

Formal Request for Proposals

TITLE OF RFP:	Home Energy Rating System (HERS) Rater		
State Agency:	Iowa Economic Development Authority (IEDA)		
State seeks to purchase:	IEDA/IFA seeks to hire a third-party Home Energy Rating System (HERS) Index Rating servicer. The contractor will provide HERS rating services to Community Development Block Grant-Disaster Recovery and other funded housing projects. The tentative terms of the contract will be from March 1, 2023 through February 28, 2026.		
Initial term of the contract:	3 years	Possible extensions: 0	3 years (total)
Anticipated Contract term - Beginning:	March 1, 2023	Ending:	February 28, 2026
State Issuing Officer:	Steven Stransky		
Email:	Steven.Stransky@IowaEDA.com		
Address:	1963 Bell Ave, Suite 200, Des Moines, IA 50315		
PROCUREMENT TIMETABLE—Event or Action:		Date/Time (Central Time Zone):	
State Posts Notice of RFP on TSB website:		December 6, 2022	
State Issues RFP:		December 8, 2022	
Questions Due:		January 10, 2023 / 4:00 PM Local time Des Moines, IA	
IEDA Response to Questions on or before		January 12, 2023 / 4:00 PM Local time Des Moines, IA	
Proposals Due Date:		January 31, 2023 / 4:00 PM Local time Des Moines, IA	
Anticipated Date to issue Notice of Intent to Award:		February 23, 2023	
Anticipated Date to execute contract:		March 1, 2023	
Internet website where Addenda to this RFP will be posted:		https://bidopportunities.iowa.gov/	
Proposals Required to be Submitted to:		6b37cdfa.iowa1.onmicrosoft.com@amer.teams.ms	
Firm Proposal Terms - Per Section 3.2.13, the minimum Number of Days following the deadline for submitting proposals that the Contractor guarantees all proposal terms, including price, will remain firm:			120

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SECTION 1: INTRODUCTION

1.1. Purpose. The purpose of this Request for Proposals (RFP) is to solicit proposals from Responsible Contractors to provide the services identified on the RFP cover sheet and further described in Section 2 of this RFP to the Authority. The Authority intends to award a Contract(s) beginning on the date listed on the RFP cover sheet, and the Authority, in its sole discretion, may extend the Contract for up to the number of extensions identified on the RFP cover sheet. The Authority may award more than one Contractor under this RFP.

1.2. Definitions. For the purposes of this RFP and the resulting contract, the following terms shall mean:

1.2.1. "Proposal" means the Contractor's proposal submitted in response to the RFP.

1.2.2. "Contract" means the contract(s) entered into with the successful Contractor(s) as described in Section 6.1.

1.2.3. "Contractor" or "Bidder" means a vendor submitting Proposals in response to this RFP.

1.2.4. "IEDA" means the Iowa Economic Development Authority and any other governmental body that purchases from the Contract; may also be referred to as, "State Agency", "Department" or "Authority".

1.2.5. "Responsible Contractor" means a Contractor that has the capability in all respects to perform the requirements of the Contract. In determining whether a Contractor is a Responsible Contractor, the Authority will consider various factors including, but not limited to, the Contractor's competence and qualifications to provide the goods or services requested, the Contractor's integrity and reliability, the past performance of the Contractor and the best interest of the Authority and the State.

1.2.6. "Responsive Proposal" means a Proposal that complies with the material provisions of this RFP.

1.2.7. "RFP" means this Request for Proposals and any attachments, exhibits, schedules or addenda hereto.

1.2.8. "State" means the State of Iowa, the Authority, and all state agencies, boards, and commissions, and any political subdivisions making purchases from the Contract as permitted by this RFP.

1.3. Overview of the RFP Process. **Contractors will be required to submit their Proposals electronically to the email address provided on the cover page.** It is the Authority's intention to evaluate Proposals from all Responsible Contractors that submit timely Responsive Proposals and award the Contract(s) in accordance with Section 4, Evaluation and Selection.

1.4. Background Information. This RFP is designed to provide Contractors with the information necessary for the preparation of competitive Proposals. The RFP process is for the IEDA's benefit and is intended to provide the IEDA with competitive information to assist in the selection process.

It is not intended to be comprehensive. Each Contractor is responsible for determining all factors necessary for submission of a comprehensive Proposal.

Iowa Economic Development Authority

Our mission is to strengthen economic and community vitality by building partnerships and leveraging resources to make Iowa the choice for people and business. For more information about IEDA and its programs, visit IEDA's Web site at www.iowaeda.com.

The successful contractor will support the Disaster Recovery (DR) Team. This team oversees the implementation and compliance of Community Development Block Grant – Disaster Recovery (CDBG-DR) awards from the U.S. Department of Housing & Urban Development (HUD). The successful contractor will support the 2019 CDBG-DR housing programs in Harrison, Mills, and Fremont counties and the 2020 Derecho CDBG-DR housing programs in Marshall, Tama, Benton, and Linn counties. The successful contractor may also assist with any future CDBG-DR allocations at the discretion of IEDA.

