

## In the Appendix to Chapter 2

<b>Procurement</b> .....	2
2 CFR 200 Cross Walk .....	3
Procurement Policy .....	11
Procurement-Related Policies .....	19
Instructions for Procurement of Services for CDBG-Funded Projects .....	20
Sample Evaluation Criteria for Recipient Use in the Procurement of Professional Services .....	23
Sample Evaluation Criteria for Recipient Use in the Procurement of Design, Management .....	24
Procurement Frequently Asked Questions .....	25
<b>Civil Rights and Fair Housing</b> .....	27
Civil Rights-Fair Housing-Equal Opportunity Applicable Laws and Regulations .....	28
Equal Housing Opportunity Slogan and Logo .....	30
Clearinghouses for Solicitation of Minority-owned and Female-owned Businesses .....	31
Mandatory and Elective Actions to Affirmatively Further Fair Housing .....	32
<b>Labor Standards</b> .....	34
CDBG Project Sign Specifications .....	35
Labor Standards Forms .....	36
Report for Additional Classification and Rate Form .....	37
Links to Job Site Posters and Federal Labor Standards Provisions .....	39
<b>Required Contract Provisions</b> .....	40
Required Contract Language and Provisions .....	41
<b>Build America, Buy America</b> .....	45
BABA Forms, Waivers, and Resources .....	46
Language for Inclusion in Bids and Subcontracts .....	47
<b>Acquisition</b> .....	48
“When A Public Agency Acquires Your Property” .....	49
General URA Acquisition Information .....	54
Helpful Acquisition Information .....	55
Acquisition Notices .....	56
HUD Handbooks and Forms for Relocation Activities .....	57

# Procurement



**2 CFR 200 Cross walk**

<b>2 CFR 200 Reference</b>	<b>Requirement</b>	<b>State Policy Alternative or specific CDBG regulatory reference</b>	<b>Requirement</b>
Subpart A 200.0 – 200.99	Acronyms and Definitions	Adopted by State	
Subpart B 200.100 – 200.113	General Provisions	Adopted by State	
Subpart C 200.200 – 200.201	Purpose and Use of Grant Agreements	Not Applicable to State	
Subpart C 200.202	Requirements to provide public notice	Applicable to State	
Subpart C 200.203 – 200.206	Notices of funding opportunities, federal agency review, standard applications	Not Applicable to State	
Subpart C 200.207	Specific Conditions	Applicable to State, made applicable by 24 CFR 570.485(d)	
Subpart C 200.208 – 200.213	Certifications, etc.	Not Applicable to State	
Subpart D 2 CFR 200.300	Statutory and national policy requirements	Adopted by State	
Subpart D 2 CFR 200.301	Performance Measurements	Management Guide	Performance and financial information collected via IowaGrants. Performance goals, reporting frequency, indicators and milestones in Grant Contracts and IowaGrants.
Subpart D 2 CFR 200.302 – 304	Financial Management, Bonds, Internal controls	Adopted by State	

<b>2 CFR 200 Reference</b>	<b>Requirement</b>	<b>State Policy Alternative or specific CDBG regulatory reference</b>	<b>Requirement</b>
Subpart D 2 CFR 200.305	Payment	Management Guide	Grant recipient's payment made on a reimbursement basis only. Request of Payment collected via IowaGrants. State follows CMIA agreement and default procedures. State has criteria to withhold payment for non-compliance as necessary.
Subpart D 2 CFR 200.306	Cost Sharing or Matching	Not Applicable to State per 24 CFR 570.502 (a)(2)	
Subpart D 2 CFR 200.307	Program Income	24 CFR 570.489I & (f)	Definition, program income paid to the state, and program income retained by the unit of local government
Subpart D 2 CFR 200.308	Revision of Budget and Program Plans	Not Applicable to State per 24 CFR 570.502 (a)(4)	
Subpart D 2 CFR 200.309	Period of Performance	Adopted by State	
Subpart D 2 CFR 200.310	Insurance Coverage	Adopted by State	
Subpart D 2 CFR 200.311	Real Property	24 CFR 570.505	Use of real property
Subpart D 2 CFR 200.312	Federally Owned and Exempt Property	Not Applicable	
Subpart D 2 CFR 200.313 – 200.316	Equipment, Supplies, Intangible property, property trust relationship	Adopted by State. Except that when the equipment is sold, the proceeds shall be program income. Equipment not needed by the subrecipient for CDBG activities shall be transferred to the recipient for the CDBG program or shall be retained after compensating the recipient.	
Subpart D 2 CFR 200.317	Procurement by States: 24 CFR 570.489 (g)	IAC 11.117.1(2) & 11.118.2(8A)	The department and agencies shall follow procurement policies regardless of the funding source supporting the procurement.

2 CRF 200 Reference	Requirement	State Policy Alternative or specific CDBG regulatory reference
Subpart D 2 CFR 200.318	General Procurement Standards	Sub-recipients only: Community Development Block Grant Recipients Procurement Policy
Subpart D 2 CFR 200.319	Competition	Sub-recipients only: Community Development Block Grant Recipients Procurement Policy
Subpart D 2 CFR 200.320	Methods of Procurement to be followed	Sub-recipients only: Community Development Block Grant Recipients Procurement Policy
2 CFR 200.322	Procurement of Recovered Materials	Sub-recipients only: Community Development Block Grant Recipients Procurement Policy
Subpart D 2 CFR 200.323	Contract cost and price	Sub-recipients only: Community Development Block Grant Recipients Procurement Policy
Subpart D 2 CFR 200.324	Federal Awarding Agency or Pass-through entity review	Sub-recipients only: Community Development Block Grant Recipients Procurement Policy
Subpart D 2 CFR 200.325	Bonding requirements	Sub-recipients only: Community Development Block Grant Recipients Procurement Policy
Subpart D 2 CFR 200.326	Contract Provisions	Sub-recipients only: Community Development Block Grant Recipients Procurement Policy

2 CFR 200 Reference	Requirement	State Policy Alternative or specific CDBG regulatory reference	Requirement
Subpart D 2 CFR 200.327	Financial Reporting	Management guide	Performance and financial information collected via IowaGrants. Performance goals, reporting frequency, indicators and milestones in Grant Contracts and IowaGrants.
Subpart D 2 CFR 200.328	Monitoring and Reporting Program Performance	Management guide	Monitoring and reporting by grantees
Subpart D 2 CFR 200.329	Reporting on Real Property	Management guide	Method and frequency of reporting on the status of real property in which the federal government retains an interest.
Subpart D 2 CFR 200.330 – 200.332	Subrecipient and Contractor Determinations, Requirements for pass through entities, Fixed amount subawards,	Applicable to state. Applicable by 24 CFR 570.489 (m)	
Subpart D 2 CFR 200.333	Retention requirements for records	Adopted by state also 24 CFR 570.490 record keeping requirements	
Subpart D 2 CFR 200.333	Request for transfer of records	Adopted by state also 24 CFR 570.490 record keeping requirements	
Subpart D 2 CFR 200.337 – 2 CFR 200.345	Restriction on public access to records, Remedies for noncompliance Termination, Notification of termination requirement, Opportunities to object, hearings and appeals, Effects of suspension and termination, Close-out, Post-closeout adjustments and continuing responsibilities, and collections of amounts due	Adopted by state. Close-out with subrecipients in accordance with 24 CFR 470.489(i) are outlined in the Policy and Procedure manual.	

2 CFR 200 Reference	Requirement	State Policy Alternative or specific CDBG regulatory reference	
Subpart E 2 CFR 200.402 – 200.406	Composition of costs, factors affecting allowability of costs, reasonable costs, allocable costs, applicable credits	Adopted by State	
Subpart E 2 CFR 200.407	Prior written approval	24 CFR 570.489(P)	All cost items described in 2 CFR part 200, subpart E, that require Federal agency approval are allowable without prior approval of HUD, to the extent that they otherwise comply with the requirements of 2 CFR part 200, subpart E, and are otherwise eligible, except for the following: (1) Depreciation methods for fixed assets shall not be changed without the express approval of the cognizant Federal agency (2 CFR 200.436). (2) Fines, penalties, damages, and other settlements are unallowable costs to the CDBG program (2 CFR 200.441). (3) Costs of housing (e.g., depreciation, maintenance, utilities, furnishings, rent), housing allowances, and personal living expenses (goods or services for personal use) regardless of whether reported as taxable income to the employees (2 CFR 200.445). (4) Organization costs (2 CFR 200.455).
Subpart E 2 CFR 200.408 – 200.475	Remainder of Subpart E cost principles: Direct and Indirect Costs, Special considerations, general provisions for selected items of Cost	Adopted by state, with exception to those issues that require prior written approval noted above.	
Subpart F 2 CFR 200.500 – 521	Audit Requirements	Adopted by state	

**Appendix II to Part 200 – Contract Provisions**

Appendix II (B)	All contracts in excess of \$10,000 must address termination for cause and for convenience	IAC 11.119.4(4)	IEDA contracts address through Termination clause(s) provisions.  Sub-recipients only: Community Development Block Grant Recipients Procurement Policy
Appendix II I	Equal Employment Opportunity	IAC11.121.1; 216 and; section 19B.7	IEDA contracts address through Compliance with EEO/AA Provisions.  Sub-recipients only: Community Development Block Grant Recipients Procurement Policy
Appendix II (D)	Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).		IEDA will not be awarding construction contracts.  Sub-recipients only: Community Development Block Grant Recipients Procurement Policy
Appendix II I	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers		IEDA will not be awarding contracts in excess of \$100,000 that involve the employment of mechanics or laborers and compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).  Sub-recipients only: Community Development Block Grant Recipients Procurement Policy
Appendix II (F)	Rights to Inventions Made Under a Contract or Agreement.		IEDA contracts address through Federal Government Rights in an attachment for Additional Requirements for Federally-funded Agreements.  Sub-recipients only: Community Development Block Grant Recipients Procurement Policy



2 CRF 200 Reference	Requirement	State Policy Alternative or specific CDBG regulatory reference	Requirement
Appendix II (G)	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards		<p>IEDA does not anticipate itself awarding procurement contracts in excess of \$150,000. However, IEDA includes Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended in an attachment for Additional Requirements for Federally-funded Agreements in all agreements</p> <p>Sub-recipients only: Community Development Block Grant Recipients Procurement Policy</p>
Appendix II (H)	Mandatory standards and policies relating to energy efficiency		<p>Currently the State of Iowa does not have a state energy plan that relate to energy efficient guidelines.</p> <p>Sub-recipients only: Community Development Block Grant Recipients Procurement Policy</p>
Appendix II (I)	Debarment and Suspension (Executive Orders 12549 and 12689)	IAC 117.18(8A)	<p>IEDA: Formal Request for Proposals bidders are required to sign a certification the contractor nor any of its principals: (a) are presently or have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal Agency or State Agency; (b) have within a three year period preceding this Proposal been convicted of, or had a civil judgment rendered against them for commission of fraud, a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of antitrust statutes; commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are presently indicted for or criminally or civilly charged by a government entity (federal, state, or local) with the</p>

			<p>commission of any of the offenses enumerated in (b) of this certification; and (d) have not within a three year period preceding this Proposal had one or more public transactions (federal, state, or local) terminated for cause.</p> <p>IEDA and all sub-recipients check the SAM database before contract award.</p> <p>Sub-recipients only: Community Development Block Grant Recipients Procurement Policy</p>
Appendix II (J)	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification.		<p>IEDA contracts address through Certification Regarding Government-Wide Restriction on Lobbying in an attachment for Additional Requirements for Federally-funded Agreements.</p> <p>Sub-recipients only: Community Development Block Grant Recipients Procurement Policy</p>

# PROCUREMENT POLICY

## Community Development Block Grant Subrecipients Procurement Policies and Procedures

2 *CFR* 200.317 provides that subrecipients of a state that is administering federal funds will follow sections 200.318 (General procurement standards) through 200.326 (Contract provisions). However, 24 *CFR* 570.489(g), set out in full below, enables states that administer Community Development Block Grant funds to adopt procurement standards other than those set out in 2 *CFR* Part 200 for units of local government that are subrecipients of CDBG funds.

