

Johnson County Social Services



**JOHNSON COUNTY IOWA  
REQUEST FOR PROPOSALS**

**1102 Hollywood Blvd**

**Iowa City, IA 52240**

**Proposals due: Friday, April 4, 2025, at 12:00 pm (noon)**

**Submit to: [socialservices@johnsoncountyiowa.gov](mailto:socialservices@johnsoncountyiowa.gov)**

## REQUEST FOR PROPOSALS

### FOR THE OPERATION, MANAGEMENT AND ULTIMATE CONVEYANCE OF COUNTY OWNED REAL ESTATE IN ORDER TO PROVIDE AFFORDABLE HOUSING TO THE PUBLIC

#### INTRODUCTION AND BACKGROUND

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##### Introduction

Johnson County, Iowa, is facing a well-documented affordable housing crisis. Current access, availability, cost, and appropriate sizing of housing does not meet the needs of our community. Since 2000, the county's population has grown by 38%, making it one of the fastest-growing counties in Iowa. This situation is further complicated by the student population, which often moves off campus, occupying affordable housing units.

According to a 2023 National Low Income Housing Coalition report, Johnson County has a shortage of 8,205 affordable and available rental units for extremely low-income renters, as well as a deficit of 4,175 units for low-income renters. In response, Johnson County has consistently invested in affordable housing through various interventions, including emergency rent and utility assistance, emergency shelter services, the development of affordable housing units, and the expansion of homeownership opportunities.

##### Background

Financial investment is essential to address the needs of low-income renters. Johnson County purchased the 1102 Hollywood Blvd property in June 2024 using General Funds. This property consists of one parcel situated on the southeast side of Iowa City, conveniently located near public transportation, several elementary schools, and easy access to social services agencies. The property contains 15 townhomes, across three buildings, each featuring two bedrooms and one bathroom. Amenities in each unit include recently remodeled kitchen with quartz countertops and stainless-steel appliances, remodeled bathroom, updated flooring, central air conditioning, a dishwasher, in-unit laundry, and an unfinished basement. Most units are partially or fully furnished. Johnson County is seeking proposals for a non-profit or a governmental entity to operate, manage, and ultimately own the property for the purpose of providing affordable housing for income qualified tenants. Low-barrier programs are especially encouraged.

Johnson County's acquisition of the property was financed through approximately \$2.25M in government borrowing that constrains the County's ability to convey title until the loan is paid off. Unless a full-price purchase is proposed, the selected respondent will be permitted to lease and operate the property until the debt incurred by the County to purchase and upfit the property is retired (estimated 2 - 5 years). A proposal that includes an offer to purchase the property at a price equal to a substantial portion of the original amount borrowed by the County for this project may accelerate the date by which the County can convey fee title to the selected respondent.

##### OBJECTIVES

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Johnson County is seeking proposals that achieve the following objectives:

1. Ability to own and maintain the property in satisfactory condition on an ongoing basis for a period of 20 years or more, in compliance with all local, state, and federal requirements applicable to low-income rental housing.
2. Ability to maintain and comply with affordability and rental requirements set forth by Johnson County.
3. Demonstrated financial stability of the entity or organization seeking award of this project.
4. A management plan that includes experience and understanding of income qualifications, grant compliance, and reporting, and meets all requirements set forth by Johnson County.
5. A tenant selection plan that aligns with Johnson County's goals of reducing tenant barriers to accessing housing.

Note: all references to "own" include the possibility that the selected respondent may propose, and/or the County Board of Supervisors may ultimately decide, a long-term lease contract purchase, or similar conveyance of less than fee title is most suitable. The nature and extent of the possessory interest (i.e. fee simple, leasehold, or other property interest) and timing of the property transfer will depend on the respondent's proposal and will be the subject of negotiations between the County and chosen applicant. Any deed, lease, or other instrument transferring or conveying property must include both (1) a covenant that runs with the land and requires the property to be used for affordable housing as defined herein; and (2) remedies that apply if the respondent fails to use it to provide affordable housing or ceases using it for such purpose.