SECTION 2: SPECIFICATIONS

2.1 Overview. The successful Contractor shall provide the services to the Authority and other agencies using the Contract in accordance with the specifications as provided in this Section. The Contractor shall address each requirement in this Section and indicate whether or not it will comply with the requirement. If the context requires more than a yes or no answer or the section specifically indicates, Contractor shall explain how it will comply with the requirement. Proposals must address each requirement. Merely repeating the requirements may be considered non-responsive and may disqualify the Contractor. Proposals must identify any deviations from the requirements of this RFP or requirements the Contractor cannot satisfy. If the Contractor deviates from or cannot satisfy the requirement(s) of this section, the Authority may reject the Proposal.

2.2 Proposed Scope of Work and Deliverables. Deliverables listed are the minimum expected from the Contractor. Additional information and deliverables based on Contractor's experience with similar projects are encouraged.

IEDA seeks to hire a contractor with sound knowledge of building science principles and experience in providing comprehensive Home Energy Rating System (HERS) Rater services to single-family and multifamily new construction and rehabilitation projects. As part of the State of Iowa's 2020 Derecho CDBG-DR program, IEDA projects awarding funding to approximately 137 units of single-family new construction, 194 units of rental new construction, and 50 single-family rehabilitations. IEDA also intends to use CDBG funding to develop 10-20 upper story adaptive reuse housing opportunities annually. The successful contractor will provide HERS Rater Services to CDBG-DR projects, in addition to an undetermined number of other IEDA-funded housing projects.

Specific tasks include:

- 1) **Design Phase** – Contact project developer as early as possible in the project design phase to identify cost-effective options for meeting the project's high performance goals. Using project design information from the project's development team, model the project for an initial estimated HERS index. If necessary, adjust the model to improve HERS Index performance and suggest possible design and equipment changes to improve

home performance with the project developer/designer. Submit quarterly reports (January, April, July, and September) to IEDA on tasks completed.

- 2) **During Construction** – Perform inspections and testing with personnel certified to complete the specific tasks conducting/performing. This requirement must be communicated by the successful contractor to the project development team. During construction tasks include submitting quarterly reports (January, April, July, and September) to IEDA on the following tasks completed:
 - a. Conduct on-site inspection of slab edge, under slab installation, and capillary break. Should any part of the inspection fail, the HERS Rater shall convey any failures to the development team and IEDA and schedule a re-inspection.
 - b. Complete the slab portion of the Iowa Green Streets Criteria – HERS Rater Checklist. Include the dates inspections were conducted the name and signature of the individual completing the inspections.
 - c. Conduct an on-site, pre drywall/thermal inspection. Should any part of the inspection fail, the HERS Rater shall convey any failures to the development team and IEDA and reschedule a re-inspection if applicable.
 - d. Conduct pre-wall thermal inspection portion of the Iowa Green Streets Criteria – HERS Rater Checklist. This should include the date in the inspection was conducted and the name and signature of the individual completing the inspection.

- 3) **Post Construction** – Post construction, tasks include submitting quarterly reports (January, April, July, and September) to IEDA on the following tasks completed:
 - a) Conduct final on-site inspection and testing. Should any part of the inspection or testing fail, the HERS Rater shall convey any failures to the development team and IEDA and reschedule a re-inspection and/or re-test if applicable.
 - b) Complete the final inspection portion of the 2020 Iowa Green Streets Criteria – HERS Rater Checklist. This should include the date inspection was conducted and the name and signature of the individual completing the inspection.
 - c) Upon completion of the project, submit to IEDA the HERS Rating Certificate, IECC Code Certificate, and Appendix E Certification Form.

SECTION 3: FORM AND CONTENT OF PROPOSALS

3.1. Instructions. These instructions prescribe the format and content of the Proposal. They are designed to facilitate a uniform review process. Failure to adhere to the Proposal format may result in the rejection of the Proposal.

3.1.1. The Proposal shall be submitted timely to the email address provided on the cover page.

Separate attachments for the technical and cost proposal are required. The Technical Proposal and the Cost Proposal shall be labeled as such.

The IEDA shall not be responsible for misdirected messages or premature opening of Proposals if a Proposal is not properly labeled.

3.1.2. If the Contractor designates any information in its Proposal as confidential pursuant to Section 5, the Contractor must also submit one (1) copy of the Proposal from which confidential information has been excised as provided in Section 5 and which is marked "Public Copy".

3.1.3. Proposals shall not contain promotional or display materials.

3.1.4. Attachments shall be referenced in the Proposal.

3.1.5. If a Contractor proposes more than one solution to the RFP requirements, each shall be labeled and submitted separately, and each will be evaluated separately.

3.2 Technical Proposal. The following documents and responses shall be included in the Technical Proposal in the order given below:

3.2.1 Transmittal Letter (Required)

An individual authorized to legally bind the Contractor shall sign the transmittal letter. The letter shall include the Contractor's mailing address, electronic mail address, and telephone number. Any request for confidential treatment of information shall be included in the transmittal letter in accordance with the provisions of Section 5.

3.2.2 Table of Contents. The Contractor shall include a table of contents of its Proposal.

3.2.3 Executive Summary. The Contractor shall prepare an executive summary and overview of the services it is offering, including all the following information:

3.2.3.1 Statements that demonstrate that the Contractor has read, understands and agrees with the terms and conditions of the RFP including the contract provisions in Section 6.