*24 CFR 570.489 (g) Procurement:* When procuring property or services to be paid for in whole or in part with CDBG funds, the State shall follow its procurement policies and procedures. The State shall establish requirements for procurement policies and procedures for units of general local government, based on full and open competition. Methods of procurement (e.g., small purchase, sealed bids/formal advertising, competitive proposals, and noncompetitive proposals) and their applicability shall be specified by the State. Cost plus a percentage of cost and percentage of construction costs methods of contracting shall not be used. The policies and procedures shall also include standards of conduct governing employees engaged in the award or administration of contracts. (Other conflicts of interest are covered by § 570.489(h).) The State shall ensure that all purchase orders and contracts include any clauses required by Federal statutes, Executive orders, and implementing regulations. The State shall make subrecipient and contractor determinations in accordance with the standards in 2 *CFR* 200.330.

The State of Iowa, in its administration of the CDBG, hereby establishes the following procurement standards for subrecipients of CDBG funding that are units of local government.

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### Procurement Standards

#### **General** (Replaces 2 *CFR* 200.318)

Subrecipients of the CDBG program must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

The subrecipient alone shall be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the subrecipient of any contractual responsibilities under its contracts.

#### **Conflicts of Interest in Awarding Contracts** (Replaces 2 *CFR* 200.318)

The subrecipient must maintain written standards of conduct covering and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

If the subrecipient has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the subrecipient must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the subrecipient is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

IEDA may terminate contracts with any CDBG subrecipient that violates this policy and may require full repayment of funds issued to the subrecipient.

**Best Cost** (Replaces 2 CFR 200.318)

The subrecipient's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

The subrecipient is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

**Responsible Contractors** (Replaces 2 CFR 200.318)

The subrecipient must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

Awards must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

The subrecipient must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following:

1. rationale for the method of procurement
2. selection of contract type
3. contractor selection or rejection
4. the basis for the contract price

**Competition** (Replaces 2 CFR 200.319)

All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals shall be excluded from competing for such procurements. IEDA will consider requests for waivers of this provision. The subrecipient must make a sufficient showing that the number of contractors that provide the goods or services is insufficient that it is necessary to not exclude contractors that developed or drafted specifications, requirements, statements of work, or invitations for bids or requests for proposals.

Examples restrictions on competition include but are not limited to:

1. Placing unreasonable requirements on firms in order for them to qualify to do business;
2. Requiring unnecessary experience and excessive bonding;
3. Noncompetitive pricing practices between firms or between affiliated companies;
4. Noncompetitive contracts to consultants that are on retainer contracts;
5. Organizational conflicts of interest;
6. Specifying only a “brand name” product instead of allowing “an equivalent” product to be offered and describing the performance or other relevant requirements of the procurement; and
7. Any arbitrary action in the procurement process.

The subrecipient must conduct procurement in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal or State of Iowa law expressly mandates or encourages geographic preference. Nothing in this section preempts state licensing laws.

When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion, provided that an appropriate number of qualified firms remain, given the nature and size of the project, to compete for the contract.

The subrecipient must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

1. Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided. When it is impractical or not reasonably feasible to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and
2. Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

### **Types of Procurement** (Replaces 2 CFR 200.320) (based on Iowa Code section 11.117 & 11.118)

The procurement method used by the subrecipient is determined by what is being procured: construction, professional services (such as architectural, engineering, or technical services), or other general goods and/or services.

For construction, subrecipients shall refer to and follow Iowa Code chapter 26 (<https://www.legis.iowa.gov/docs/code/2022/26.pdf>). Be aware that there are differing contract dollar thresholds depending upon the type of project and the type of subrecipient (e.g., county, city with a population of less than 50,000, city with a population over 50,000, etc.). These thresholds are periodically updated; please check the Code for the most current information. Please also note that regardless of Iowa Code chapter 26, **HUD still requires that formal, competitive procurement, including construction bid notices, is published in a newspaper of general circulation.** If the project cost is

anticipated to be below the Chapter 26 threshold, then follow the “other general goods and/or services” procedures below.

For professional services (such as architectural, engineering, or technical services), subrecipients shall use a formal *competitive selection* process to procure the services. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. For more detail, see the fourth method of procurement below, “competitive proposals.”

For other general goods and/or services, subrecipients shall adhere to one of the four following methods depending upon anticipated *aggregate total purchase cost*, not individual line-item cost. Note that this may result in utilizing several methods of procurement. For example, if certain goods/services can be procured from a particular pool of vendors, that group of goods/services should be batched together, and the anticipated total purchase price of those items would determine the procurement method. The process would then be repeated for any remaining goods/services. Please note that regardless of price, any service (e.g., asbestos testing, archeological survey, etc.) requires a contract be drawn up and signed; the contract must include the CDBG required contract provisions. Purchases of goods/materials only, if less than \$5,000, do not require a contract.

1. **Small:** Estimated annual value does not exceed \$5,000 and does not exceed \$15,000 for multiyear contracts: The subrecipient does not need to solicit competitive quotations if the subrecipient considers the price to be reasonable. To the extent practicable, the subrecipient must distribute such procurement equitably among qualified suppliers.
2. **Simple:** Estimated annual value exceeds \$5,000 but less than \$50,000 per year and does not exceed \$150,000 for multiyear contracts: The subrecipient may use an informal competitive selection process to engage a service provider. Informal selection means price or rate quotations must be obtained from an adequate number of qualified sources. The subrecipient may contact the prospective service providers in person, by telephone, fax, email, or letter. The subrecipient should solicit at least three prospective service providers. The subrecipient must justify, to IEDA’s satisfaction, contacting fewer than three service providers. The justification shall be included in the contract file.
3. **Sealed bids:** (formal advertising): Estimated annual value exceeds \$50,000 per year and exceeds \$150,000 for multiyear contracts: **Bids** are publicly solicited (*i.e., published in a newspaper of general circulation*) and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price. A complete, adequate, and realistic specification or purchase description will be developed before bidding.

If this method is used, the following requirements apply:

1. Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, and the invitation for bids must be publicly advertised (not required for nonprofit entities);
2. The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

3. All bids will be opened at the time and place prescribed in the invitation for bids, and the bids must be opened publicly.
  4. The subrecipient shall enter into a firm fixed price contract award with the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
  5. Any or all bids may be rejected if there is a sound documented reason.
- 4. Competitive Proposals:** Estimated annual value exceeds \$50,000 per year and exceeds \$150,000 for multiyear contracts: The technique of **competitive proposals** is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when a sealed bidding process is not appropriate, generally for service contracts. Apart from **professional services** such as architectural/engineering (A/E) services or technical assistance (which uses this method regardless of contract price), this method is not commonly used for traditional CDBG projects. If you believe your projects warrants this method for anything other than the professional services identified above, please consult with your IEDA project manager prior to initiating the process.

If this method is used, the following requirements apply:

1. Requests for proposals must be publicized (*i.e., in a newspaper of general circulation*) and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
2. Proposals must be solicited from an adequate number of qualified sources;
3. The subrecipient must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
4. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
5. The subrecipient may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

Note: Noncompetitive proposals: Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

1. The item is available only from one possible source. This type of procurement is referred to as sole-source procurement;
2. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

3. The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or
4. After solicitation of a number of sources, competition is determined inadequate. This type of procurement is referred to as single-source procurement and must be approved by IEDA prior to entering into contract.

**Targeted Small Businesses – Minority, Disabled, and Woman Owned Businesses** (Replaces 2 CFR 200.321)

The subrecipient must take all necessary affirmative steps to ensure that minority businesses, women's business enterprises, businesses owned by disabled persons, and labor surplus area firms are used when possible.

Affirmative steps must include:

1. Placing qualified small and minority businesses, small women's business enterprises, and small businesses owned by disabled persons on solicitation lists. Link to a directory of Targeted Small Businesses in Iowa: <https://iowaeda.microsoftcrmportals.com/tsb-search/>;
2. Ensuring that Targeted Small Businesses are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by Targeted Small Businesses;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by Targeted Small Businesses;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration, the Minority Business Development Agency of the Department of Commerce and the Iowa Economic Development Targeted Small Business Program <https://www.iowaeconomicdevelopment.com/tsb>; and
6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

**Recycled Content and Products** (Replaces 2 CFR 200.322)

When appropriate, specifications shall include requirements for the use 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 subrecipient seeking the product can document that the use of recovered materials will impede the intended use of the product.

**Cost Analysis and Contract Price** (Replaces 2 CFR 200.323)

The subrecipient must perform a cost or price analysis in connection with every procurement action including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the subrecipient must make independent estimates before receiving bids or proposals.

The subrecipient must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk



borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the subrecipient under 2 CFR 200.402 – 406.

The cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used.

**Review of Procurement Documents and Procurement System** (Replaces 2 CFR 200.324)

The subrecipient must make available upon request pre-procurement review; procurement documents, such as requests for proposals or invitations for bids; or independent cost estimates, when:

1. Requested by IEDA;
2. The procurement is expected to exceed the small, simple and professional acquisition thresholds and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
3. The procurement, which is expected to exceed the small, simple and professional acquisition thresholds, specifies a "brand name" product;

IEDA Certification: The subrecipient may request that IEDA certify that its procurement system meets these standards.

Self-certification: The subrecipient may self-certify its procurement system. Such self-certification shall not limit IEDA's right to review and survey the system. If a subrecipient self-certifies its procurement system, the IEDA may rely on written assurances from the subrecipient that it is complying with these standards. The subrecipient must cite specific policies, procedures, regulations, or standards as compliant with these requirements and make its system available for review.

**Bonding** (Replaces 2 CFR 200.325)

For construction or facility improvement contracts or subcontracts for public improvement projects and multi-family residential buildings of eight units or more, the minimum requirements shall be as follows:

1. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must 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. A performance bond for 100 percent 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 contract.
3. A payment bond for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to ensure that the contractor will pay as required by law all persons supplying labor and material in the execution of the work provided for in the contract.