## **PROPERTY OVERVIEW**

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Location: 1102 Hollywood Blvd Units 1-15, Iowa City, IA 52240; Parcel ID No. 1023231002

Gross Building Area: 5,900 square feet

Assessed Value: \$1,301,900

County Investment: \$2,250,000

Land Area: 21,556 square feet (.495 acres)

Current Zoning: RM44

Built for first occupancy: 1969

Unit Count: 15

15, 2-Bedroom Units, 1296 square feet per unit (not including unfinished basement)

External entrances

1 Trash Enclosure

New siding and roof completed in 2020

Repairs and upgrades Completed by Johnson County since purchase: see Attachment A

Additional information about the property can be found at the Iowa City Assessor's website:  
<https://iowacity.iowaassessors.com/parcel.php?gid=15201>

Property condition assessment and remediation reports available here:  
<https://www.johnsoncountyiowa.gov/bids-and-proposals>. Prior approval from the County will need to be obtained for access to the site.

The property is provided in "as-is, where-is" condition, with no warranties whatsoever. This property will have affordability requirements and restrictions, including potential rent limits and tenant income limits.

## **RFP SCHEDULE**

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### Distribution

Requests for Proposals (referred to further herein also as "solicitation") will be forwarded to respondent(s) who have indicated an interest in participating in this project or who have displayed evidence of expertise in providing affordable housing. The solicitation is also posted on Johnson County's website at [www.johnsoncountyiowa.gov/bids-and-proposals](http://www.johnsoncountyiowa.gov/bids-and-proposals).

### Eligibility

Respondents to this solicitation must be governmental entities or non-profit organizations presently in good standing and tax exempt under section 501(c)(3) of the Internal Revenue Code (a copy of the organization's current IRS tax-exempt letter that confirms its nonprofit status is required).

### Questions and Inquiries

Questions and inquiries must be submitted in writing by email to [socialservices@johnsoncountyiowa.gov](mailto:socialservices@johnsoncountyiowa.gov). Responses to questions received before March 10, 2025, will be posted on or before March 14, 2025. Responses to questions received between March 10 – March 25, 2025, will be posted no later than April 1, 2025. Responses to all submitted questions will be available at <https://www.johnsoncountyiowa.gov/bids-and-proposals>. No oral interpretations will be made to any proposer as to the meaning of the request for proposal documents and the County shall not be responsible for oral interpretations given by any County employee. Every interpretation made to submitters will be in the form of an Addendum.

### Virtual Informational Session,

A virtual informational session will take place on March 3, 2025, at 10:00 am via Microsoft Teams.

[https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_NzlhYTA2MWMtMDYxMC00M2E0LWFjMwYtODczN2U0YWlwN2Rh%40thread.v2/0?context=%7b%22Tid%22%3a%2279bbe665-1426-4ab2-a291-28574f19bee9%22%2c%22Oid%22%3a%227cd9eb41-3db7-404d-9af6-d51386e2f1f6%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_NzlhYTA2MWMtMDYxMC00M2E0LWFjMwYtODczN2U0YWlwN2Rh%40thread.v2/0?context=%7b%22Tid%22%3a%2279bbe665-1426-4ab2-a291-28574f19bee9%22%2c%22Oid%22%3a%227cd9eb41-3db7-404d-9af6-d51386e2f1f6%22%7d)

A property tour will be available on March 3, 2025, at 1 pm. Attendance at the virtual information session and walk-through are not mandatory but highly encouraged

### Submittals Due

Responses to this request must be submitted to [socialservices@johnsoncountyiowa.gov](mailto:socialservices@johnsoncountyiowa.gov) no later than Friday, April 4, 2025, at 12:00 pm (noon). No proposals will be accepted after this deadline. Note – the County has email security measures in place that, if the possibility of a virus, zipped, packed or unsafe transmission is detected, your submittal could be rejected without your knowledge it has been declined. It may also be rejected due to size. It is your responsibility to follow-up before the due date and time to verify the County received your submittal. The County will not extend the due date or time if there is a transmission problem on your end.

By submitting a proposal for the project and associated services, each respondent is certifying that it is a qualified organization, and its proposal complies with the requirements stated within the RFP.

### Recommendation and Authorization

Following review and scoring of responses, project staff will prepare a recommendation to proceed to enter into agreement negotiations with the respondent identified as submitting the proposal anticipated to best achieve County objectives in its sole absolute discretion. Johnson County staff will seek approval from the Johnson County Board of Supervisors to proceed to negotiate a project agreement with selected respondent, and such approval is a precondition of award. Johnson County reserves the right to refuse any and all proposals should none of the respondents sufficiently meet the qualifications or criteria established herein. Proposals which take exception to the RFP may be considered non-responsive and may be rejected.