3.2.3.2 An overview of the Contractor's plans for complying with the requirements of this RFP.

3.2.3.3 Any other summary information the Contractor deems to be pertinent.

3.2.4 Specifications. The Contractor shall answer whether or not it will comply with each requirement in Section 2 of the RFP and explain the process and methodology it intends to utilize to address the topics identified in Section 2 and any additional topics that the Authority considers to be relevant to the RFP. Where the context requires more than a yes or no answer or the specific requirement so indicates, Contractor shall explain how it will comply with the requirement. Merely repeating the Section 2 requirements may be considered non-responsive and result in the rejection of the Proposal. Proposals must identify any deviations from the requirements of the RFP or requirements the Contractor

cannot satisfy. If the Contractor deviates from or cannot satisfy the requirement(s) of this section, the Authority may reject the Proposal.

3.2.5 Vendor Background Information. The Contractor shall provide the following general background information:

3.2.5.1 Name, address, telephone number, and e-mail address of the Contractor including all d/b/a's or assumed names or other operating names of the Contractor and any local addresses and phone numbers.

3.2.5.2 Form of business entity, i.e., corporation, partnership, proprietorship, limited liability company.

3.2.5.3 State of incorporation, state of formation, or state of organization.

3.2.5.4 The location(s) including address and telephone numbers of the offices and other facilities that relate to the Contractor's performance under the terms of this RFP.

3.2.5.5 Number of employees.

3.2.5.6 Type of business and Unique Entity Identifying (UEI) number if available.

3.2.5.7 Name, address and telephone number of the Contractor's representative to contact regarding all contractual and technical matters concerning the Proposal.

3.2.5.8 Name, contact information and qualifications of any subcontractors who will be involved with this project the Contractor proposes to use and the nature of the services the subcontractor would perform.

3.2.5.9 The successful Contractor will be required to register to do business in Iowa before payments can be made. In addition, if federal funds are utilized to fund this RFP then the successful Contractor is required to obtain a UEI number.

3.2.6 Experience. The Contractor must provide the following information regarding its experience:

3.2.6.1 Number of years in business.

3.2.6.2 Number of years of experience with providing the types of services sought by the RFP.

3.2.6.3 The level of technical experience in providing the types of services sought by the RFP.

3.2.6.4 A list of all services similar to those sought by this RFP that the Contractor has provided to other businesses or governmental entities.

3.2.6.5 Letters of reference from at least one (1) customer or client knowledgeable of the Contractor's performance in providing services similar to the services described in this RFP and a contact person and telephone number for each reference.

3.2.7 Personnel. The Contractor must provide resumes for all key personnel who will be involved in providing the services contemplated by this RFP. The following information must be included in the resumes:

3.2.7.1 Full name.

3.2.7.2 Education.

3.2.7.3 Years of experience and employment history particularly as it relates to the requirements of the RFP.

3.2.8 Financial Information. The Contractor must provide the following financial information

3.2.8.1 Audited financial statements for the last 3 years.

3.2.8.2 At least two (2) financial references, if audited financial statements are unavailable. Examples of financial references would include banks, vendors that state the Contractor has paid bills on time, or others who can verify the financial viability of the Contractor. The references can be in letter format and describe any information relevant to the Contractor's finances.

3.2.9 Termination, Litigation, Debarment. The Contractor must provide the following information for the past five (5) years:

3.2.9.1 Has the Contractor had a contract for services terminated for any reason? If so, provide full details regarding the termination.

3.2.9.2 Describe any damages or penalties assessed against or dispute resolution settlements entered into by Contractor under any existing or past contracts for services. Provide full details regarding the circumstances, including dollar amount of damages, penalties and settlement payments.

3.2.9.3 Describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the Contractor to engage in any business, practice or activity.

3.2.9.4 A list and summary of all litigation or threatened litigation, administrative or regulatory proceedings, or similar matters to which the Contractor or its officers have been a party.

3.2.9.5 Any irregularities discovered in any of the accounts maintained by the Contractor on behalf of others. Describe the circumstances and disposition of the irregularities.

Failure to disclose these matters may result in rejection of the Proposal or termination of any subsequent Contract. The above disclosures are a continuing requirement of the Contractor. Contractor shall provide written notification to the IEDA of any such matter commencing or occurring after submission of a Proposal, and with respect to the successful Contractor, following execution of the Contract.

3.2.10 Acceptance of Terms and Conditions. The Contractor shall specifically agree that by submitting the Proposal, the Contractor is accepting all terms and conditions stated in the RFP. However, if the Contractor objects to any term or condition, the Contractor must specifically refer to the RFP page and section number and provide the reason for the objection. Objections or responses that materially alter the RFP will be deemed non-responsive and result in rejection of the Proposal.

3.2.11 Certification Letter. The Contractor shall sign and submit with the Proposal, the document included as Attachment #1 (Certification Letter) in which the Contractor shall make the certifications included in Attachment #1.

