/her handicap be excluded from participation in, be denied the benefits of, or be discriminated against under any program or activity receiving Federal financial assistance.

- Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213)

Provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

- Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u). Provides to the greatest extent feasible, that training and employment opportunities be made available to lower-income residents of project areas and that contracts be awarded to small businesses located within the project area or owned in substantial part by project area residents.
- Federal Executive Order 11246, as amended by Executive Order 11375. Provides that no one be discriminated in employment.

- Federal Executive Order 11063, as amended by Executive Order 12259.

3. Termination Clause

All contracts utilizing CDBG funds must contain a termination clause that specifies the following:

- Under what conditions the clause may be imposed.
- The form the termination notice must take (e.g., certified letter).
- The time frame required between the notice of termination and its effective date.
- The method used to compute the final payment(s) to the contractor.

4. Certification regarding government-wide restriction on lobbying.

All contracts utilizing CDBG funds must contain the following certification concerning restriction of lobbying:

"The Recipient certifies, to the best of his or her knowledge and belief, that:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with 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.

ii. ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.

iii. iii. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure."

5. Lead-Safe Housing Regulations (As applicable)

24 CFR Part 35 et. al.
Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Properties and Housing Receiving Federal Assistance, Final Rule

6. Standards and Policies Relating to Energy Efficiency

Pub. L. 94-163, 89 Stat. 871
Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

7. Notice of Awarding Agency Requirements and Regulations Pertaining to Reporting

The Contractor must provide information as necessary and as requested by the City of Council Bluffs for the purpose of fulfilling all reporting requirements related to the CDBG program.

ALL CONTRACTS IN EXCESS OF $10,000

In addition to the preceding provisions, all contracts in excess of $10,000 must include the following language, pursuant to Federal Executive Orders 11246 and 11375:
"During the performance of this contract, the contractor agrees as follows:

1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take a Developerative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government

contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

ALL CONTRACTS IN EXCESS OF $100,000

In addition to the preceding provisions, contracts in excess of $100,000 shall require compliance with the following laws and regulations:

Section 306 of the Clean Air Acts (42 U.S.C. 1857(h)).
Section 508 of the Clean Water Act (33 U.S.C. 1368).
Executive Order 11738.
EPA Regulations - 40 CFR, Part 15.

Clean Air and Water Acts - required clauses:
This clause is required in all third party contracts involving projects subject to the Clean Air Act (42 U.S.C. 1857 et seq.), the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), and the regulations of the Environmental Protection Agency with respect to 40 CFR Part 15, as amended. It should also be mentioned in the bid document.
During the performance of this contract, the CONTRACTOR agrees as follows:

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 all 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.

ALL CONSTRUCTION CONTRACTS IN EXCESS OF $2,000

In addition to the preceding provisions, all construction contracts in excess of $2,000 must include the Federal Labor Standards Provisions as provided.

HOUSING AND URBAN DEVELOPMENT ACT OF 1968 SAMPLE SECTION 3 CLAUSE

A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Section 3, and all applicable rules and orders of the Department issued there under prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

C. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding if any, a notice advising said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

D. The contractor will include this Section 3 clause in every subcontract; for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the Subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Section 3. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Section 3 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Section 3, and all applicable rules and orders of the Department issued there under prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through Federal assistance is provided, and to such sanctions as are specified by 24 CFR Section 135.135.