### Contract Execution

If the Board of Supervisors chooses one or more proposals submitted in response to this RFP, Johnson County staff and the selected respondent will begin contract negotiations without undue delay, to negotiate the terms of an agreement facilitating operation and management of the subject property consistent with the terms of said proposal and representations made by the successful respondent. Should a contract acceptable to Johnson County not be reached following negotiations with the initially selected respondent, Johnson County reserves the right to discontinue negotiations and enter contract negotiations with the next suitable respondent, in its discretion.

### Timeline

Request for Proposal Released	February 21, 2025
Virtual Informational Session	March 3, 2025 10 am Microsoft Teams
Property Tour	March 3, 2025, 1:00 pm
Deadline to submit first round of written questions	March 10, 2025, 8:00 am
Responses to written questions posted	March 14, 2025, 4:00 pm
Responses posted to questions submitted March 10 -25	April 1, 2025, 4:00 pm

Proposals Due	April 4, 2025, 12 pm
Committee Reviews Proposals	April
Recommendations to the Board of Supervisors	Early May

**REQUIREMENTS AND AFFORDABILITY CRITERIA**

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Each respondent should thoroughly review the solicitation, and the materials provided and/or available. Please note that the final description of the services and/or items to be provided to the County under this solicitation will be subject to negotiation with the selected respondent and will require final approval by the County. Johnson County retains the right to utilize any or all ideas or adaptations presented in any response, excluding case studies or reference materials prepared for the respondent's clients. Any confidential or proprietary information submitted must be clearly identified, marked, and separated from the rest of the response. Co-mingling of confidential and non-confidential information is not permitted. Submissions will be managed in accordance with applicable federal and state public records laws and procurement regulations. Please note that cost information and the total response will not be considered confidential or proprietary.

Income Eligibility

The goal of this project is to provide affordable housing to low-income households and to reduce the cost-burden of renting in Johnson County. To be considered not cost-burdened, a household should not have to pay more than 30% of their income in housing costs. A project priority is to offer affordable housing to households at 30% Area Median Income. Johnson County anticipates this project will limit a household income at the time of leasing to individuals or families at or below 60% Area Median Income. Respondents should expressly address the income eligibility levels to which they are prepared to commit.

2024 Income Thresholds – Area median income Limit Based on Household Size in Iowa City, Iowa

Household size	30% AMI	50 % AMI	60% AMI
1	\$24,100	\$40,150	\$48,180
2	\$27,550	\$45,850	\$55,020
3	\$31,000	\$51,600	\$61,920
4	\$34,400	\$57,300	\$68,760

Affordability Period; Disposal of Property

The rental requirements set forth by the County must be met for a period of 20 years. If the prospective owner wishes to request a change in rental requirements within the affordability period, they must submit a request in writing to Johnson County Social Services. If the prospective owner changes rents without prior approval of the County, they will forfeit the property, and ownership will be returned to the County.

If the subject property is conveyed to the selected respondent for less than fair market value, the respondent, as transferee, shall be prohibited from conveying or otherwise transferring an interest in the property without the approval of Johnson County and, should the respondent sell the property, Johnson County may insist on receiving a portion or all of such sale proceeds, to be established in a definitive agreement executed between the County and selected respondent.

#### Reporting and Monitoring

The prospective owner is required to submit to annual monitoring, which includes a comprehensive review by Johnson County or its designee of all documents related to the property. This review will encompass rental documents, financial documents, financial statements for operating and replacement reserve accounts, and leasing documents (incl. applications (accepted and rejected) and income documentation). Prospective owner will submit an annual property pro forma, in addition to vacancy rate, application denial and eviction data and income verification for tenants. All documents must be made available upon request.

#### Rental Permit & Zoning

The prospective owner must maintain a valid rental permit and comply with the regulations of the Iowa City Housing and Inspections Division.

The property is zoned RM44, which is a “High Density Multi-Family Residential” zone. Allowed uses are multi-family dwellings only.

#### Fair Housing

The prospective owner must comply with Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), The Fair Housing Act. The prospective owner must also comply with all local Fair Housing laws.