3.2.12 Authorization to Release Information. The Contractor shall sign and submit with the Proposal the document included as Attachment #2 (Authorization to Release Information Letter) in which the Contractor authorizes the release of information to the Authority.

3.2.13 Firm Proposal Terms. The Contractor shall guarantee in writing the services offered in the Proposal are currently available and that all Proposal terms, including price, will remain firm 120 days following the deadline for submitting Proposals.

3.3 Cost Proposal. The Contractor shall provide its cost proposal separately for the proposed services using the form in Attachment #3.

3.4 Contractor shall certify it can comply with applicable information security policies. State of Iowa Security Standards can be found at: <https://ocio.iowa.gov/standards> under the Security section.

SECTION 4: EVALUATION AND SELECTION

4.1 Introduction. This section describes the evaluation process that will be used to determine which Proposal(s) provide(s) the greatest benefit to the State. IEDA will not necessarily award the Contract(s) to the Contractor(s) offering the lowest cost to the IEDA. Instead, the IEDA will award the Contract(s) whose Responsive Proposal(s) the IEDA believes will provide the best value to the State. IEDA will either chose to award one contract for all scope of work & deliverables described in Section 2 or choose to award multiple contracts, whichever IEDA determines is in the best interests of IEDA. IEDA reserves the right to reject all proposals and choose not to issue an award(s).

4.2 Evaluation Committee. The IEDA intends to conduct a comprehensive, fair, and impartial evaluation of Proposals received in response to this RFP. The IEDA will use an evaluation committee to review and evaluate the Proposals.

The evaluation committee will make a recommendation to Economic Development Authority Board, which must approve the recommendation if the total cost is equal to or greater than \$50,000. In such case, the Board will select the Contractor to receive the award. The Board is not bound by the evaluation committee's recommendation, and either the Board or the IEDA may opt not to award a contract to any vendor.

4.3 Overview of Evaluation. All Technical Proposals will be first evaluated to determine if they comply with the requirements provided in Section 2. The evaluation committee will fully evaluate and score all Responsive Proposals submitted by Responsible Contractors in accordance with this Section.

4.4 Evaluation Criteria. Evaluation of Proposals will be based on the following criteria, which are not listed in any particular order of importance.

4.4.1 Demonstrated ability to enhance and/or expand the effectiveness of the IEDA, as described in this RFP.

4.4.2 Cost of services.

4.4.3 Satisfactory performance on previous and present contracts similar in scope and with similar clients to the subject of this RFP.

4.4.4 Contractor's and subcontractor's (if any) professional experience and performance record.

4.4.5 Financial stability of Contractor.

4.4.6 Overall track record and reputation in the relevant industry.

4.4.7 Compliance with RFP and contract terms and conditions and Proposal format.

4.4.8 Contractor's proposed work plans.

4.4.9 Demonstrated quality of proposed services.

4.4.10 Plans for assurance of high-quality service.

4.4.11 Ability to integrate with IEDA administrative applications.

SECTION 5: ADMINISTRATIVE INFORMATION

5.1 Issuing Officer. The Issuing Officer identified in the RFP cover sheet is the sole point of contact regarding the RFP from the date of issuance until a Notice of Intent to Award the Contract is issued.

5.2 Restriction on Communication. From the issue date of this RFP until a Notice of Intent to Award the Contract is issued, Contractors will contact only the Issuing Officer. The Issuing Officer will respond only to written questions regarding the procurement process. Questions related to the interpretation of this RFP must be submitted as provided in Section 5. Oral questions related to the interpretation of this RFP will not be accepted. Contractors may be disqualified if they contact any State employee other than the Issuing Officer about the RFP except that Contractors may contact Kym Stevenson at 515.348.6193 or tsbcert@iowaeda.com on issues related to the preference for Targeted Small Businesses.

5.3 Downloading the RFP from the Internet. The RFP and any addenda to the RFP will be posted at <https://bidopportunities.iowa.gov/>. The Contractor is advised to check the website periodically for Addenda to this RFP, particularly if the Contractor downloaded the RFP from the Internet as the Contractor may not automatically receive addenda. It is the Contractor's sole responsibility to check as frequently as the Contractor deems prudent for addenda to posted documents.

5.4 Procurement Timetable. The dates provided in the procurement timetable on the RFP cover sheet are provided for informational and planning purposes. The IEDA reserves the right to change the dates. If the IEDA changes any of the deadlines for Contractor submissions, the IEDA will issue an addendum to the RFP.

5.5 Questions, Requests for Clarification, and Suggested Changes. Contractors are invited to submit written questions and requests for clarifications regarding the RFP. Contractors may also submit suggestions for changes to the requirements of this RFP. The questions, requests for clarifications, or suggestions must be in writing and received by the Issuing Officer before the date and time listed on the RFP cover sheet. Oral questions will not be permitted. If the questions, requests for clarifications, or suggestions pertain to a specific section of the RFP, Contractor shall reference the page and section number(s). The IEDA will send written responses to questions, requests for clarifications, or suggestions will be received from Contractors on or before the date listed on the RFP cover sheet. The IEDA's written responses will become an addendum to the RFP. If the IEDA decides to adopt a suggestion that modifies the RFP, the IEDA will issue an addendum to the RFP.

