**CONTRACT FOR SERVICES BETWEEN**

**IOWA ECONOMIC DEVELOPMENT AUTHORITY**

**AND**

**(COMPANY)**

This contract is between the Iowa Economic Development Authority and **(COMPANY)**

The parties agree as follows:

**SECTION 1. IDENTITY OF THE PARTIES**

A. The Iowa Economic Development Authority ("Authority" or “IEDA”) is authorized to enter into this Contract pursuant to *Iowa Code* section 15.106A. Authority's address is 200 East Grand Avenue, Des Moines, IA 50309. The funding source for this Contract is XXX funds.

B. (Contractor) is a limited liability corporation organized under the laws of the State of Iowa and is authorized to do business in the State of Iowa. The Contractor’s mailing address is: XXX

C. Each party has designated a Project Manager (PM), who shall be responsible for oversight and negotiation of any contract modifications. IEDA’s PM is XXX. Contractor’s PM is XXX

**SECTION 2. PURPOSE**

The parties have entered into this Contract for the purpose of retaining the Contractor to provide services to assist the Authority in XXX.

**SECTION 3. DURATION OF CONTRACT**

3.1 Term of Contract. The term of this contract shall be XXX through XXX, unless terminated earlier is accordance with the Termination section of this Contract.

3.2 Renewal. IEDA shall have the sole option to renew and extend this Contract for subsequent periods, adding up to no more than two (2) additional terms by giving the Contractor written notice for subsequent notice prior to the expiration of this Contract. In no case shall any series of contracts exceed three (3) years. This contract is for the first term as allowed per RFP.

**SECTION 4. DEFINITIONS**

4.1 “Contract” shall mean this Contract and any and all exhibits and attachments to this Contract.

4.2 "IowaGrants.gov" means Iowa’s Funding Opportunity Search and Grant Management System. This system allows receipt of electronic applications for and management of grants by the State of Iowa. Persons accessing the system for this purpose are required to register online at [www.IowaGrants.gov](http://www.IowaGrants.gov). The Authority reserves the right to require the Contractor to utilize the IowaGrants.gov system to conduct business associated with this Contract. All documents, including but not limited to, the Request for Proposal (RFP) entitled “XXX”, addenda to the RFP, and consultant’s response to the RFP and this Contract shall be found in the Contractor’s IowaGrants.gov account.

4.3 “Program” shall mean the XXX program administered by the XXX

**SECTION 5. SCOPE OF SERVICES**

5.1 Scope of Services. Contractor shall provide the professional services to IEDA as set forth in Exhibit A, Scope of Services and Budget, attached hereto and incorporated herein by this reference.

5.2 Industry Standards. Services rendered pursuant to this Contract shall be performed in a professional and workmanlike manner in accordance with the terms of this Contract and the standards of performance considered generally acceptable in the industry for similar tasks and projects.

5.3 Non-Exclusive Rights. This Contract is not exclusive. The Authority reserves the right to select other contractors to provide services similar or identical to the Scope of Services described in this Contract during the term of this Contract.

**SECTION 6, COMPENSATION**

6.1 Pricing. The Contractor will be paid up to $XXX for performance of the services described in the Exhibit A, Scope of Services and Budget. Unless otherwise agreed in writing by both parties, the Contractor shall not be entitled to receive any other payment or compensation from the State for any goods or services provided by or on behalf of the Contractor under this Contract. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under this Contract including, but not limited to, air travel, travel expenses, hotel, meals and honorarium.

6.2 Billings. The Contractor shall submit an invoice within 30 working days of services performed in accordance with this Contract. The invoice shall comply with all applicable rules concerning the payment of such claims. The Authority shall pay all approved invoices in arrears and in conformance with *Iowa Code* section 8A.514 and 11 *Iowa Administrative Code* 41. The Authority may pay in less than 60 days, as provided in *Iowa Code* Section 8A.514. However, an election to pay in less than 60 days shall not act as an implied waiver of *Iowa Code* Section 8A.514.

6.3 Delay of Payment Due to Contractor's Failure. If the Authority in good faith determines that the Contractor has failed to perform or deliver any service as required by this Contract, the Contractor shall not be entitled to any compensation under this Contract until such service or product is performed or delivered. In this event, the Authority may withhold that portion of the Contractor's compensation which represents payment for service or product that was not performed or delivered.