#### Landlord Tenant Laws; other Laws

The prospective owner must comply with landlord-tenant law at the local, state, and federal level. This includes but is not limited to leasing, notices, equal opportunity and non-discrimination, deposits, and conditions of habitability. Respondents agree that they will comply with all Federal, State, and local laws and regulations applicable to the performance and fulfillment of the project called for by this solicitation and any resulting agreement, and any provisions required thereby to be included herein shall be deemed to be incorporated herein by reference. Noncompliance may be considered grounds for termination of contracts. (See Appendix A for a non-exhaustive list of laws and regulations which may apply to the subject property and its operation.)

#### Johnson County Non-Discrimination Policy

The prospective owner/operator shall not permit any of the following terms and practices:

- I. Discharge from employment or refuse to hire any individual because of their race, creed, color, national origin, religion, age, sex, marital status, sexual orientation, gender identity, disability, or disability status.

- II. Discriminate against any individual in terms, conditions, or privileges of employment because of their race, creed, color, national origin, religion, age, sex, marital status, sexual orientation, gender identity, disability, or disability status.
- III. Deny to any person its services on the basis of race, creed, color, national origin, religion, age, sex, marital status, sexual orientation, gender identity, disability, or disability status.
- IV. If Recipient is a nonprofit or a privately-owned place of public accommodation, as defined by the Americans with Disabilities Act (ADA) (e.g. private entities that affect commerce, such as museums, libraries, private schools and childcare centers) it will comply with the requirements of the Title III regulation issued by the United States Department of Justice, and where applicable, the 2010 Standards for Accessible Design.
- V. If Recipient is a state or local government, or an instrumentality thereof, as defined by the Americans with Disabilities Act (ADA), it will comply with the requirements of the Title II regulation issued by the United States Department of Justice, and where applicable, the 2010 Standards for Accessible Design.

## **PROPOSAL SUBMISSION REQUIREMENTS**

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Respondent must complete and submit the proposal using the application provided by the County. Upon submission, all materials will become property of Johnson County. An email acknowledging receipt of submission will be sent.

### **Proposer Qualifications**

- 1. Contact Information – Name, address, and contact information of individual/organization responding to the RFP.
- 2. Overview – Provide a description of the organization, year established, number of employees, and mission statement.
- 3. Team – Provide a list of employees, with respective roles and applicable qualifications/experience, anticipated to participate in the management and maintenance of this property.
- 4. Experience – Provide a list of current rental properties owned or managed, list federal/state/local grant funding utilized for those projects, and experience of the respondent, if any, with affordable housing grant compliance.
- 5. Financial Capacity – Provide documentation validating Respondents financial capacity to own and sustainably operate this Property for the expected performance period.  
Acceptable documentation includes:
  - a. Third party audit for last two years.
  - b. Documentation of assets and liabilities.
  - c. Any other documentation that adequately demonstrates financial capacity.
  - d. Any financial distress events must be disclosed (can be marked confidential).

Respondents should assume that the selected respondent will be responsible for ALL costs associated with the property including but not limited to: taxes, insurance, maintenance and repairs.

- 6. Responses must be signed by a duly authorized official of the respondent. Consortiums, joint ventures, or teams submitting responses will not be considered responsive unless it is



established that all contractual responsibility to Johnson County about the project shall rest solely with one contractor or legal entity, which shall not be a subsidiary or affiliate with limited resources. Each response should indicate the entity responsible for execution on behalf of the team.

7. Letters of Support – Provide two Letters of Support that attest to the Respondent’s ability, experience, and reliability in the performance and management of projects of similar nature.

## **Proposal**

1. Description – Explain the organization’s experience with similar projects and qualifications for ownership and management of this property.
2. Property Plan –
  - a. Why are you seeking acquisition of this property? What is your intended use of the property (permanent supportive housing, master leasing, general rentals for income qualified renters, mixed use, other).
  - b. Do you intend to serve a targeted population or demographic? If so, please explain. Note that the Fair Housing Act prohibits discrimination, including establishing a preference based on national origin.
  - c. Describe how rent rates will be calculated. What percentage of units will be leased to households below 30% AMI and 30% -60%. What would it take to achieve 100% affordability for all tenants (pay no more than 30% of income on rent)?
  - d. Explain in detail the public benefit to be achieved by your use and ownership of this property, particularly if you are proposing to pay less than fair market value (including \$0) for leasing or purchasing the property from Johnson County.
- 2.A. Rental and Purchase Proposal – Set forth your proposed terms for renting the subject property from Johnson County (e.g. rental rate, including for nominal or no rent, and period of lease) and ultimately purchasing or otherwise receiving the property from Johnson County upon retirement of the debt incurred by the County to purchase and upfit the property. Note that proposals that do not offer to pay greater than nominal rental or purchase amounts, but compellingly and convincingly demonstrate a public benefit and likelihood of success in achieving the County’s affordable housing objectives, will still be considered.
3. Describe any project collaborations or partnerships. If submitting a joint application attach a Memorandum of Understanding for each partner agency.
4. Management Plan – Provide a detailed management plan, which includes the following:
  - a. Will the management of property be completed by the owner or contracted with a property management company? If the latter, who will the property management company be? Note that Johnson County may be unable to accept a proposal where management of the property will be carried out by a for-profit enterprise.
  - b. Will management be on-site?
  - c. Document retention policies
  - d. Tenant application and selection process including tenant screening requirements