The IEDA assumes no responsibility for oral representations made by its officers or employees unless such representations are confirmed in writing and incorporated into the RFP through an addendum.

5.6 Amendment to the RFP. The IEDA reserves the right to amend the RFP at any time using an addendum. The Contractor shall acknowledge receipt of all addenda in its Proposal. If the IEDA issues an addendum after the due date for receipt of Proposals, the IEDA may, in its sole discretion, allow Contractors to amend their Proposals in response to the addendum.

5.7 Amendment and Withdrawal of Proposal. The Contractor may amend or withdraw and resubmit its Proposal at any time before the Proposals are due. The amendment must be in writing, signed by the Contractor and received by the time set for the receipt of Proposals. Electronic mail and faxed amendments will not be accepted. Contractors must notify the Issuing Officer in writing prior to the due date for Proposals if they wish to completely withdraw their Proposals.

5.8 Submission of Proposals. The IEDA must receive the Proposal as identified on the RFP cover sheet before the "Proposals Due" date listed on the RFP cover sheet. **This is a mandatory requirement and will not be waived by the IEDA. Any Proposal received after this deadline will be rejected.** It is the Contractor's responsibility to ensure that the Proposal is received prior to the deadline. IEDA has no obligation to confirm receipt.

Contractors must furnish all information necessary to enable the IEDA to evaluate the Proposal. Proposals that fail to meet the mandatory requirements of the RFP will be rejected. Oral information provided by the Contractor shall not be considered part of the Contractor's Proposal unless it is reduced to writing.

5.9 Proposal Opening. The IEDA will open Proposals after the deadline for submission of Proposals has passed. The Proposals will remain confidential until the Evaluation Committee has reviewed all the Proposals submitted in response to this RFP and the IEDA has issued a Notice of Intent to Award a Contract. See Iowa Code Section 72.3. However, the names of Contractors who submitted timely Proposals will be publicly available after the Proposal opening. The announcement of Contractors who timely submitted Proposals does not mean that an individual Proposal has been deemed technically compliant or accepted for evaluation.

5.10 Costs of Preparing the Proposal. The costs of preparation and delivery of the Proposal are solely the responsibility of the Contractor.

5.11 No commitment to Contract. The IEDA reserves the right to reject any or all Proposals received in response to this RFP at any time prior to the execution of the Contract. Issuance of this RFP in no way constitutes a commitment by the IEDA to award a contract.

5.12 Rejection of Proposals. The IEDA may reject outright and not evaluate a Proposal for reasons including without limitation:

5.12.1 The IEDA determines there is no longer a need to procure the services.

5.12.2 The Contractor fails to deliver the cost proposal as a separate document.

5.12.3 The Contractor acknowledges that a mandatory requirement of the RFP cannot be met.

5.12.4 The Contractor's Proposal changes a material requirement of the RFP or the Proposal is not compliant with the mandatory requirements of the RFP.

5.12.5 The Contractor's Proposal limits the rights of the IEDA.

5.12.6 The Contractor fails to include information necessary to substantiate that it will be able to meet a requirement of the RFP as provided in Section 3 of this RFP.

5.12.7 The Contractor fails to timely respond to the IEDA's request for information, documents, or references.

5.12.8 The Contractor fails to include any signature, certification, authorization, stipulation, disclosure or guarantee as provided in Section 3 of this RFP.

5.12.9 The Contractor presents the information requested by this RFP in a format inconsistent with the instructions of the RFP or otherwise fails to comply with the requirements of this RFP.

5.12.10 The Contractor initiates unauthorized contact regarding the RFP with state employees.

5.12.11 The Contractor provides misleading or inaccurate responses.

5.12.12 The Contractor's Proposal is materially unbalanced.

5.12.13 There is insufficient evidence (including evidence submitted by the Contractor and evidence obtained by the IEDA from other sources) to satisfy the IEDA that the Contractor is a Responsive Contractor.

5.12.14 The Contractor alters the language in Attachment 1, Certification Letter or Attachment 2, Authorization to Release Information letter.

5.13 Nonmaterial Variances. The IEDA reserves the right to waive or permit cure of nonmaterial variances in the Proposal if, in the judgment of the IEDA, it is in the State's best interest to do so. Nonmaterial variances include but are not limited to: minor failures to comply that do not affect overall responsiveness, that are merely a matter of form or format, that do not change the relative standing or otherwise prejudice other Contractors, that do not change the meaning or scope of the RFP, or that do not reflect a material change in the requirements of the RFP. In the event the IEDA waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFP requirements or excuse the Contractor from full compliance with RFP specifications or other Contract requirements if the Contractor is awarded the Contract. The determination of materiality is in the sole discretion of the IEDA.

5.14 Reference Checks. The IEDA reserves the right to contact any reference to assist in the evaluation of the Proposal, to verify information contained in the Proposal and to discuss the Contractor's qualifications and the qualifications of any subcontractor identified in the Proposal.

5.15 Information from Other Sources. The IEDA reserves the right to obtain and consider information from other sources concerning a Contractor, such as the Contractor's capability and performance under other contracts, the qualifications of any subcontractor identified in the Proposal, the Contractor's financial stability, past or pending litigation, and other publicly available information.