The subrecipient may petition IEDA to accept its bonding policy, provided that IEDA has made a determination that the Federal interest is adequately protected.

Recipients are expected to comply with all state requirements regarding bonding requirements for public improvement projects: <https://www.legis.iowa.gov/docs/code/2019/573.pdf>

Recipients should consult with their legal counsel to determine how state requirements may impact their CDBG project.

**Contract Provisions** (Replaces 2 CFR 200.326)

The subrecipient's contracts must contain the applicable provisions set out in Appendix II of the CDBG Management Guide

## PROCUREMENT-RELATED POLICIES

CDBG Recipients must adopt the IEDA CDBG Procurement Policies and procedures that are provided on the previous pages 11-17 of this Appendix 2 of the CDBG Management Guide.

A fillable PDF version of the **CDBG Procurement Policy** is available at:  
[https://www.iowaeda.com/UserDocs/procurement\\_policy.pdf](https://www.iowaeda.com/UserDocs/procurement_policy.pdf)

CDBG Recipients must also adopt a Conduct Codes as specified in the procurement policy under “Conflicts of Interest in Awarding Contracts.”

A fillable PDF version of the **Code of Conduct** is available at:  
[https://www.iowaeda.com/UserDocs/code\\_of\\_conduct.pdf](https://www.iowaeda.com/UserDocs/code_of_conduct.pdf)

CDBG Recipients must certify that they have (i.e., pre-award) and will (i.e., post-award) comply with the procurement requirements that come with the grant.

A fillable PDF version of the **Recipient Certification of Procurement Compliance** form is available at:  
[https://www.iowaeda.com/UserDocs/recipient\\_certification\\_of\\_procurement\\_compliance.pdf](https://www.iowaeda.com/UserDocs/recipient_certification_of_procurement_compliance.pdf)

# INSTRUCTIONS FOR PROCUREMENT OF SERVICES FOR CDBG-FUNDED PROJECTS

Local governments receiving CDBG funds must procure for services following the requirements of the procurement policy. The Iowa Economic Development Authority (IEDA) has developed these instructions to assist communities/ counties with the procurement process.

Procurement must be completed when selecting a firm for the following services:

- Engineering/architectural services (typically an RFQ for engineering/ RFP for DTR)
- Housing technical services (if CDBG award is for housing rehabilitation) (RFP)
- Grant administration (See note below) (RFP)

*Note-* If a local government is hiring their local regional council of government/ planning commission to handle grant administration for the project, procurement is not required for those services.

The steps below can be followed when conducting procurement for any of the above referenced services.

## **Step 1. Establish or appoint a local Selection Review Committee**

The city or county must establish a Selection Review Committee to determine the evaluation criteria and to rate proposals for services. This committee may consist of the entire local governing body (council/board of supervisors), a subset of this council/ board, as appointed by the Mayor/Chairman, or a combination of elected officials and city/county staff.

Cities/counties should have a minimum of two members on the committee.

*Committee members may not have any potential conflicts of interest with any of the individuals, firms, or agencies under review (e.g., family relationships, close friendships, business dealings) and no person who might potentially receive benefits from CDBG-assisted activities may participate in the selection, award, or administration of a contract supported by CDBG funding if he or she has a real or apparent conflict of interest.*

## **Step 2. Determine the Scope of Work**

Determine the scope of work needed to complete the project. The scope of work should describe the tasks that need to be completed and may include timeframes.

IEDA has developed sample RFP/RFQ documents that may be helpful to cities/counties when developing the scope of work. Sample documents can be found here:

<https://www.iowaeda.com/cdbg/management-guide>

Include the full the Section 3 clause in all RFP/RFQ's publications.

A city/county may wish to have a consultant or third party assist with the development of the scope of work. This may impact the firms or individuals that subsequently respond to the RFP/ RFQ. Please see the note below regarding the federal requirements on this issue.

*Note: A consultant that intends to respond to the RFP/RFQ cannot participate in the development or drafting of specifications, requirements, statements of work, or invitations for bids or requests for proposals, including, but not limited to, the development of the scoring criteria, the final selection of firms to be contacted, or the scoring of proposals. (See 2 CFR 200.319(a))*

## **Step 3. Determine the Selection Criteria to Evaluate Respondents**

Determine what evaluation criteria will be used to rate the proposals submitted to the city/county.

IEDA sample documents include evaluation criteria; however, a city/county may revise those for their own purposes. Sample documents can be found here:

<https://www.iowaeda.com/cdbg/management-guide>

When issuing an RFQ for professional services (engineering/ architecture), cost should not be included in the selection criteria.

*Note: Per the procurement policy requirements, geographic proximity cannot be included as an evaluation criterion.*

#### **Step 4. Develop the request for proposals (RFP) Package**

Develop an RFP/ RFQ document to provide to potential respondents. The document should include:

- Scope of work
- Evaluation criteria & scoring
- Submission deadline and instructions for submission
- Contact information for a local point of contact (to answer questions on the RFP/RFQ)
- “Intent to Comply with Section 3 Requirements”- this form must be signed by all bidders and returned with bid documents. This form is available here: <https://www.iowaeda.com/cdbg/management-guide>(Under “Appendix 8 Files”)

When developing the RFP document, it is important to make sure the city/county is asking for the appropriate information to evaluate the proposal. For example, if one of the evaluation criteria is experience with the CDBG program, the RFP/RFQ should ask respondents to include a description of their previous work with the CDBG program.

#### **Step 5. Check HUD Registry for Section 3 businesses**

Section 3 of the Housing and Urban Development Act of 1968 is HUD’s legislative directive for providing preference to low-income residents of the local community (regardless of race or gender), and the businesses that substantially employ these persons, for new employment, training and contracting opportunities resulting from HUD-funded projects. Communities should check the HUD registry for Section 3 businesses in the county in which the project is taking place. The registry is located here: <https://hudapps.hud.gov/OpportunityPortal/>

If a Section 3 business is located, the city should share the RFP package with that business, if the proposal is for the type of work or services that the company may provide.

#### **Step 6. Advertise (publish) the RFP/ RFQ**

Advertise RFP/RFQ in a locally distributed newspaper. This may be a paper published in the community, or a regional paper that is available locally.

When publishing the RFP/RFQ, cities/counties should allow adequate time between publication and the proposal deadline; this should allow time for firms to prepare their response. A good practice would be to allow at least two weeks from the publication date and the proposal deadline to encourage numerous responses.

IEDA has developed sample publications for cities/counties to use. These samples are available on the IEDA website: <https://www.iowaeda.com/cdbg/management-guide>

The city/county may also send the RFP/RFQ directly to firms or individuals that may be interested in responding. Direct solicitation may increase the number of responses submitted; however, this is not a requirement. Please note that direct solicitation does not relieve the Recipient from the requirement to publish the notice in a newspaper of general circulation.

#### **Step 7. Review and rate proposals**

After the submittal deadline, the committee should review and rate each of the proposals received. Committee members should use the evaluation criteria established in step 3 above. Each committee member should score the proposals; all scores can then be averaged to determine the highest scoring proposal. The firm with the highest average points should be selected.

*Note: For RFQs, when cost is not included in the evaluation criteria, cities/counties should select the highest-ranking proposal and then negotiate price with the firm. If an agreement cannot be reached,*

*cities/counties may move to the second highest rated proposal and attempt to negotiate cost. Once they have passed on a firm, a Recipient cannot go back to that firm to re-negotiate a price. If they are dissatisfied with the responses received, they must complete negotiations with all firms, rejected all proposals, and do the RFP/RFQ process over again.*

**Step 8. Approve the selected contractor and award contract**

The City Council/Board of Supervisors should have final authority to award the contract to the selected contractor. The review committee should present a recommendation to the governing board for final approval.

A contract for services should be prepared between the city/county and the selected contractor. The council/ board of supervisors may take separate action to approve the contract for services.

Note: Before any contract is executed, the city/county should ensure that all required federal language is included in the contract. Please contact IEDA with questions regarding this language.

**Step 9: Certification of Compliance**

The Mayor or Chairman should sign the Certification of Compliance form, located on page 30 of this Appendix. This form certifies that the city/county complied with 2 CFR 200.319 and that procurement was conducted in a manner providing full and open competition.

**Step 10: Record keeping**

The city/county must maintain and make available all documentation utilized during the RFP process, including but not limited to:

- Copy of the full RFP/RFQ
- Proof of publication of the RFP/ RFQ (photocopy with publisher's identification and publisher's affidavit)
- List of firms/individuals contacted for proposals (if applicable)
- Copies of proposals received
- Scoring sheet that shows the rankings for each of the submitted proposals
- Meeting minutes indicating the council/board approved the selection of the selected firm for services
- Executed contract for services with applicable federal language
- Documentation of any correspondence with a Section 3 business
- Signed Certification of Compliance form (p. 30 of this Appendix)

## **SAMPLE EVALUATION CRITERIA FOR RECIPIENT USE IN THE PROCUREMENT OF PROFESSIONAL SERVICES**

In accordance with the procurement policy, the procurement standards applicable to all recipients, contractual agreements entered into by the recipient can only be made to responsible firms/individuals that possess the ability to perform successfully under the terms and conditions of the proposed procurement. When a recipient uses the “competitive proposals” method of procurement (used for the procurement of professional services – typically an RFP for Administration & an RFQ for engineering services), the requests for proposals or requests for qualifications need to identify all evaluation criteria and their relative importance if not equally weighted. Recipients must have a method for conducting technical evaluations of the proposals or qualifications received and for selecting awardees.

To assist recipients in formulating evaluation criteria, the following is a list of items that could be used for this purpose:

- The firm’s past experience with similar projects;
- Recipient’s familiarity with the firm;
- The firm’s availability of staff/capability of staff;
- The firm’s technical and financial resources;
- The firm’s ability to complete projects in a timely manner and within budgetary constraints;
- The firm’s integrity and compliance with public policy;
- The firm is a MBE/WBE, small, and/or within the grantee’s Section 3 area (county);
- The firm is not on HUD’s or DOL’s debarred or suspended lists; and
- Cost (NOTE: In the procurement of architectural/engineering (A/E – RFQ) services, “cost” is not a consideration until after the selection process is completed. Fair and reasonable compensation is then negotiated with the selected firm(s)).

**Any firm submitting a proposal MUST also submit an INTENT TO COMPLY WITH SECTION 3 REQUIREMENTS Form (found in Appendix 8).**

Solicitation or procurement of these services include formal notices, mailed directly to several firms that perform said services; and, are published in the local newspaper of general circulation; as well as posted to applicable clearinghouses and the recipients web page, if available.

Procurement also requires formal council/board action to solicit, review, score and award the above actions.