**SECTION 7. INDEMNIFICATION**

7.1. By the Contractor. The Contractor agrees to indemnify and hold harmless the State of Iowa and the Authority, its officers, employees and agents, appointed and elected and volunteers from any and all costs, expenses, losses, claims, damages, liabilities, settlements, and judgments, including reasonable value of the time spent by the Attorney General's Office and the costs and expenses and reasonable attorney's fees of other counsel required to defend the State of Iowa or the Authority, related to or arising from: (i) Any breach of this contract; (ii) Any negligent, intentional, or wrongful act of omission of the Contractor, (iii) The Contractor's performance or attempted performance of this Contract, including any agent or subcontractor utilized or employed by the Contractor; (iv) Any failure by the Contractor to comply with the Law provision of this Contract; (v) Any failure by the Contractor to make all reports, payments, and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Contractor to conduct business in the State of Iowa;

7.2 By the Authority. The Authority shall, only to the extent consistent with Article VII, Section 1 of the Iowa Constitution and *Iowa Code* Chapter 669, indemnify and hold harmless the Contractor from and against any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments arising directly out of the negligence or wrongful acts or omissions of any employee of the Authority within the scope of the employee's employment in connection with the performance of this Contract.

7.3 Insurance. The Contractor, and any subcontractor, shall maintain standard professional liability coverage throughout the duration of this contract. A copy of the insurance certificate shall be provided to IEDA upon request. In addition, the Contractor shall ensure it has any necessary workers' compensation and employer liability insurance, as required by Iowa law.

**SECTION 8. INTELLECTUAL PROPERTY RIGHTS**

All Intellectual Property Rights to materials, documents, and data or any other tangible/ intangible designed and/or developed under direct funding from this project shall be the sole property of the IEDA. If all or a portion of the funding used to pay for the Deliverables or Services is being provided through a grant from the Federal Government, Contractor acknowledges and agrees that pursuant to applicable federal laws, regulations, circulars and bulletins, the awarding agency of the Federal Government reserves certain rights including, without limitation a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes, the Deliverables or Services developed under this Contract and the copyright in and to such Deliverables or Services.

**SECTION 9. CONTRACT ADMINISTRATION**

9.1 Default. The occurrence of any one or more of the following events shall constitute cause for IEDA to declare Contractor in default of its obligations under this Contract: a) non-performance; b) a failure of Contractor to make substantial and timely progress toward performance of the Contract; c) a failure of Contractor's work product and services to conform with any specifications noted herein; d) a repeated exhibition of defects in the services delivered by Contractor causing serious disruption of use or downtime over a six month period; or e) a breach of any term of this Contract.

9.2 Termination. This Contract may be terminated in the following circumstances: a) By either party, without cause, after ten (10) days written notice; b) As a result of Contractor's default under this Contract; c) As a result of the termination or reduction of funding to IEDA.

9.3 Remedy Upon Termination. In the event of termination of this Contract or reduction of the Contract amount, the exclusive, sole and complete remedy of Contractor shall be payment for services rendered prior to termination.

9.4 Nontransference. Unless otherwise stipulated in this contract, the contracting party shall not transfer or assign any interest in this contract without prior written approval from the IEDA.

9.5 Survival of Contract. If any portion of this contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable

9.6 Independent Contractor. The status of the Contractor shall be that of an independent contractor. The Contractor, its employees or agents and any subcontractors performing under this Contract are not employees or agents of the State of Iowa or any other agency, division, or department of the state. Neither the Contractor nor its employees shall be considered employees of the Authority or the State of Iowa for federal or state tax purposes. The Authority will not withhold taxes on behalf of the Contractor unless required by law.

9.7 Compliance with Laws and Regulations. The Contractor, its employees, agents, and any subcontractors performing under this Contract shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, and orders when performing the services under this Contract, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as subcontractors or suppliers. The Contractor, its employees, agents, and subcontractors shall also comply with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work performed under this Contract.

9.8 Third-Party Beneficiaries. There are no third-party beneficiaries to this Contract. This Contract is intended only to benefit the State of Iowa, the Authority and the Contractor.

9.9 Choice of Law and Forum. The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Contract without regard to the choice of law provisions of Iowa law. In the event any proceeding of a quasi-judicial nature is commenced in connection with this Contract, the exclusive jurisdiction for the proceeding shall be Polk County District Court for the State of Iowa, Des Moines, Iowa. This provision shall not be construed as waiving any immunity to suit or liability including, without limitation, sovereign immunity, which may be available to the Authority or the State of Iowa.

9.10 Integration. This Contract represents the entire Contract between the parties. The parties shall not rely on any representation that may have been made which is not included in this Contract.

9.11 Not a Joint Venture. Nothing in this Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, agent and principal or other association of any kind between the parties hereto. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to this Contract.

9.12 Joint and Several Liability. If the Contractor is a joint entity consisting of more than one individual, partnership, corporation, or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of this contract and for any default of activities and obligations.

9.13 Waiver. Except as specifically provided for in a waiver signed by duly authorized representatives of the Authority and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.