5.16 Verification of Proposal Contents. The content of a Proposal submitted by a Contractor is subject to verification. If the IEDA determines in its sole discretion that the content is in any way misleading or inaccurate, the IEDA may reject the Proposal.

5.17 Proposal Clarification Process. The IEDA reserves the right to contact a Contractor after the submission of Proposals to obtain clarification of a Proposal. This contact may include written questions, interviews, site visits, a review of past performance if the Contractor has provided services to the State or any other political subdivision wherever located, or requests for corrective pages in the Contractor's Proposal. The IEDA will not consider information received from or through Contractor if the information materially alters the content of the Proposal or the type of services the Contractor is offering to the IEDA. An individual authorized to legally bind the Contractor shall sign responses to any request for clarification. Responses shall be submitted to the IEDA within the time specified in the IEDA's request. Failure to comply with requests for additional information may result in rejection of the Proposal.

5.18 Disposition of Proposals. All Proposals become the property of the State and shall not be returned to the Contractor. Once the IEDA issues a Notice of Intent to Award the Contract, the contents of all Proposals will be in the public domain and be available for inspection by interested parties, except for information for which Contractor properly requests confidential treatment or according to exceptions provided in Iowa Code Chapter 22 or other applicable law.

5.19 Public Records and Requests for Confidential Treatment. The IEDA will treat all information submitted by a Contractor as public records unless the Contractor properly requests

that specific parts of the Proposal be treated as confidential at the time of submitting the Proposal AND the information is confidential under Iowa or other applicable law. The IEDA's release of public records is governed by Iowa Code Chapter 22. Contractors are encouraged to familiarize themselves with Chapter 22 before submitting a Proposal. The IEDA will copy and produce public records as required to comply with Chapter 22 or other applicable law.

Any request for confidential treatment of specific information must be included in the transmittal letter with the Contractor's Proposal. For **each** confidentiality request, the Contractor must (1) enumerate the specific grounds in Iowa Code chapter 22 or other applicable law that supports treatment of the material as confidential, (2) provides adequate justification as to why the material should be maintained in confidence, (3) explains why disclosure of the material would not be in the best interest of the public, and (4) sets forth the name, address, telephone, and e-mail for the person authorized by applicant to respond to inquiries by the Authority concerning the confidential status of such material. An applicant's request for confidentiality that does not comply with this section or an applicant's request for confidentiality on information or material that cannot be held in confidence as set forth herein are grounds for rejecting a Proposal as non-responsive.

Any Proposal submitted which contains information for which Contractor is requesting Confidential treatment must be conspicuously marked by the Contractor as containing confidential information, and each page upon which confidential information appears must be conspicuously marked as containing confidential information. Failure to properly identify specific information as confidential shall relieve IEDA or State personnel from any responsibility if confidential information is viewed by the public or a competitor, or is in any way released. If Contractor identifies its entire Proposal as confidential, the IEDA will reject the Proposal as non-responsive.

If the Contractor designates any portion of its Proposal as confidential, the Contractor must submit a copy labeled as "Public Copy" from which the confidential information has been excised. This excised copy is in addition to the number of copies requested in Section 3 of this RFP. The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the Proposal as possible.

If IEDA receives a request for information that includes information Contractor has marked as confidential and IEDA intends to release such information, IEDA will give written notice to the Contractor at least seven calendar days prior to the release of the information to allow the Contractor to seek injunctive relief pursuant to Iowa Code Section 22.8. After seven calendar days, the IEDA will release the information marked confidential unless a court of competent jurisdiction determines the information is confidential under Iowa Code Chapter 22 or other applicable law.

If Contractor fails to comply with the request process set forth herein, if Contractor's request for confidentiality is unreasonable, or if Contractor rescinds its request for confidential treatment, IEDA may release such information or material with or without providing advance notice to Contractor and with or without affording Contractor the opportunity to obtain an order restraining its release from a court possessing competent jurisdiction.

The Contractor's failure to request confidential treatment of material will be deemed a waiver of any right to confidentiality the Contractor may have had.

5.20 Copyright Permission. By submitting a Proposal, the Contractor agrees that the IEDA can copy the Proposal for purposes of facilitating the evaluation of the Proposal or to respond to requests for public records. By submitting a Proposal, the Contractor consents to such copying

and warrants that such copying will not violate the rights of any third party. The IEDA shall have the right to use ideas or adaptations of ideas that are presented in Proposals.

5.21 Release of Claims. By submitting a Proposal, the Contractor agrees that it will not bring any claim or cause of action against the IEDA based on any misunderstanding concerning the information provided in the RFP or concerning the IEDA's failure, negligent or otherwise, to provide the Contractor with pertinent information in this RFP.

5.22 Evaluation of Proposals Submitted. Proposals that are timely submitted and are not rejected will be reviewed in accordance with Section 4 of the RFP. The IEDA will not necessarily award a contract resulting from this RFP to the Contractor offering the lowest cost. Instead, the IEDA will award the Contract(s) to the Responsible Contractor(s) whose Responsive Proposal the IEDA believes will provide the best value to the IEDA and the State.