## **SAMPLE EVALUATION CRITERIA FOR RECIPIENT USE IN THE PROCUREMENT OF ARCHITECTURAL DESIGN, CONSTRUCTION MANAGEMENT, AND/OR CONSTRUCTION ACTIVITIES**

In accordance with the procurement policy, the procurement standards applicable to all recipients, contractual agreements entered into by the recipient can only be made to responsible firms/individuals that possess the ability to perform successfully under the terms and conditions of the proposed procurement. When a recipient uses the “competitive proposals” method of procurement (used for the procurement of professional services – typically an RFP for Administration or Technical Assistance or architectural DTR services, (RFQ typically for engineering services)), the requests for proposals or requests for qualifications need to identify all evaluation criteria and their relative importance if not equally weighted. Recipients must have a method for conducting technical evaluations of the proposals or qualifications received and for selecting awardees.

To assist recipients in formulating evaluation criteria, the following is a list of items that could be used for this purpose:

- The firm’s past experience with projects of a similar size and nature;
- Firm’s familiarity with the recipient community;
- The firm’s availability of staff & the capacity of staff;
- The firm’s available technical and financial resources;
- The firm’s past experience with state or federal funding sources;
- The firm’s past experience with historic preservation procedure, technical assistance processes and rehabilitation guidelines, as appropriate;
- The firm’s past ability to complete projects in a timely manner and within budgetary constraints;
- The firm’s past ability to accurately estimate costs;
- The firm’s integrity and compliance with public policy;
- The experience and quality of any proposed subcontracting firms
- The relevance of provided references;
- The firm’s experience with Iowa Green Streets requirements;
- If the firm is a MBE/WBE, or small, and/or within the grantee’s Section 3 area (county);
- The firm is not on HUD’s or DOL’s debarred or suspended lists; and
- Cost (NOTE: In the procurement of architectural/engineering (A/E-RFQ) services, “cost” is not a consideration until after the selection process is completed. Fair and reasonable compensation is then negotiated with the selected firm(s)).

**Any firm submitting a proposal MUST also submit an INTENT TO COMPLY WITH SECTION 3 REQUIREMENTS Form (found in Appendix 8)**

Solicitation or procurement of these services include formal notices, mailed directly to several firms that perform said services; and, are published in the local newspaper of general circulation; as well as posted to applicable clearinghouses and the recipients web page, if available.

Procurement also requires formal council/board authorization to solicit, review, score and award the above actions.



# PROCUREMENT FREQUENTLY ASKED QUESTIONS

## 1. Can consultants/agencies assist communities with the procurement process?

If the consultant/agency plans to respond to the RFP/ RFQ for services they may NOT assist or be involved in any part of the procurement process. This includes developing procurement documents, developing scoring sheets, providing examples or templates for communities, assisting with advertising the RFP/RFQ.

If a community would like assistance or has questions regarding the RFP/RFQ process, the consultant/ agency should refer the community to IEDA.

## 2. Can a Council of Governments (COG) assist a community with procurement of an engineer or architect?

Yes. If the consultant/ agency does not plan to respond to the RFP/RFQ, then they may provide assistance. Because a COG would not respond to an RFP/RFQ for engineering or architectural services, they may assist a community with procurement of an engineer or architect.

## 3. If a community plans to seek CDBG funding, when should they complete procurement?

Based on changes made in 2 CFR 200, communities should procure for ALL services at the time prior to applying for CDBG funds. This includes all engineering & architectural services, grant administration services, and technical services:

- Communities should procure for preliminary design, final design, and construction management services at the same time, through one procurement process.
- Communities should procure for grant administration prior to applying for CDBG funds.
- Communities should procure for technical services prior to applying for CDBG funds.

Note: A community may *contract separately* for services if those services are procured concurrently. For example, if a community procures for all engineering services for a project, the community may enter into separate contracts at separate times for preliminary design and final design. Procuring for all services at the same time would not require a city to enter into one contract for all services. Indeed, a community *cannot* enter into a contract for certain services until after Release of Funds, so this is a crucial distinction.

## 4. When is an engineer/ architect prohibited from bidding on an RFQ/RFP?

All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, and invitations for bids or requests for proposals must be excluded from competing for such procurements. If an engineer/ architect assisted with any part of the RFP/ RFQ process, they cannot respond to that RFP/RFQ.

- 5. An engineer has previously prepared a study (PER or facility plan) for a community. The study discusses the proposed CDBG project, along with several other potential projects. The city is now procuring for engineering services for the CDBG project. Is the engineer that prepared the plan prohibited from responding to the RFQ?**

If the engineer has only developed a study and has not completed project specific work, then the engineer may respond to the RFQ.

- 6. Do bid specs and RFPs have to be published in a newspaper?**

Yes, in order to be in compliance with HUD, bid notices and RFP notices must be publicly advertised. This means that the notices must be published in a newspaper of general circulation. If a community does not have their own newspaper, you must go to the nearest one that will serve those residents.

- 7. Can a consultant/agency refer a community to another consultant/agency for assistance with development of RFP/ RFQ materials?**

Yes. Consultants/agencies may refer a community to another consultant/agency for assistance with the RFP process. This would allow the referring agency to bid on the proposed work, as they would not have been involved with or provided assistance to the community. However, to avoid conflicts of interest, the consultants/agencies must be separate entities/ organizations and may not share leadership or management roles (i.e., member of one entity serves on a board of another). Please check with IEDA on any questions you may have on this issue as it relates to potential conflicts.

# **Civil Rights and Fair Housing**



# CIVIL RIGHTS-FAIR HOUSING-EQUAL OPPORTUNITY APPLICABLE LAWS AND REGULATIONS

## Civil Rights – Fair Housing – Equal Opportunity Laws & Regulations That Apply When Using Federal CDBG Funds

**THE CIVIL RIGHTS ACT** – Title VI of the Civil Rights Act of 1964 provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity receiving Federal financial assistance.

**THE FAIR HOUSING ACT**—Title VIII of the Civil Rights Act of 1968 (Fair Housing Act) prohibits discrimination in housing on the basis of race, color, religion, sex, disability, familial status, or national origin. This law also mandates that you administer your program in a manner that affirmatively furthers fair housing. It was amended in 1988 to affirmatively further fair housing. **In order for you to affirmatively further fair housing, you can use the official equal housing opportunity logo on any advertising and brochures that you produce about your program, use it on your city/company letterhead, or sponsor fair housing training for landlords, real estate agents and lenders. A copy of the Equal Housing Opportunity Logo can be found in your Management Guide.**

**SECTION 109, HOUSING & COMMUNITY DEVELOPMENT ACT OF 1974** provides that no person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under Title I of the Housing and Community Development Act of 1974.

**EXECUTIVE ORDERS 11625, 12432, 12138 AND OMB CIRCULAR 2 CFR part 200** provide that, you as a grantee, shall take affirmative steps to assure that small and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Paragraph 9(b) requires that the grantee take similar appropriate affirmative action in support of women's business enterprises. **In order to comply with this, you may solicit minority and women businesses by notifying the MBE/WBE clearinghouses List that is in your Management Guide. A List of Minority Business Enterprises/Women-Owned Business Enterprises is also available from the Iowa Economic Development Authority.**

**SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968, AS AMENDED** is HUD's legislative directive for providing preference to public housing residents and low-income residents of the local community (regardless of race or gender), and the businesses that substantially employ these persons, for new employment, training and contracting opportunities resulting from HUD-funded projects. The regulations seek to ensure that public housing residents and low- and very low- income persons, and the businesses that employ these individuals, are notified about the expenditure of HUD funds in their community and encouraged to seek opportunities, if created. **Please refer to Chapter 8 & Appendix 8 of this Guide for instructions on compliance with Section 3.**

**SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED** provides that no otherwise qualified handicapped individual in the United States, shall solely by reason of his/her handicap be excluded from the participation in, be denied the benefits of, or be discriminated against under any program or activity receiving Federal financial assistance. **In order to comply with section 504, it requires housing units of new construction be accessible to persons with disabilities. A minimum of 5 percent of the total dwelling units in a multi-family housing project shall be made accessible for persons with mobility impairments. An additional 2 percent of units in such a project shall be accessible for persons with hearing or vision impairments. Work closely with your architect.**

**AGE DISCRIMINATION ACT OF 1975, AS AMENDED** provides that no persons in the United States shall, 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. It is not a violation of the Act for a HOME PJ or its housing partner(s) to operate elderly-only housing since the HOME statute permits such housing.

**AMERICANS WITH DISABILITIES ACT (ADA).** Title II of the Americans with Disabilities Act (ADA) prohibits discrimination against persons with disabilities in all programs, activities, and services of a public entity. The prohibitions against discrimination under Title II of the ADA are essentially the same as those in Section 504, except they apply to all programs, activities, and services of a public entity, not just those funded with Federal financial assistance.

**EXECUTIVE ORDER 11063, as amended by Executive Order 12259** provides that no person in the United States because of race, color, sex, creed or national origin, shall be denied equal opportunity in housing and related facilities owned or operated by the Federal Government or provided with Federal financial assistance. **If you are a city or county receiving CDBG funds, the city or county must provide equal opportunity to all employees, applicants, and beneficiaries in a manner that doesn't discriminate.**

**An Equal Opportunity Policy must be posted**

**-in a conspicuous place—such as the city hall lobby,**

**-distributed to all employees, contractors, and**

**-to the persons of all advisory and policy making groups**

**A Sample “Equal Opportunity Policy” form can be found in the Management Guide Appendix.**

**EXECUTIVE ORDER 11246** provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in any phase of **employment** during the performance of Federal or federally-assisted construction contracts in excess of \$10,000.

**PROHIBITION OF THE USE OF EXCESSIVE FORCE –** If the recipient is a local government, it shall **adopt and enforce a policy** to prohibit the use of excessive force by law enforcement agencies within their jurisdiction against any individuals engaged in nonviolent civil rights demonstrations and enforce state and local laws against physically barring entrance to or exit from a facility subject to nonviolent civil rights demonstrations. **There is a sample “Excessive Force Policy” in your Management Guide.**

**IOWA CIVIL RIGHTS ACT OF 1965** This Act mirrors the Federal Civil Rights Act.

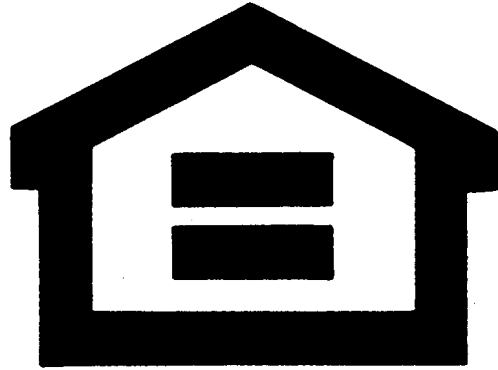
**IOWA CODE SECTION 19B.7** This prohibits discriminatory and unfair practices within any program receiving or benefiting from state financial assistance in whole or in part.

**Iowa Code chapter 216 Effective** July 1, 2007, the Iowa Civil Rights Act was expanded to add sexual orientation and gender identity to the list of protected classes.