- e. Describe how your application process may reduce conventional barriers to housing for tenants, such as credit, criminal background checks, income requirements, rental history, etc.
  - f. Will the owner or property manager accept rental assistance including General Assistance, Rapid Re-Housing, Housing Choice Vouchers, etc.?
  - g. How rent and deposit will be calculated
  - h. Sample lease
  - i. Tenant policies and procedures
  - j. Describe any software utilized for rent and deposit tracking etc.
  - k. Vacancy Rate plan
  - l. Process for addressing tenants who are out compliance with lease terms and conditions.
5. Maintenance Plan – Care for and maintenance of the property in good condition is a material obligation of this project. Provide a detailed maintenance plan which includes the following information:
- a. Will the owner provide maintenance to the property, or will it be contracted?
  - b. Provide information on the respondent’s arrangements for general maintenance of the property such as
    - i. Snow removal
    - ii. Lawn care
    - iii. Trash removal
    - iv. Tenant maintenance requests
    - v. 24-hour emergency repairs
  - c. How will maintenance of the property be funded and how will you budget for significant repairs as they might arise?
  - d. How will routine maintenance be tracked? Describe any software utilized in property maintenance.
6. Emergency Plan – Provide a detailed emergency plan, which includes but is not limited to the following information:
- a. Emergency plan policies for tornado, severe weather event for property damage, extended power outage, fire, flood, and how the owner will notify authorities if needed.
  - b. Provide emergency contact information and secondary contact information
7. Additional Services – Describe any additional services that will be offered and or provided to tenants on -site or in the community and how those services will be funded.
8. Outline the timeline from execution of the definitive project agreement to achieving full occupancy.
9. Annual reporting will be required for the duration of the affordability period. With satisfactory performance, reports will thereafter be completed annually. Please describe your organization’s experience with completing reports in a timely manner.

**Property Financials**

- 1. Operating Budget – Provide a detailed 15-year cash flow Pro Forma which includes line items for expenses and revenues including:

- a. Rental Income
  - b. Any additional income
  - c. Operating Expenses for the property including staffing costs, projected maintenance costs, etc.
  - d. Reserve Accounts – respondents should plan for maintaining operating and replacement reserve accounts for the benefit of the property.
2. Grants and additional funding – Describe any additional grants or funding that may be used to provide property management and additional services for tenants including funding source, amount, and basic description.
  3. Insurance requirements – Respondents shall provide acknowledgement of the following insurance requirements and a statement ensuring they are able to meet the minimum requirements. Any Contract resulting from award of this Solicitation shall require the selected respondent(s) to procure and maintain, and shall cause each subcontractor of Respondent to procure and maintain the minimum insurance coverages listed below:
    - a. Commercial General Liability - \$2,000,000
    - b. Workers’ Compensation: Statutory
    - c. Property Insurance: \$2,250,000 or otherwise as negotiated with Johnson County
    - d. Professional Liability Insurance: \$1,000,000 per occurrence, \$2,000,000 aggregate combined single limit, \$5,000 maximum deductible per claim. The policy shall cover the organization, all employees and volunteers, and all independent contractors, subcontractors and professional contractual persons hired or retained by contractor.
    - e. Automobile Liability – Combined Single Limit \$500,000
    - f. Insurance coverages required or prudent for providing rental housing, including housing for low-income residents
    - g. All insurance policies required hereunder shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against Johnson County its agencies, institutions, organizations, officers, agents, employees and volunteers.
    - h. The foregoing insurance types, limits, and coverages may be modified only with the express written consent of Johnson County and shall be subject to additional terms and conditions of any contract awarded pursuant to this Solicitation.