5.23 Award Notice and Acceptance Period. Notice of Intent to Award the Contract(s) will be sent to all Contractors submitting a timely Proposal and may be posted at the website shown on the RFP cover sheet. Negotiation and execution of the Contract(s) shall be completed no later than thirty (30) days from the date of the Notice of Intent to Award or such other time as designated by IEDA. If the successful Contractor fails to negotiate and deliver an executed Contract by that date, the IEDA, in its sole discretion, may cancel the award and award the Contract to the remaining Contractor the IEDA believes will provide the best value to the State.

5.24 No Contract Rights until Execution. No Contractor shall acquire any legal or equitable rights regarding the Contract unless and until the Contract has been fully executed by the successful Contractor and the IEDA.

5.25 Choice of Law and Forum. This RFP and the Contract shall be governed by the laws of the State of Iowa. Changes in applicable laws and rules may affect the award process or the Contract. Contractors are responsible for ascertaining pertinent legal requirements and restrictions. Any and all litigation or actions commenced in connection with this RFP shall be brought in the appropriate Iowa forum.

5.26 Restrictions on Gifts and Activities. Iowa Code Chapter 68B restricts gifts which may be given or received by State employees and requires certain individuals to disclose information concerning their activities with State government. Contractors are responsible to determine the applicability of this Chapter 68B to their activities and to comply with its requirements. In addition, pursuant to Iowa Code section 722.1, it is a felony offense to bribe or attempt to bribe a public official.

5.27 No Minimum Guaranteed. The IEDA does not guarantee any minimum level of purchases under the Contract.

SECTION 6: CONTRACTUAL TERMS AND CONDITIONS

6.1 Contract Terms and Conditions. The Contract that the IEDA expects to award as a result of this RFP shall comprise the specifications, terms and conditions of the RFP, written clarifications or changes made in accordance with the provisions of the RFP, the contract terms and conditions contained in the standard state of Iowa contract for services, the offer of the

successful Contractor contained in its Proposal, and any other terms deemed necessary by the IEDA. No objection or amendment by a Contractor to the provisions or terms and conditions of the RFP shall be incorporated into the Contract unless the IEDA has explicitly accepted the Contractor's objection or amendment in writing. All costs associated with complying with these requirements shall be included in any pricing quoted by the Contractor.

By submitting a Proposal, each Contractor acknowledges its acceptance of the RFP specifications and the contract terms and conditions without change except as otherwise expressly stated in its Proposal. If a Contractor takes exception to a provision, it must state the reason for the exception and set forth in its Proposal the specific RFP or contract language it proposes to include in place of the provision. Exceptions that materially change the contract terms and conditions or the requirements of the RFP may be deemed non-responsive by the IEDA, in its sole discretion, resulting in possible rejection of the Proposal. The IEDA reserves the right to either award a Contract(s) without further negotiation with the successful Contractor or to negotiate Contract terms with the successful Contractor if the best interests of the State would be served.

6.2 Contract Length. The term of the Contract will begin and end on the dates indicated on the RFP cover sheet. The IEDA shall have the sole option to renew the Contract upon the same or more favorable terms and conditions for up to the number of extensions identified on the RFP cover sheet. The IEDA reserves the right to adjust begin and end dates if, in the judgment of the IEDA, it is in the State's best interest to do so.

6.3 Insurance: IEDA reserves the right to require the winning Contractor(s) to secure professional liability coverage, general liability, standard liability business rider, personal injury, property damage coverage and any necessary workers' compensation and employer liability insurance, as required by Iowa law with no additional cost to the state beyond Contractor's original bid. The State of Iowa and IEDA shall be named as additional insureds or loss payees, or the Contractor shall obtain an endorsement to the same effect, as applicable. IEDA may require the winning vendor to provide a copy of the insurance certificate to IEDA.

6.4 Terms. The IEDA shall use a services contract for services procured under this RFP. The Contractor shall be expected to execute that contract upon award of the contract. A template of a services contract is available upon request. IEDA reserves the right to diverge from the template as it deems appropriate.

6.5 Funding. All federal and state terms and conditions as applicable to the source of funds shall apply.

**Attachment # 1
Certification Letter**

Alterations to this document are prohibited, see section 5.12.15.

[Date]

Steven Stransky, Issuing Officer
Iowa Economic Development Authority
1963 Bell Ave, Suite 200
Des Moines, IA 50315

Re: Home Energy Rating System (HERS) Rater

Dear Steven Stransky:

I certify that the contents of the Proposal submitted on behalf of [Name of Contractor] _____ (Contractor) in response to the Iowa Economic Development Authority (IEDA) for Request for Proposal for Home Energy Rating System (HERS) Rater are true and accurate. I also certify that Contractor has not knowingly made any false statements in its Proposal.