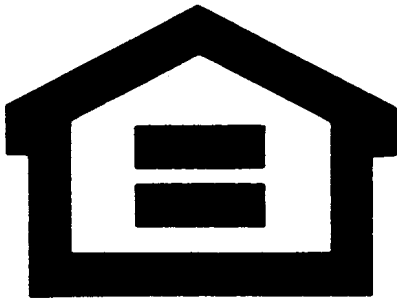
# HUD Equal Housing Opportunity Slogan and Logo



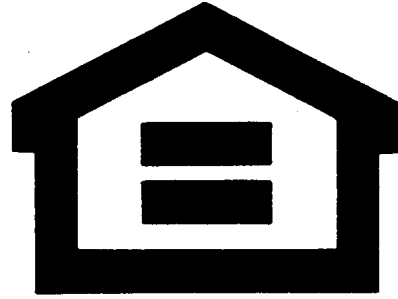
**EQUAL HOUSING  
OPPORTUNITY**



**EQUAL HOUSING  
OPPORTUNITY**



**EQUAL HOUSING  
OPPORTUNITY**



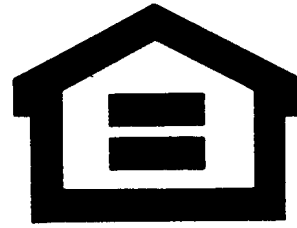
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OPPORTUNITY**



**EQUAL HOUSING  
OPPORTUNITY**



**EQUAL HOUSING  
OPPORTUNITY**

# CLEARINGHOUSES FOR SOLICITATION OF MINORITY-OWNED AND FEMALE-OWNED BUSINESSES

## **Small Business Administration District Office**

210 Walnut Street, Room 749  
Federal Building  
Des Moines, IA 50309  
Contact Person: Jayne Armstrong  
515/284-4913  
<http://www.sba.gov/offices/district/ia/des-moines>

## **Siouxland Construction Alliance**

3900 Stadium Drive  
Sioux City, IA 51106  
712/255-9730  
<http://www.siouxlandconstructionalliance.com>

## **Illinois MBDA Business Center**

31 S Grove Ave  
Elgin, IL 60120  
630/526-1063  
<https://www.mbda.gov/business-center-illinois-mbda-business-center>

## **National Association of Women in Construction (NAWIC)**

327 S. Adams Street  
Fort Worth, TX 76104  
Toll Free: 800-552-3506  
Fax: 817-877-0324  
Web: [www.nawic.org](http://www.nawic.org)

### Iowa Chapters

#80 - Greater Des Moines  
<https://www.nawicdesmoines.org>

#160 - Cedar Rapids/Iowa City  
<https://www.nawiccr160.org/contact>

## CONSTRUCTION UPDATE PLAN ROOMS

*For more information, visit <http://www.mbionline.com>*

### **Master Builders of Iowa/Construction Update Plan Room**

221 Park Street  
PO Box 695  
Des Moines, IA 50306  
Phone: 515-288-8904 or 1-800-362-2578  
Fax: 515-288-8718

### **Construction Update Plan Room, Fort Dodge**

24 N. 9<sup>th</sup> Street, Suite A  
Fort Dodge, IA 50501-4251  
Phone: 515-955-5500  
Fax: 515-955-3245

### **North Iowa Builders Exchange**

9 N. Federal  
Mason City, IA 50401-3228  
Phone: 641-423-5334  
Fax: 641-423-5725  
<https://buildingnorthiowa.com>

### **Master Builders of Iowa - Omaha Builders Exchange Office**

4255 S. 94<sup>th</sup> St.  
Omaha, NE 68127-1223  
Phone: (402) 593-6908  
Fax: (402) 593-6912

# MANDATORY AND ELECTIVE ACTIONS TO AFFIRMATIVELY FURTHER FAIR HOUSING

## Fair Housing Strategies for communities participating in the CDBG program

In order to ensure that grantees are fulfilling their requirement to affirmatively further fair housing, all units of local government applying for and receiving Community Development Block Grant (CDBG) funds from the State must document how they are meeting their fair housing obligations. A unit of local government can participate in the State's CDBG Program by agreeing to implement all mandatory actions and at least one elective activity appropriate to the conditions and needs in its area. The selected elective activities are of the local government's choice chosen from the list below. All grantees receiving CDBG funds through the State must complete the mandatory strategies and at least one elective strategy regardless of whether they are using CDBG funds for housing activities. The implementation of the mandatory strategies must be carried out each year for which the jurisdiction has received HUD funds through IEDA. This may be achieved through the posting of the information in a conspicuous public place and/or publication in a local newspaper of general circulation.

### **Mandatory activities to promote Fair Housing:**

Communities/counties receiving CDBG funds must complete the following and implement them during the CDBG contract period:

1. Advertise, publicize and pass an affirmative fair housing policy that will certify that the local government adheres to the requirements of the federal Fair Housing Act and the Iowa Civil Rights Act of 1965 (adoption and use of the Equal Housing Opportunity logo and the Equal Housing Opportunity statement), and
2. Identify and publish the name and contact information of a Discrimination Complaint Officer within the agency or jurisdiction for any housing-related bias or discrimination complaint, and
3. Refer housing discrimination complaints and assist in filing complaints with the Iowa Civil Rights Commission, the U.S. Department of Housing & Urban Development, or a local civil rights commission.

*Note: a fillable PDF version of the **Affirmative Fair Housing Policy** is available here:*

[https://www.iowaeda.com/UserDocs/affirmative\\_fair\\_housing\\_policy.pdf](https://www.iowaeda.com/UserDocs/affirmative_fair_housing_policy.pdf) Once adopted, if made public it can serve as the notice as well.

### **Elective activities to promote Fair Housing:**

Communities/counties receiving CDBG funds must also complete one of the following activities and implement it during the contract period:

1. Advertise the availability of housing and related assistance to population groups that are least likely to apply through various forms of media (i.e. radio stations, posters, flyers, newspapers, Facebook, city web page) in English and other languages spoken by eligible families within the project service area
2. Include a flyer about fair housing in a local utility or tax bill and send it to every household in the municipality
3. Have the Responsible Entity staff attend a fair housing training or conference.



4. Organize a local letter writing campaign to local legislators and/or local government about the need to fund and support fair housing programs
5. Sponsor trainings for realtors, bankers, landlords, homebuyers, tenants, public housing authority and other city/town employees to educate them on their fair housing rights and responsibilities. This activity MUST be done in collaboration with the Iowa Civil Rights Commission or a local civil rights commission.
6. Provide training/educational programs about fair housing for financial, real estate, and property-management professionals at local firms, including their obligations to comply with the federal Fair Housing Act and the Iowa Civil Rights Act of 1965 (this can be done by partnering with a bank, board of realtors association, or other local group and helping to sponsor a program taught by a qualified entity such as ICRC)
7. Conduct meetings with advocacy groups for members of the protected classes (i.e. persons with disabilities, immigrants, refugees, etc.) on the availability of affordable and accessible housing and determine housing needs to plan future projects
8. Establish and/or fund fair housing organizations in areas where there are no such organizations
9. Conduct fair housing testing to ensure that local housing providers and/or lenders do not discriminate (fair housing testing must be conducted by a HUD-certified fair housing agency)
10. Assist Housing Choice Voucher program participants to help locate and secure housing outside of racially concentrated areas of poverty (RCAPs) or near-RCAPs
11. Conduct outreach to housing providers and housing developers to discuss affordable and accessible housing needs in RCAPs and near-RCAPs
12. Evaluate the local zoning ordinance against the fair housing benchmarks identified in this AI, using the Zoning Risk Assessment Tool. Evaluate the need for amendments to the zoning ordinance and make them.
13. Organize a tester recruitment event in collaboration with the Iowa Civil Rights Commission to help document instances of housing discrimination

# Labor Standards



## **CDBG PROJECT SIGN SPECIFICATIONS**

Specifications for CDBG project signs are available on the IEDA website here:

<https://www.iowaeda.com/cdbg/program-guidance/>

**Temporary CDBG project sign specifications:**

[https://www.iowaeda.com/UserDocs/cdbg\\_projectsign.pdf](https://www.iowaeda.com/UserDocs/cdbg_projectsign.pdf)

**Temporary construction sign for jointly funded projects:**

[https://www.iowaeda.com/UserDocs/cdbg\\_usda-rd\\_projectsign.pdf](https://www.iowaeda.com/UserDocs/cdbg_usda-rd_projectsign.pdf)

## LABOR STANDARDS FORMS

Please use the following links to access the current Labor Standards forms:

- Payroll form: <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf>
- Federal Labor Standards Compliant Intake Form:  
<https://www.hud.gov/sites/dfiles/OCHCO/documents/4731.pdf>
- Record of Employee Interview (i.e., Davis Bacon labor interview), instructions and form, in English: <https://www.hud.gov/sites/dfiles/OCHCO/documents/11.pdf>
- Record of Employee Interview (i.e., Davis Bacon labor interview), instructions and form, in Spanish: <https://www.hud.gov/sites/dfiles/OCHCO/documents/11SP.pdf>

All of these links, including other Labor Standards forms and materials, are located on the CDBG Management Guide portion of the IEDA website: <https://www.iowaeda.com/cdbg/management-guide/>



*Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining data needed, and completing and reviewing the collection of information. The information is considered non-sensitive and does not require special protection. This information is required to obtain benefits. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.*

Employers engaged on HUD-assisted construction projects subject to Davis-Bacon wage requirements must pay no less than the wages determined to be prevailing by the Secretary of Labor to all laborers and mechanics engaged on the construction work. On occasion, the applicable Davis-Bacon wage decision does not contain all of the work classifications and wage rates needed to complete the construction work. This information collection facilitates the addition of needed work classifications and wage rates for the construction work involved. This form is used by HUD and local agencies administering HUD programs to report employer request(s) for additional classification and wage rates so that an appropriate wage rate can be approved by the Department of Labor for the construction work. This information collection is required by Department of Labor regulations at 29 CFR 5.5. While no assurances of confidentiality are pledged to respondents, HUD generally discloses these data only in response to a Freedom of Information request.

**Instructions**

General:

**Contractors/Employers: Do not need to complete this form.** Submit a written, signed request to the responsible contracting agency naming the work classifications and the wage rates, including any fringe benefits, that are proposed.

**Local Agency Staff: Complete items 2 through 10.** Submit one copy of this form to the responsible HUD Labor Relations Office with a copy of the applicable Davis-Bacon wage decision and the written request from the employer naming the work classifications and wage rates that are proposed. (The employer’s request must be made in writing and must be signed.)

1. For HUD or State CDBG Office use. Enter the name and address of HUD Office (or State CDBG office) submitting the report and to which the DOL reply should be sent.
2. Enter the name and number of the project or contract involved.
3. Enter the location of the project involved: city, county and state.
4. Describe the construction involved, e.g., new construction or rehabilitation, number and type of buildings, number of stories, number of units (as applicable). For example, new construction: 3 – 4-story buildings; 120 units.
5. Enter the character of construction as defined by DOL for Davis-Bacon prevailing wage rate purposes.
6. Enter the number of the Davis-Bacon wage decision applicable to the construction work. Include the number of wage decision modifications (if any) applicable to the work.
7. Enter the effective date of the wage decision for the project. (See DOL regulations at 29 CFR 1.6.)
8. Enter the work classifications and corresponding hourly basic wage rates and fringe benefit rates (if any) requested.
9. Self-explanatory.
10. If the requesting employer is not the prime contractor, enter the name and address of the subcontractor/employer making the request.