The selected respondent(s) shall be responsible for securing funding necessary for the project. If debt financing is used under a leasing scenario, no financial risk or credit risk shall be imposed upon the County or the County’s fee-interest in the property. The County is open to contribute the property into the project and may consider, but is under no obligation to, contribute other resources. Being selected via this RFP in no way guarantees funding via other financial assistance programs.

**Lifecycle Maintenance:** The selected respondent(s) should presume they shall be responsible for lifecycle maintenance, including capital refurbishment and replacement, necessary to sustain the project to the level of operation and occupancy agreed to in the project documents.

**Facilities Management Services:** The selected respondent(s) shall be responsible for the management, maintenance, repair and restoration of all improvements and associated

infrastructure and certain furniture, fixtures, and equipment on the property, including providing or selecting a property/asset management provider to provide these and certain other services, such as grounds maintenance, trash removal and parking. Property management services should not be provided via a for-profit entity.

#### Required Attachments

- 15-year cash flow Pro Forma
- Additional income documentation
- Assets and liabilities documentation
- Any other documentation that adequately demonstrates financial capacity
- Letters of Support (2)
- Memorandums of Understanding if applicable
- Operating Expense Budget
- Proof of insurance
- Sample Lease
- Sample Rental Application
- Third party audit for the previous two years
- Tenant Policies & Procedures

#### **Evaluation Criteria**

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Johnson County reserves the right to waive any technicality or irregularity and select the responding entity which best meets the needs and interests of the County. The County also reserves the right to reject any or all submittals, portions, or parts thereof, abandon this RFP process, and/or to obtain services through other means. Scores will be used as a guide by County staff in ranking the proposals, identifying applicants to provide oral presentations, and determining County staff recommendations, if any, to the Board of Supervisors. Board of Supervisors shall make the final project award decision. The County expects to enter into a contract with the respondent(s) whose proposal is most advantageous to the County, taking into consideration the evaluation factors set forth in the RFP. The most advantageous proposal may or may not have received the most points.

Proposals will be evaluated in accordance with the requirements stated in this solicitation and any addenda issued. Johnson County, at its sole discretion, may elect to select well-scoring respondents as finalists for an oral presentation. This scoring rubric is for the benefit of Johnson County in its evaluation of proposals, and not for the benefit of respondents or third parties. Ultimate selection is still subject to negotiation and approval of a definitive project agreement satisfactory to Johnson County (including but not limited to a lease, purchase price (if any), covenants, conveyance with reversion clauses, and operating agreement).

#### Experience, Capacity and Qualifications

Respondents will be evaluated on their experience with providing affordable housing, experience with federal/state/local funding, financial capacity, grant compliance and ability of the entity to successfully carry out the project. (20 points)

#### Project Plan

Respondents will be evaluated on their project plan, implementation strategy, community collaborations, the feasibility of the project and overall impact toward meeting the County's goal of sustainably providing affordable, low-barrier units. (20 points)

#### Tenant Selection Plan

Respondents will be evaluated on the provided tenant selection plan with scores gaining additional points for reducing barriers to accessing housing such as credit, rental history, income level, criminal history, etc. (10 points)

#### Management, Maintenance & Emergency Plan

Respondents will be evaluated on the provided management plan including tenant screening practices, lease structure, document retention capabilities, acceptance of tenant rental assistance, tenant policies and procedures, software utilized, tenant supports, etc. Respondents will be evaluated on their maintenance plan including capacity to offer 24-hour emergency maintenance, tenant maintenance request procedures, snow/lawn/trash, and emergency procedures in case of severe weather or incidents. (20 points)

#### Additional Services and Project Timeline

Respondent offers additional services above and beyond those required for the project. Respondent identifies outreach plan to inform prospective tenants of available units. Operational timeline is reasonable to achieve full occupancy. (10 points)

#### Financials

Respondents will be evaluated on their capacity to own 15 units of affordable housing in Johnson County. This will include review of 15-year Per Forma, current cash flow, financial stability, assets and liabilities, staffing capacity, leveraging of additional resources etc. Organization demonstrates that they have sufficient financial means to own, operate and adequately maintain the property. (20 points)