9.14 Time Is of the Essence. Time is of the essence with respect to the performance of the terms of this Contract.

9.15 Records Retention and Access. The Contractor shall maintain books, records, and documents which sufficiently and properly document and calculate all charges billed to the Authority throughout the term of this Contract for a period of three (3) years following the date of the final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records. The Contractor shall permit the Auditor of the State of Iowa or any authorized representative of the State and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronically or optically stored and created records or other records of the Contractor relating to orders, invoices, or payments or any other documentation or materials pertaining to this contract, wherever such records may be located. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records.

9.16 Additional Provisions. The parties agree that if an Addendum, Rider, Attachment, or Exhibit is attached hereto by the parties, referred to herein, then the same shall be deemed incorporated herein by reference.

9.17 Agreement Amendments.

a. Writing required. The Contract will only be amended through written prior approval of the Authority through IowaGrants.gov. Examples of situations where amendments are required include extensions of time for completion of Project activities and changes to the Project including, but not limited to, alteration of existing approved activities or inclusion of new activities.

b. Unilateral modification. Notwithstanding paragraph "a" above, the Authority may unilaterally modify the Contract at will in order to accommodate any change in the Housing and Community Development Act of 1974, Public Law 93-383, as amended or any change in the interpretation of the Act or any applicable Federal, State or local laws, regulations, rules or policies. A copy of such unilateral modification will be given to the Contractor as an amendment to this Contract and will be uploaded to the Contractor’s IowaGrants.Gov account.

c. Authority review. The Authority will consider whether an amendment request is so substantial as to necessitate reevaluating the Authority’s original funding decision on the Project. An amendment will be denied if it substantially alters the circumstances under which the Project funding was originally approved; if it does not meet requirements set forth in 261 *Iowa Administrative Code*, as applicable; or if it conflicts with the Program rules.

9.18 Audit Requirements. As a condition of the grant to the Contractor, the Authority reserves the right to require the Contractor to submit to a post Project completion audit and review.

9.19 Unallowable Costs. If the Authority determines at any time, whether through monitoring, audit, closeout procedures or by other means or process, that the Contractor has expended funds which are unallowable, the Contractor will be notified of the questioned costs and given an opportunity to justify questioned costs prior to the Authority's final determination of the disallowance of costs. Appeals of any determinations will be handled in accordance with the provisions of *Iowa Code* Chapter 17A. If it is the Authority's final determination that costs previously paid by the Authority are unallowable under the terms of the Contract, the expenditures will be disallowed and the Contractor will repay to the Authority any and all disallowed costs.

9.20 Enforcement Expenses. The Contractor shall pay upon demand any and all reasonable fees and expenses of the Authority, including the fees and expenses of its attorneys, experts and agents, in connection with the exercise or enforcement of any of the rights of the Authority under this Contract.

9.21 Use of Debarred, Suspended, or Ineligible Contractors or Subrecipients. CDBG funds shall not be used directly or indirectly to employ, award contracts to or otherwise engage the service of, or fund any contractor or subrecipient during any period of debarment, suspension, or placement ineligible status under the provisions of 24 *CFR* Part 24 or any applicable law or regulation of the Department of Labor.

9.22 Civil Rights.

a. Discrimination in Employment. The Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, religion, sex, national origin, age, sexual orientation, gender identity, familial status, physical or mental disability. The Contractor may take affirmative action to ensure that applicants are employed and that employees are treated without regard to their race, color, religion, sex, national origin, age, sexual orientation, familial status, gender identity, or physical or mental disability. Such action shall include, but may not be limited to, the following: employment, upgrading, promotion, demotion or transfers; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including an apprenticeship. The Contractor agrees to post notices setting forth the provisions of the nondiscrimination clause in conspicuous places so as to be available to employees Upon the State’s written request, the Contractor shall submit to the State a copy of its affirmative action plan, containing goals and time specifications, and accessibility plans and policies as required under 11 *Iowa Administrative Code* chapter 121.

b. Consideration for Employment. The Contractor shall, 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, national origin, age, sexual orientation, gender identity, physical or mental disability, or familial status.

c. Solicitation and Advertisement. The Contractor shall list all suitable employment openings on IowaJobs.org.

d. Civil Rights Compliance in Employment. The Contractor shall comply with all relevant provisions of the Iowa Civil Rights Act of 1965 as amended; Chapter 19B.7 and Chapter 216, Code of Iowa; Federal Executive Order 11246, as amended; Title VI of the U.S. Civil Rights Act of 1964, 42 U.S. Code section 2000d et seq. as amended (42 U.S.C. Section 2000d et seq.); the Fair Labor Standards Act (29 U.S.C. Section 201 et seq.); The Americans with Disabilities Act, as applicable, (P.L. 101 336, 42 U.S.C. 12101-12213); Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. Section 794); and the Age Discrimination Act of 1975 as amended (42 U.S.C. Section 6101 et seq.). The Contractor will furnish all information and reports requested by the State of Iowa or required by or pursuant to the rules and regulations thereof and will permit access to payroll and employment records by the State of Iowa to investigate compliance with these rules and regulations.

e. Certification Regarding Government-Wide Restriction On Lobbying. The Contractor’s Officer who signs this Contract 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 Contractor, 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 awarding any Federal contract, making any Federal grant, making any Federal loan, entering into 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 Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.