Remainder of Form: HUD Labor Relations/State CDBG use.

HUD Labor Relations/State CDBG Staff: Evaluate the employer’s request against the criteria for approval (see DOL Regulations, 29 CFR Part 5, and related contract labor standards provisions). The criteria are reflected in “checklist” form to ensure that each factor is considered and to ensure that supporting documentation, including a copy of the applicable wage decision, is attached. Check the box next to each criterion that is met; do not check the box next to any criterion that is not met.

If the request meets all criteria, check the appropriate box, enter the name and telephone number of the HUD/State CDBG agency representative, and sign and date the form. Submit one copy of the completed form to the DOL with a copy of the applicable Davis-Bacon wage decision and the written request from the employer involved.

If the request fails to pass all criteria, check the appropriate box, enter agency contact information, and sign and date the form. Submit one copy of the completed form to the DOL with a copy of the applicable Davis-Bacon wage decision, the written request from the employer involved, and a cover letter explaining how the employer’s request failed to meet one or more of the criteria.

Submission of Report

Completed forms shall be sent to: Branch of Construction Wage Determinations  
U.S. Department of Labor  
200 Constitution Avenue, NW  
Room S-3014  
Washington, DC 20210

Previous editions are obsolete

## LINKS TO JOB SITE POSTERS AND FEDERAL LABOR STANDARDS PROVISIONS

Actual job site posters and Federal Labor Standards provisions will be sent to you along with the wage determination, payroll forms, and other labor materials. These links are provided for your reference.

Job site posters are to be posted prominently at the job site where they can be seen by employees and applicants for employment.

**WHD 1321 -- Employee Rights Poster - English**

<https://www.dol.gov/whd/regs/compliance/posters/fedprojc.pdf>

**WHD 1321 -- Employee Rights Poster – Spanish**

<https://www.dol.gov/whd/regs/compliance/posters/davispan.pdf>

**OSHA -- Job Safety and Health – It’s The Law – English**

<https://www.osha.gov/Publications/osha3165.pdf>

**OSHA -- Job Safety and Health – It’s The Law – Spanish**

<https://www.osha.gov/Publications/osha3167.pdf>

**OFCCP Equal Employment Opportunity Is The Law - English**

[https://www.eeoc.gov/sites/default/files/migrated\\_files/employers/eeoc\\_self\\_print\\_poster.pdf](https://www.eeoc.gov/sites/default/files/migrated_files/employers/eeoc_self_print_poster.pdf)

**OFCCP Equal Employment Opportunity Is The Law - Spanish**

[https://www.eeoc.gov/sites/default/files/migrated\\_files/employers/eeoc\\_self\\_print\\_poster\\_spanish.pdf](https://www.eeoc.gov/sites/default/files/migrated_files/employers/eeoc_self_print_poster_spanish.pdf)

**HUD Form 928.1 -- Equal Housing Opportunity - English**

<https://www.hud.gov/sites/documents/928.1.PDF>

**HUD Form 928.1A -- Equal Housing Opportunity - Spanish**

<https://www.hud.gov/sites/documents/SPANISH.PDF>

Please note that Federal Labor Standards provisions, in their entirety, must be included with all bid documents and contracts.

**HUD-4010 - Federal Labor Standards Provisions**

[www.hud.gov/sites/dfiles/OCHCO/documents/4010.pdf](http://www.hud.gov/sites/dfiles/OCHCO/documents/4010.pdf)

# Required Contract Provisions





# REQUIRED CONTRACT LANGUAGE AND PROVISIONS

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 records, including supporting documentation, for the greater of three years after the date the Recipient is notified that the State CDBG contract has been closed with HUD..*

*At any time during normal business hours and as frequently as is deemed necessary, the contractor shall make available to the Iowa Economic Development Authority, 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.
- Federal Executive Order 11063, as amended by Executive Order 12259  
*Equal Opportunity Housing*
- 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).

*The purpose of section 3 of the Housing and Urban Development Act of 1968 ( 12 U.S.C. 1701u) (section 3) is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.*

### **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. 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. 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. Recycled Materials**

The contractor agrees to comply with all the requirements of Code of Iowa chapter 8A.315-317 and Iowa Administrative Code chapter 11-117.6(5) — Recycled Product and Content which states:

When appropriate, specifications shall include requirements for the use 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 subrecipient seeking the product can document that the use of recovered materials will impede the intended use of the product.

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

The Contractor must provide information as necessary and as requested by the Iowa Economic Development Authority for the purpose of fulfilling all reporting requirements related to the CDBG program.

## **8. Build America, Buy America Requirements**

The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

### **ALL CONTRACTS IN EXCESS OF \$10,000**

#### **Federal Executive Orders 11246 and 11375:**

*Provides that no one be discriminated in employment.*

"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 affirmative 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**

### **Clean Air and Water Acts:**

- 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. *Providing administration of the Clean Air and Water Acts*

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**

### **Federal Labor Standards**

In addition to the preceding provisions, all construction contracts in excess of \$2,000 must include the Federal Labor Standards Provisions (verbatim) found in Appendix 2 under Required Contract Provisions. (Housing rehabilitation contracts of less than 8 units are excluded from this requirement.)

Federal Labor Standards Provisions (verbatim) found in Appendix 2, including:

- Davis-Bacon and Related Acts
- Contract Work Hours and Safety Standard Act
- Copeland Anti-kickback Act

# **Build America, Buy America**



## BABA FORMS, WAIVERS, AND RESOURCES

The following BABA materials are found on the IEDA website here, under “CDBG Management Guide – Fillable Forms PDFs” (Appendix 2) <https://www.iowaeda.com/cdbg/management-guide/>

- Claim Self-Certification Form
- BABA Waiver Request
- Project Items BABA Status Worksheet

# LANGUAGE FOR INCLUSION IN BIDS AND SUBCONTRACTS

## Build America, Buy America Procurement Bid Language

### Sample Language for Inclusion into Professional Services Agreements

This agreement is for professional services related to a project that is subject to the Build America, Buy America Act (BABA) requirements under Title IX of the Infrastructure Investment and Jobs Act (“IIJA”), Pub. L. 177-58. While professional services are not subject to BABA, the Provider understands that they are responsible for ensuring that, absent a waiver by the Department of Housing and Urban Development, Provider shall not approve for use in this project, any iron, steel, manufactured products, or construction materials unless such materials have been produced in the United States. Provider shall obtain all necessary compliance certificates for work that is within provider’s scope of work. Failure to do so shall be a default under this agreement. Guidance on complying with BABA is outlined by Office of Management and Budget’s Memorandum M-24-02, Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

### Sample Language for Inclusion into Advertisement for Bids

This agreement is for services related to a project that is subject to the Build America, Buy America Act (BABA) requirements under Title IX of the Infrastructure Investment and Jobs Act (“IIJA”), Pub. L. 177-58. Absent an approved waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States, as further outlined by the Office of Management and Budget’s Memorandum M-24-02, Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

Contractor shall include Manufacturer’s Certification for BABA requirements for all BABA-covered items to be incorporated into the infrastructure project. Contractor shall comply with BABA requirements, including coordination with manufacturers, distributors, and suppliers to correct deficiencies in any BABA documentation.

For any change orders, Contractor shall provide BABA documentation for any new products or materials required by the change.

Contractor shall designate the responsible parties for determining the final classifications for all project items.

# Acquisition





# WHEN A PUBLIC AGENCY ACQUIRES YOUR PROPERTY

U.S. Department of Housing  
And Urban Development  
Office of Community Planning and Development

[www.hud.gov/relocation](http://www.hud.gov/relocation)

## Introduction

This booklet describes important features of the **Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, as amended (URA) and provides general information about public acquisition of real property (real estate) that should be useful to you.

Most acquisitions of real property by a public agency for a Federal project or a project in which Federal funds are used are covered by the URA. If you are notified that your property will be acquired for such a project, it is important that you learn your rights under this important law.

This booklet may not answer all of your questions. If you have more questions about the acquisition of your property, contact the Agency responsible for the project. (Check the back of this booklet for the name of the person to contact at the Agency.) Ask your questions before you sell your property. Afterwards, it may be too late.

## General Questions

### **What Right Has Any Public Agency To Acquire My Property?**

The Federal Government and every State government have certain powers which are necessary for them to operate effectively. For example, they have the power to levy taxes and the power to maintain order. Another government power is the power to acquire private property for public purposes. This is known as the power of eminent domain.

The rights of each of us are protected, however, by the Fifth and Fourteenth Amendments of the U.S. Constitution and by State constitutions and eminent domain laws which guarantee that if a public agency takes private property it must pay "just compensation" to the owner. The URA provides additional protections, as explained in this booklet.

### **Who Made The Decision To Buy My Property?**

The decision to acquire a property for a public project usually involves many persons and many determinations. The final determination to proceed with the project is made only after a thorough review which may include public hearings to obtain the views of interested citizens.

If you have any questions about the project or the selection of your property for acquisition, you should ask a representative of the Agency which is responsible for the project.

### **How Will The Agency Determine How Much To Offer Me For My Property?**

Before making you an offer, the Agency will obtain at least one appraisal of your property by a competent real property appraiser who is familiar with local property values. The appraiser will inspect your property and prepare a report that includes his or her professional opinion of its current fair market value. After the appraiser has completed his work, a review appraiser will examine the appraisal report to assure that the estimate is fair and the work conforms with professional appraisal standards.

The Agency must offer you "just compensation" for your property. This amount cannot be less than the appraised fair market value of the property. "Just compensation" for your property does not take into account your relocation needs. If you are eligible for relocation assistance, it will be additional.

## **What Is Fair Market Value?**

Fair market value is sometimes defined as that amount of money which would probably be paid for a property in a sale between a willing seller, who does not have to sell, and a willing buyer, who does not have to buy. In some areas a different term or definition may be used.

The fair market value of a property is generally considered to be "just compensation." Fair market value does not take into account intangible elements such as sentimental value, good will, business profits, or any special value that your property may have for you or for the Agency.

## **How Does An Appraiser Determine The Fair Market Value Of My Property?**

Each parcel of real property is different and therefore no single formula can be devised to appraise all properties. Among the factors an appraiser typically considers in estimating the value of real property are:

- How it compares with similar properties in the area that have been sold recently.
- How much rental income it could produce.
- How much it would cost to reproduce the buildings and other structures, less any depreciation.

## **Will I Have A Chance To Talk To The Appraiser?**

Yes. You will be contacted and given the opportunity to accompany the appraiser on his or her inspection of your property. You may then inform the appraiser of any special features which you believe may add to the value of your property. It is in your best interest to provide the appraiser with all the useful information you can in order to insure that nothing of allowable value will be overlooked. If you are unable to meet with the appraiser, you may wish to have a person who is familiar with your property represent you.