#### Return on County's Fiscal Investment

Consideration will be given to the Respondent's capacity and willingness to support the County's recovery of those funds expended in the acquisition, repair and improvement of the property and dwelling units to make them ready for use as contemplated in this RFP. Cost recovery for the County may be through lease rate and period, purchase proposal, coverage of County's ongoing costs (e.g. insurance, debt service), or a combination thereof. Note, a greater-than-nominal lease rate and purchase price is not required for consideration. (10 points)

#### Invalid Proposals

Submission of proposals from all qualified applicants is encouraged. Proposals may be rejected for any of the following:

- Proposed project is not an eligible activity;
- Organization or project team has unresolved monitoring issues or has been found to be in noncompliance with any federal, state, or local grant or loan program requirements in the last five (5) years;
- Proposal is incomplete or does not meet the submission requirements;
- Proposal includes false, misleading, or inaccurate information.

### **Appeals**

Appeals must be made in writing to, Lynette Jacoby, [ljacoby@johnsoncountyiowa.gov](mailto:ljacoby@johnsoncountyiowa.gov) within five business days of receipt of the funding decision notice. Appeals must be based on a contention that the process violated state or federal law, that policies or rules did not provide adequate public notice or involved a conflict of interest by staff or review team members. The Grant Review Committee will review the appeal and make a recommendation to the Johnson County Board of Supervisors within 15 business days of receipt of appeal. Should the Respondent wish to appeal the Grant Review Committee's decision the Respondent must do so in writing within 10 days of receipt of the Committee's decision. The Johnson County Board of Supervisors shall hear the Respondent's appeal within 15 business days from the date in which the appeal was received.

### **Agreement**

A project agreement will be diligently negotiated with the most advantageous offeror within a mutually agreed upon timeframe, but in no event longer than three (3) months after selection by the Board of Supervisors. In the event mutually agreeable terms cannot be reached within the time specified, the County reserves the right to terminate negotiations and finalize a contract with another qualified respondent without undertaking a new procurement process. Contract terms and conditions will vary based on several factors, including the nature of the ultimate project proposed and any applicable risk assessment findings.

The selected respondent should anticipate, and participate in, substantive discussions with staff, community stakeholders and other interested parties and policy makers during the negotiations. The respondent also should anticipate revisions to their project concept/proposal as a result of negotiations with the County and any applicable public hearing process.

This RFP and the selection process shall in no way be deemed to create a binding contract or agreement of any kind between the County and any respondent. All legal rights and obligations between the selected respondent(s), if any, and Johnson County will come into existence only when an agreement is fully executed by the parties and then approved by the Board of Supervisors.

### **Other**

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#### Respondent's Duty to Investigate

It is the sole responsibility of the selected Respondent to investigate and determine the condition of the property and the suitability of the conditions for any proposed improvements and use. The information presented in this RFP and in any report or other information provided by the County is

provided solely for the convenience of the interested parties. It is the responsibility of interested parties to assure themselves that the information contained in this RFP or other documents is accurate and complete. The County provides no representations, assurances or warranties pertaining to the accuracy of the information.

Respondents are responsible for reviewing all portions of this RFP and any other information provided by the County in relation to this RFP. Respondents are to notify the County in writing of any ambiguity, discrepancy, omission or other error in this RFP promptly after discovery, but in no event later than ten (10) business days before the deadline to submit submittals. Any concerns over ambiguity, discrepancy, omission or other error in this RFP from an interested party not provided to the County in a timely fashion will not be able to be accommodated or addressed.

The County's failure to object to an error, omission or deviation in any submittal will in no way modify this RFP or excuse Respondents from full compliance with the requirements of this RFP.

#### No Costs

Johnson County shall not be responsible for any costs incurred by any respondents in preparing, submitting, or presenting its response to the RFP or interview process, if applicable. The County shall not be responsible for any costs incurred by the responding entity selected by the County prior to execution of any further agreements or contracts.

#### Ownership of Documents

Any reports, studies, conclusions and summaries submitted by the responding entity shall become the property of the County.

#### Public Records

Johnson County is subject to public information laws, which permit access to most records and documents. Proprietary information in your response must be clearly identified and will be protected to the extent legally permissible. Proposals may not be marked 'Proprietary' in their entirety. All provisions of any contract resulting from this request for proposal will be public information.

The County assumes no contractual obligation to enforce any exemption. By submitting a response to this RFP the respondent agrees to indemnify and hold the County and its Board of Supervisors, officers, employees and agents (collectively "Indemnified Parties") harmless should any information marked as confidential and/or proprietary knowingly or unknowingly be released as the result of a public records request or if any information marked as confidential and/or proprietary is not released as a result of a public records request.