(iii) The Contractor shall require that the language of this certification be included in all subcontracts and that all subcontractors shall certify and disclose accordingly.

(iv) 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.

f. Program Nondiscrimination. The Contractor shall conform with requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and HUD regulations issued pursuant thereto contained in 24 *CFR* Part 1. No person in the United States shall, on the basis of race, color, national origin, sex or religion or religious affiliation, 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 through this Contract. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et. seq.) or with respect to an otherwise qualified individual with a disability as provided in the Americans with Disabilities Act, as applicable, (P.L. 101 336, 42 U.S.C. 12101 12213) or Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) shall also apply to any such program, activity, or Project.

g. Fair Housing. The Contractor shall comply with Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), generally known as the Fair Housing Act, and with HUD regulations found at 24 *CFR* Part 107, issued in compliance with Federal Executive Order 11063, as amended by Federal Executive Order 12259. The Contractor shall also comply with Section 109, Title I of the Housing and Community Development Act of 1974, as amended.

h. Section 3 Compliance. The Contractor shall comply with provisions for training, employment, and contracting in accordance with 24 *CFR* part 135, Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u). All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

(i) The work to be performed under this Contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(ii) The parties to this Contract agree to comply with HUD’s regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this Contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

(iii) The Contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers’ representative of the Contractor’s commitments under this section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(iv) The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 *CFR* part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 *CFR* part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

(v) The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 *CFR* part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor’s obligations under 24 CFR part 135.

(vi) Noncompliance with HUD’s regulations in 24 CFR part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

(vii) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

i. Noncompliance with the Civil Rights Laws. In the event of the Contractor’s noncompliance with the nondiscrimination clauses of this Contract or with any of the aforesaid rules, regulations, or requests, this Contract may be canceled, terminated, or suspended either wholly or in part. In addition, the State of Iowa may take further action, imposing other sanctions and invoking additional remedies as provided by the Iowa Civil Rights Act of 1965, *Iowa Code* Chapter 216, or as otherwise provided by law.

j. Inclusion in Subcontracts. The Contractor will include the provisions of the preceding paragraphs of Section 14 in every subcontract unless exempt by the State of Iowa and said provisions will be binding on each subcontractor. The Contractor will take such action with respect to any subcontract as the State of Iowa may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event the Contractor becomes involved in or is threatened with litigation by a subcontractor or provider as a result of such direction by the State of Iowa, the Contractor may request the State of Iowa to enter into such litigation to protect the interests of the State of Iowa.

9.23 Political Activity. No portion of program funds shall be used for any partisan political activity or to further the election or defeat of any candidate for public office. Neither the Program nor the funds provided therefore, nor the personnel employed in the administration of this Contract, shall be in any way or to any extent engaged in the conduct of political activities in contravention of The Hatch Act (5 U.S.C. 15).

9.24 Federal Government Rights. Contractor acknowledges and agrees that, pursuant to applicable federal laws, regulations, circulars and bulletins, the awarding agency of the Federal Government reserves certain rights including, without limitation a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes, the Deliverables developed under this Contract and the copyright in and to such Deliverables.

9.25 Iowa Economic Development Authority Fraud and Waste Policy. The Authority has zero tolerance for the commission or concealment of acts of fraud, waste, or abuse. Allegations of such acts will be investigated and pursued to their logical conclusion, including legal action where warranted.

**ARTICLE 10 DOCUMENTS INCORPORATED BY REFERENCE**

10.1 The following documents incorporated by this reference and considered an integral part of this Agreement:

a. Exhibit A Scope of Services and Budget

b. Contractor’s IowaGrants.gov account

10.2 In the case of any inconsistency or conflict between the provisions of this document and the documents incorporated by reference the following order of priority shall control:

a. Articles 1 - 11 of this Contract

b. Contractor’s Response to IEDA’s Request for Proposals

c. Exhibit A - Scope of Services and Budget

d. Contractor’s IowaGrants.gov account

**SECTION 11. EXECUTION**

IN WITNESS WHEREOF, in consideration of the mutual covenant set forth above and for other goods and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Contract and have caused their duly authorized representatives to execute the Contract on date first stated in Section 3 Term of Contract.

(Company)

Deborah V. Durham, Director

IOWA ECONOMIC DEVELOPMENT AUTHORITY

**EXHIBIT A**

**Scope of Services and Budget**