## **How Soon Will I Receive A Written Purchase Offer?**

Generally, this will depend on the amount of work required to appraise your property. In the case of a typical single-family house, it is usually possible to make a written purchase offer within 45 to 60 days of the date an appraiser is selected to appraise the property.

Promptly after the appraisal has been reviewed (and any necessary corrections obtained), the Agency will determine just compensation and give you a written purchase offer in that amount along with a "summary statement," explaining the basis for the offer. No negotiations are to take place before you receive the written purchase offer and summary statement.

## **What Is In The Summary Statement Of The Basis For The Offer Of Just Compensation?**

The summary statement of the basis for the offer of just compensation will include:

- An accurate description of the property and the interest in the property to be acquired.
- A statement of the amount offered as just compensation. (If only part of the property is to be acquired, the compensation for the part to be acquired and the compensation for damages, if any, to the remaining part will be separately stated.)
- A list of the buildings and other improvements covered by the offer. (If there is a separately held interest in the property not owned by you and not covered by the offer (e.g., a tenant-owned improvement), it will be so identified.)

## **Must I Accept The Agency's Offer?**

No. You are entitled to present your evidence as to the amount you believe is the fair market value of your property and to make suggestions for changing the terms and conditions of the offer. The Agency will consider your evidence and suggestions. When fully justified by the available evidence of value, the offer price will be increased.

### **May Someone Represent Me During Negotiations?**

Yes. If you would like an attorney or anyone else to represent you during negotiations, please inform the Agency. However, the URA does not require the Agency to pay the costs of such representation.

### **If I Reach Agreement With The Agency, How Soon Will I Be Paid?**

If you reach a satisfactory agreement to sell your property and your ownership (title to the property) is clear, payment will be made at a mutually acceptable time. Generally, this should be possible within 30 to 60 days after you sign a purchase contract. If the title evidence obtained by the Agency indicates that further action is necessary to show that your ownership is clear, you may be able to hasten the payment by helping the Agency obtain the necessary proof. (Title evidence is basically a legal record of the ownership of the property. It identifies the owners of record and lists the restrictive deed covenants and recorded mortgages, liens, and other instruments affecting your ownership of the property.)

### **What Happens If I Don't Agree To The Agency's Purchase Offer?**

If you are unable to reach an agreement through negotiations, the Agency may file a suit in court to acquire your property through an eminent domain proceeding. Eminent domain proceedings are often called condemnations. If your property is to be acquired by condemnation, the Agency will file the condemnation suit without unreasonable delay.

An Agency may also decide not to buy your property, if it cannot reach agreement on a price, and find another property to buy instead.

### **What Happens After The Agency Condemns My Property?**

You will be notified of the action. Condemnation procedures vary, and the Agency will explain the procedures which apply in your case.

Generally, when an Agency files a condemnation suit, it must deposit with the court (or in an escrow account) an amount not less than its appraisal of the fair market value of the property. You should be able to withdraw this amount, less any amounts necessary to pay off any mortgage or other liens on the property and to resolve any special ownership problems. Withdrawal of your share of the money will not affect your right to seek additional compensation for your property.

During the condemnation proceeding, you will be provided an opportunity to introduce your evidence as to the value of your property. Of course, the Agency will have the same right. After hearing the evidence of all parties, the court will determine the amount of just compensation. If that amount exceeds the amount deposited by the Agency, you will be paid the difference, plus any interest that may be provided by law.

To help you in presenting your case in a condemnation proceeding, you may wish to employ an attorney and an appraiser. However, in most cases the costs of these professional services and other costs which an owner incurs in presenting his or her case to the court must be paid by the owner.

### **What Can I Do If I Am Not Satisfied With The Court's Determination?**

If you are not satisfied with the court judgment, you may file an appeal with the appropriate appellate court for the area in which your property is located. If you are considering an appeal, you should check on the applicable time limit for filing the appeal and consult with your attorney on whether you have a basis for the appeal. The Agency may also file an appeal if it believes the amount of the judgment is too high.

### **Will I Have To Pay Any Closing Costs?**

You will be responsible for the payment of the balance on any mortgage and other liens on your property. Also, if your ownership is not clear, you may have to pay the cost of clearing it. But the Agency is responsible for all reasonable and necessary costs for:

- Typical legal and other services required to complete the sale, recording fees, revenue stamps, transfer taxes and any similar expenses which are incidental to transferring ownership to the Agency.
- Penalty costs and other charges related to prepayment of any recorded mortgage on the property that was entered into in good faith.
- Real property taxes covering the period beginning on the date the Agency acquires your property.

Whenever possible, the Agency will make arrangements to pay these costs directly. If you must incur any of these expenses yourself, you will be repaid--usually at the time of closing. If you later discover other costs for which you should be repaid, you should request repayment from the Agency immediately. The Agency will assist you in filing a claim. Finally, if you believe that you were not properly repaid, you may appeal the decision to the Agency.

### **May I Keep Any Of The Buildings Or Other Improvements On My Property?**

Very often, many or all of the improvements on the property are not required by the Agency. This might include such items as a fireplace mantel, your favorite shrubbery, or even an entire house. If you wish to keep any improvements, please let the Agency know as soon as possible.

If you do arrange to keep any improvement, the Agency will deduct only its salvage value from the purchase price you would otherwise receive. (The salvage value of an item is its probable selling price if offered for sale on the condition that the buyer will remove it at his or her own expense.) Of course, if you arrange to keep any real property improvement, you will not be eligible to receive a relocation payment for the cost of moving it to a new location.

### **Can The Agency Take Only A Part Of My Property?**

Yes. But if the purchase of only a part of your property reduces the value of the remaining part(s), you will be paid for the loss in value. Also, if any remaining part would have little or no utility or value to you, the Agency will offer to buy that remaining part from you.

Occasionally, a public project will increase the value of the part which is not acquired by the Agency. Under some eminent domain laws, the amount of such increase in value is deducted from the purchase payment the owner would otherwise receive.

### **Will I Have To Pay Rent To The Agency After My Property Is Acquired?**

If you remain on the property after the acquisition, you may be required to pay a fair rent to the Agency. Such rent will not exceed that charged for the use of comparable properties in the area.

### **How Soon Must I Move?**

If possible, a mutually agreeable date for the move will be worked out. Unless there is an urgent need for your property (e.g., your occupancy would present a health or safety emergency), you will not be required to move without at least 90 days advance written notice.

If you reach a voluntary agreement to sell your property, you will not be required to move before you receive the agreed purchase price. If the property is acquired by condemnation, you cannot be required to move before the estimated fair market value of the property has been deposited with the court so that you can withdraw your share.

If you are being displaced from your home, you will not be required to move before a comparable replacement home is available to you.

### **Will I Receive Relocation Assistance?**

Title II of the URA requires that certain relocation payments and other assistance must be provided to families, individuals, businesses, farms, and nonprofit organizations when they are displaced or their personal property must be moved as a result of a project that is covered by the URA.

The Agency will furnish you a full explanation of any relocation assistance to which you may be entitled. If you have any questions about such assistance, please contact the Agency. In order for the Agency to fulfill its relocation obligations to you, you must keep the Agency informed of your plans.

### **My Property Is Worth More Now. Must I Pay Capital Gains Tax On The Increase?**

Internal Revenue Service (IRS) Publication 544 explains how the Federal income tax would apply to a gain or loss resulting from the sale or condemnation of real property, or its sale under the threat of condemnation, for public purposes. If you have any questions about the IRS rules, you should discuss your particular circumstances with your personal tax advisor or your local IRS office.

### **I'm A Veteran. How About My VA Loan?**

After your VA home mortgage loan has been repaid, you will be permitted to obtain another VA loan to purchase another property. Check on such arrangements with your nearest Veterans Administration Office.

### **Is It Possible To Donate Property?**

Yes. You may donate your property or sell it to the Agency for less than its fair market value. The Agency must obtain an appraisal of the property and offer just compensation for it, unless you release the Agency from these obligations.

### **Additional Information**

If you have any questions after reading this booklet, contact the Agency and discuss your concerns with the Agency representative.

Agency:

Address:

Office Hours:

Telephone Number:

Person to Contact:

## GENERAL URA ACQUISITION PROCESS

(Refer to 49 CFR 24 Subpart B for detailed acquisition requirements)

<b>VOLUNTARY ACQUISITIONS 49 CFR 24.101(b)(1)-(5)</b>	<b>INVOLUNTARY ACQUISITIONS 49 CFR 24.101(a) &amp; (b)</b>
<i>Determine if proposed acquisition satisfies criteria and requirements of 24.101(b)(1)-(5). If acquisition does not meet criteria (e.g., is subject to threat or use of eminent domain), refer to involuntary acquisition process and comply with 49 CFR 24 Subpart B requirements.</i>	<i>Determine if proposed acquisition is subject to threat or use of eminent domain. If not subject to eminent domain, refer to voluntary acquisition process and comply with applicable requirements of 49 CFR 24.101(b)(1)-(5). Involuntary Process</i>
<b>24.101(b)(1) - Agencies with eminent domain authority but will not use: must meet all conditions of 24.101(b)(1)(i) – (iv). (see esp. 24.101(b)(1)(i) &amp; (ii))</b>	* Notify owner of agency's interest in acquiring property and protections under the Uniform Act (see 24.102(b)) (Optional: issue Notice of Intent to Acquire (see 24.203(d))
* Agency will not acquire property if negotiations fail, and owner is so informed in writing (see 24.101(b)(1)(iii))	* Appraise property and invite owner to accompany appraiser (see 24.102(c))
* Agency informs owner in writing of property's estimated market value (see 24.101(b)(iv))	* Review the appraisal (see 24.104)
* Owner/s & owner occupants not eligible for relocation assistance / displaced tenants may be eligible (see 24.2(a)(9)(ii))	* Establish estimate of just compensation for property (see 24.102(d))
<b>24.101(b)(2) – Agencies or persons without eminent domain authority:</b>	* Provide owner with written offer and summary statement for property (see 24.102(e))
* Prior to offer, inform owner unable to acquire if negotiations fail (see 24.101(b)(2)(i))	* Negotiate with owner for purchase of property (see 24.102(f))
* Inform owner of property's estimated market value (see 24.101(b)(2)(ii))	* If negotiations successful, complete sale and reimburse property owner for related incidental expenses (see 24.106)
* Owner/s & owner occupants not eligible for relocation assistance / displaced tenants are eligible (see 24.2(a)(9)(ii))	* If negotiations unsuccessful, consider an administrative settlement (see 24.102(i))
<b>24.101(b)(3) – Acquisition from a Federal agency, State, or State agency, if acquiring agency without eminent domain authority:</b>	* If negotiations still unsuccessful, consider acquiring property through eminent domain.
* Owner/s & owner occupants not eligible for relocation assistance / displaced tenants are eligible (see 24.2(a)(9)(ii))	* Displaced persons eligible for relocation assistance (see 24.2(a)(9)(i))

## HELPFUL ACQUISITION INFORMATION

**Appraisal Standards:** Appraisals conducted for the acquisition of property for federal funded projects must follow nationally recognized appraisal standards, including the Uniform Appraisal Standards for Federal Land Acquisition. These standards can be found at [www.usdoj.gov/enrd/land-ack](http://www.usdoj.gov/enrd/land-ack). At a minimum a detailed appraisal shall contain the following items:

1. The purpose and/or the function of the appraisal, a definition of the estate being appraised, and a statement of the assumptions and limiting conditions affecting the appraisal.
2. An adequate description of the physical characteristics of the property being appraised (and, in the case of a partial acquisition, an adequate description of the remaining property), a statement of the known and observed encumbrances, if any, title information, location, zoning, present use, an analysis of highest and best use, and at least a 5-year sales history of the property.
3. All relevant and reliable approaches to value consistent with commonly accepted professional appraisal practices. When sufficient market sales data are available to reliably support the fair market value for the specific appraisal problem encountered, the Agency, at its discretion, may require only the market approach. If more than one approach is utilized, there shall be an analysis and reconciliation of approaches to value that are sufficient to support the appraiser's opinion of value.
4. A description of comparable sales, including a description of all relevant physical, legal, and economic factors such as parties to the transaction, source and method of financing, and verification by a party involved in the transaction.
5. A statement of the value of the real property to be acquired and, for a partial acquisition, a statement of the value of the damages and benefits, if any, to the remaining real property, where appropriate.
6. The effective date of valuation, date of appraisal, signature, and certification of the appraiser.