#### Addenda, Modifications and Clarifications

1. Johnson County reserves the right to change the RFP schedule or issue addenda to the RFP at any time. All such addenda will become part of the RFP. The County will provide notification of addenda in the same manner as distribution of the RFP. It is the responder's responsibility to confirm as to whether any addenda have been issued. The County also reserves the right to cancel or reissue the RFP.

2. The county reserves the right to request any responding entity to clarify its proposal or to supply any additional material deemed necessary to assist in the evaluation of the proposal. Modification of a proposal already received will be considered only if the modification is received prior to the submittal deadline. Any modifications shall be made in writing, executed and submitted in the same form and manner as the original proposal.

#### Conflicts of Interest; Nepotism

Any entity submitting a proposal or entering into a contract with the County shall disclose any relationship listed below<sup>1</sup> that may exist between the contracting entity (including its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity) and a County Supervisor or a County employee: see footnote<sup>1</sup> below.

The selected respondent shall also establish or have established policy safeguards to prevent employees, consultants, members of governing bodies, and others who may be involved in this project from using their positions for purposes that are, or give the appearance of being, for private benefit for themselves or others, including nepotism (employment of relatives) and conflicts of interest.

#### Transfer of Property Subject to Iowa Code, Public Hearings, and Satisfying Public Purpose

Iowa Code Sec. 331.361 governs the transfer of County property. Accordingly, any proposed or planned for conveyance of title to the subject property or lease thereof in excess of three (3) years, must follow the statutory procedure and will be subject to a public hearing, after which the Board of Supervisors may take action regarding the selected proposal in its sole discretion. For any proposal that offers less than fair market value for the subject property, the respondent must describe the public purpose to be served by such proposal, in sufficient detail so as to satisfy Article III, section 31 of the Iowa Constitution and related Iowa law.

#### Indemnification

By submitting a response to this RFP the respondent agrees to defend, indemnify and hold harmless the Indemnified Parties, from any and all losses, damages, expenses (including reasonable attorney's fees) and other liabilities of any type whatsoever, arising out of or relating to any negligence, intentional tort, breach of contract, or breach of applicable law by the respondent, or its employees, agents, subcontractors, or other persons or entities performing work under any project or agreement awarded as a result of this process. Johnson County shall be responsible for its own negligence and that of its officers and employees. Nothing herein shall be construed as a waiver of the provisions of Iowa Code Chapter 670 and other laws immunizing Johnson County from liability.

#### Applicable Law and Venue

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<sup>1</sup> father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, or grandchild



This solicitation, its resulting agreement and all rights and duties of the parties hereto shall be governed by the laws of the State of Iowa. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this RFP or resulting agreement shall be in Johnson County, Iowa, or, in the event of a federal jurisdiction, in the United States District Court for the Southern District of Iowa.

## REFERENCES

The successful Respondent must be familiar with, or become familiar with, the following documents and regulations to the extent they may be applicable to providing affordable housing to the public at the subject property:

Title VI and other applicable provisions of the Civil Rights Act of 1964

Department of Labor Opportunity Clause (41CFR 40-1.4)

Section 109 of the Housing and Community Development Act of 1974

Executive Order 11625 (Utilization of Minority Business Enterprise) and Enterprise Order 12138 (Utilization of Female Business Enterprise)

Section 504 of the Rehabilitation Act of 1973

Americans With Disabilities Act of 1990

Section 3 of the Housing and Urban Development Act of 1968

4 CFR Part 8, non-discrimination based on handicap

Section 504 of the Rehabilitation Act, as amended, and the rules and regulations thereunder, with regard to provision of accessible housing

24 CFR Part 135, employment opportunities for Section 3 business and low-income persons

24 CFR Part 85 (HUD procurement regulations) and OMB Circular A-87 (concerning procurement and costs)

HUD Handbook No. 1378, Tenant Relocation and Real Property Acquisition, as amended

HUD disposition approval process

Iowa Code Chapter 403A and related regulations

Iowa Department of Health and Human Services requirements

Federal Home Loan Bank and Affordable Housing (FHFC) Program guidelines

24 CFR 941 (Mixed-finance development regulations)

The Quality Housing and Work Responsibility Act of 1998

Low Income Housing Tax Credit program (IRS)

City of Iowa City Codes and Regulations