**Summary Statement of the Basis of Just Compensation:** Along with the written purchase offer, a statement of just compensation shall be sent to the property owner. This written explanation of the purchase offer shall include:

1. A statement of the amount offered as just compensation. In the case of a partial acquisition, the compensation for the real property to be acquired and the compensation for damages, if any, to the remaining real property shall be separately stated.
2. A description and location identification of the real property and the interest in the real property to be acquired.
3. An identification of the buildings, structures, and other improvements (including removable building equipment and trade fixtures) which are considered to be part of the real property for which the offer of just compensation is made. Where appropriate, the statement shall identify any separately held ownership interest in the property, e.g., a tenant-owned improvement, and indicate that such interest is not covered by the offer.

**Expenses Paid by the Recipient to Transfer the Title:** Whenever feasible, the Agency shall pay costs associated with transfer of title directly so that the owner will not have to pay such costs and then seek reimbursement. The owner of the real property shall be reimbursed for all reasonable expenses the owner necessarily incurred for:

1. Recording fees, transfer taxes, documentary stamps, evidence of title, boundary surveys, legal descriptions of the real property, and similar expenses incidental to conveying the real property to the Agency. However, the Agency is not required to pay costs solely required to perfect the owner's title to the real property; and
2. Penalty costs and other charges for prepayment of any preexisting recorded mortgage entered into in good faith encumbering the real property; and the pro rata portion of any prepaid real property taxes which are allocable to the period after the Agency obtains title to the property or effective possession of it, whichever is earlier.

## ACQUISITION NOTICES

- Notice to Owner of Involuntary Acquisition:

<https://www.iowaeda.com/UserDocs/2018cdbgguideformnoticetoownerinvoluntaryacquisition.pdf>

- Notice to Owner of Voluntary Acquisition (without Eminent Domain Authority):

<https://www.iowaeda.com/UserDocs/2018cdbgguideformvoluntaryacquisitionagencieswithouteminentdomainauthority.pdf>

- Notice to Owner of Voluntary Acquisition (with Eminent Domain Authority):

<https://www.iowaeda.com/UserDocs/2018cdbgguideformvoluntaryacquisitionagencieswitheminentdomainauthority.pdf>



# HUD HANDBOOKS AND FORMS FOR RELOCATION ACTIVITIES

## **Brochures (to be referred to and provided to individuals/entities impacted by relocation)**

Relocation Assistance to Displace Homeowners- HUD- 1044-CPD (6/2016)

[http://portal.hud.gov/hudportal/documents/huddoc?id=1044cpd.pdf&utm\\_source=HUD+Exchange+Mailing+List&utm\\_campaign=c5000bd810-Revised HUD URA Relocation Claim Forms a7 12 2016&utm\\_medium=email&utm\\_term=0 f32b935a5f-c5000bd810-19240553](http://portal.hud.gov/hudportal/documents/huddoc?id=1044cpd.pdf&utm_source=HUD+Exchange+Mailing+List&utm_campaign=c5000bd810-Revised+HUD+URA+Relocation+Claim+Forms+a7+12+2016&utm_medium=email&utm_term=0+f32b935a5f-c5000bd810-19240553)

Relocation Assistance to Tenants Displaced From Their Homes- HUD-1042-CPD (6/2016)

[http://portal.hud.gov/hudportal/documents/huddoc?id=1042cpd.pdf&utm\\_source=HUD+Exchange+Mailing+List&utm\\_campaign=c5000bd810-Revised HUD URA Relocation Claim Forms a7 12 2016&utm\\_medium=email&utm\\_term=0 f32b935a5f-c5000bd810-19240553](http://portal.hud.gov/hudportal/documents/huddoc?id=1042cpd.pdf&utm_source=HUD+Exchange+Mailing+List&utm_campaign=c5000bd810-Revised+HUD+URA+Relocation+Claim+Forms+a7+12+2016&utm_medium=email&utm_term=0+f32b935a5f-c5000bd810-19240553)

Relocation Assistance to Displaced Businesses, Nonprofit Organizations, and Farms- HUD-1043-CPD (6/2016)

[http://portal.hud.gov/hudportal/documents/huddoc?id=1043cpd.pdf&utm\\_source=HUD+Exchange+Mailing+List&utm\\_campaign=c5000bd810-Revised HUD URA Relocation Claim Forms a7 12 2016&utm\\_medium=email&utm\\_term=0 f32b935a5f-c5000bd810-19240553](http://portal.hud.gov/hudportal/documents/huddoc?id=1043cpd.pdf&utm_source=HUD+Exchange+Mailing+List&utm_campaign=c5000bd810-Revised+HUD+URA+Relocation+Claim+Forms+a7+12+2016&utm_medium=email&utm_term=0+f32b935a5f-c5000bd810-19240553)

## **Forms**

Claim for Temporary Relocation Expenses (Residential Moves)- Form HUD-40030 (6/2016)

[http://portal.hud.gov/hudportal/documents/huddoc?id=40030.pdf&utm\\_source=HUD+Exchange+Mailing+List&utm\\_campaign=c5000bd810-Revised HUD URA Relocation Claim Forms a7 12 2016&utm\\_medium=email&utm\\_term=0 f32b935a5f-c5000bd810-19240553](http://portal.hud.gov/hudportal/documents/huddoc?id=40030.pdf&utm_source=HUD+Exchange+Mailing+List&utm_campaign=c5000bd810-Revised+HUD+URA+Relocation+Claim+Forms+a7+12+2016&utm_medium=email&utm_term=0+f32b935a5f-c5000bd810-19240553)

Residential Claim for Moving and Related Expenses- Form HUD-40054 (6/2016)

[http://portal.hud.gov/hudportal/documents/huddoc?id=40054.pdf&utm\\_source=HUD+Exchange+Mailing+List&utm\\_campaign=c5000bd810-Revised HUD URA Relocation Claim Forms a7 12 2016&utm\\_medium=email&utm\\_term=0 f32b935a5f-c5000bd810-19240553](http://portal.hud.gov/hudportal/documents/huddoc?id=40054.pdf&utm_source=HUD+Exchange+Mailing+List&utm_campaign=c5000bd810-Revised+HUD+URA+Relocation+Claim+Forms+a7+12+2016&utm_medium=email&utm_term=0+f32b935a5f-c5000bd810-19240553)

Claim for Actual Reasonable Moving and Related Expenses-Nonresidential – Form HUD-40054 (6/2016)

[http://portal.hud.gov/hudportal/documents/huddoc?id=40054.pdf&utm\\_source=HUD+Exchange+Mailing+List&utm\\_campaign=c5000bd810-Revised HUD URA Relocation Claim Forms a7 12 2016&utm\\_medium=email&utm\\_term=0 f32b935a5f-c5000bd810-19240553](http://portal.hud.gov/hudportal/documents/huddoc?id=40054.pdf&utm_source=HUD+Exchange+Mailing+List&utm_campaign=c5000bd810-Revised+HUD+URA+Relocation+Claim+Forms+a7+12+2016&utm_medium=email&utm_term=0+f32b935a5f-c5000bd810-19240553)

Claim for Fixed Payment in Lieu of Payment for Actual Nonresidential Moving and Related Expenses- Form HUD-40056 (6/2016)

[http://portal.hud.gov/hudportal/documents/huddoc?id=40056.pdf&utm\\_source=HUD+Exchange+Mailing+List&utm\\_campaign=c5000bd810-Revised HUD URA Relocation Claim Forms a7 12 2016&utm\\_medium=email&utm\\_term=0 f32b935a5f-c5000bd810-19240553](http://portal.hud.gov/hudportal/documents/huddoc?id=40056.pdf&utm_source=HUD+Exchange+Mailing+List&utm_campaign=c5000bd810-Revised+HUD+URA+Relocation+Claim+Forms+a7+12+2016&utm_medium=email&utm_term=0+f32b935a5f-c5000bd810-19240553)

Claim for Replacement Housing Payment for 90-Day Homeowner-Occupant- Form HUD-40057 (6/2016)  
[http://portal.hud.gov/hudportal/documents/huddoc?id=40057.pdf&utm\\_source=HUD+Exchange+Mailing+List&utm\\_campaign=c5000bd810-Revised+HUD+URA+Relocation+Claim+Forms+a7+12+2016&utm\\_medium=email&utm\\_term=0+f32b935a5f-c5000bd810-19240553](http://portal.hud.gov/hudportal/documents/huddoc?id=40057.pdf&utm_source=HUD+Exchange+Mailing+List&utm_campaign=c5000bd810-Revised+HUD+URA+Relocation+Claim+Forms+a7+12+2016&utm_medium=email&utm_term=0+f32b935a5f-c5000bd810-19240553)

Claim for Rental Assistance or Down Payment Assistance- Form HUD 40058 (6/2016)  
[http://portal.hud.gov/hudportal/documents/huddoc?id=40058.pdf&utm\\_source=HUD+Exchange+Mailing+List&utm\\_campaign=c5000bd810-Revised+HUD+URA+Relocation+Claim+Forms+a7+12+2016&utm\\_medium=email&utm\\_term=0+f32b935a5f-c5000bd810-19240553](http://portal.hud.gov/hudportal/documents/huddoc?id=40058.pdf&utm_source=HUD+Exchange+Mailing+List&utm_campaign=c5000bd810-Revised+HUD+URA+Relocation+Claim+Forms+a7+12+2016&utm_medium=email&utm_term=0+f32b935a5f-c5000bd810-19240553)