Certification of Independence

I certify that I am a representative of Contractor expressly authorized to make the following certifications in behalf of Contractor. By submitting a Proposal in response to the RFP, I certify in behalf of the Contractor the following:

1. The Proposal has been developed independently, without consultation, communication or agreement with any employee or consultant to the IEDA or with any person serving as a member of the evaluation committee.
2. The Proposal has been developed independently, without consultation, communication or agreement with any other contractor or parties for the purpose of restricting competition.
3. Unless otherwise required by law, the information found in the Proposal has not been and will not be knowingly disclosed, directly or indirectly prior to IEDA's issuance of the Notice of Intent to Award the contract.
4. No attempt has been made or will be made by Contractor to induce any other contractor to submit or not to submit a Proposal for the purpose of restricting competition.
5. No relationship exists or will exist during the contract period between Contractor and the IEDA or any other State agency that interferes with fair competition or constitutes a conflict of interest.

Certification Regarding Debarment

6. I certify that, to the best of my knowledge, neither 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 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.

This certification is a material representation of fact upon which the IEDA has relied upon when this transaction was entered. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to other remedies available, the IEDA can pursue available remedies including suspension, debarment, or termination of the contract.

Certification Regarding Registration, Collection, and Remission of Sales and Use Tax

7. Pursuant to Iowa Code sections 423.2(10) and 423.5(8), a retailer in Iowa or a retailer maintaining a business in Iowa that enters a contract with a state agency must register, collect, and remit Iowa sales tax and Iowa use tax levied under Iowa Code chapter 423 on all sales of tangible personal property and enumerated services. The Act also requires Contractors to certify their compliance with sales tax registration, collection, and remission requirements and provides potential consequences if the certification is false or fraudulent.

By submitting a Proposal in response to the (RFP), the Contractor certifies the following: (check the applicable box)

- Contractor is registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by Iowa Code Chapter 432; or
- Contractor is not a “retailer” or a “retailer maintaining a place of business in this state” as those terms are defined in Iowa Code subsections 423.1(42) and (43).

Contractor also acknowledges that the IEDA **can** declare the Contractor’s Proposal or resulting contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the IEDA or its representative filing for damages for breach of contract in addition to other remedies available to IEDA.

Sincerely,

[Name and Title]

Attachment #2
Authorization to Release Information Letter
Alterations to this document are prohibited, see section 5.12.15.

[Date]

Steven Stransky, Issuing Officer
Iowa Economic Development Authority
1963 Bell Ave, Suite 200
Des Moines, IA 50315

Re: Authorization To Release Information

Dear Steven Stransky:

[Name of Contractor] _____ (Contractor) hereby authorizes the Iowa Economic Development Authority (IEDA) or a member of the Evaluation Committee to obtain information regarding its performance on other contracts, agreements or other business arrangements, its business reputation, and any other matter pertinent to evaluation and the selection of a successful Contractor in response to Request for Proposal (RFP) entitled: Home Energy Rating System (HERS) Rater.

The Contractor acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. The Contractor acknowledges that the information and opinions given by such person or entity may hurt its chances to receive contract awards from the State or may otherwise hurt its reputation or operations. The Contractor is willing to take that risk.

The Contractor hereby releases, acquits and forever discharges the State of Iowa, the IEDA, their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the undersigned that it may have or ever claim to have relating to information, data, opinions, and references obtained by the IEDA or the Evaluation Committee in the evaluation and selection of a successful Contractor in response to the RFP.

The Contractor authorizes representatives of the IEDA or the Evaluation Committee to contact any and all of the persons, entities, and references which are, directly or indirectly, listed, submitted, or referenced in the Contractor's Proposal submitted in response to RFP.

The Contractor further authorizes any and all persons and entities to provide information, data, and opinions regarding its performance under any contract, agreement, or other business arrangement, its ability to perform, business reputation, and any other matter pertinent to the evaluation of the Contractor's Proposal. The Contractor hereby releases, acquits and forever discharges any such person or entity and their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the Contractor that it may have or ever claim to have relating to information, data, opinions, and references supplied to the IEDA or the Evaluation Committee in the evaluation and selection of a successful Contractor in response to RFP.

A photocopy or facsimile of this signed Authorization is as valid as an original.

Sincerely,

[Printed Name of Contractor Organization]

[Name and Title of Authorized Representative]

Date

**ATTACHMENT # 3
Cost Proposal**

The costs shall be provided per task or deliverable described in section 2.2 of this RFP. Contractor’s Cost Proposal shall include an all-inclusive, itemized, total cost in U.S. Dollars (including all travel, expenses, etc. in prices). Pricing to be inclusive of all costs of travel, photography, printing, data, supplies and other expenses necessary to carry out all tasks. Net 60 Days Payment Terms. Per Iowa Code 8A.514 the State of Iowa is allowed sixty (60) days to pay an invoice submitted by a vendor.

Use of the following template is required. Please use additional pages to provide any additional narrative support for the costing information.

Cost Proposal Template

The cost proposal shall be broken into the following components:

Task or Deliverable	Professional fees / costs in US Dollars
[Add or modify as appropriate]	
TOTAL COST:	

To help IEDA in comparing cost proposals, the cost proposal shall also identify an hourly rate for each of the specific service providers identified in the respondent’s proposal.

Service Provider	Hourly Rate
- Name, service to be provided	
- Name, service to be provided	
- Name, service to be provided	
- Name, service to be provided	
- Name, service to be provided	

ATTACHMENT # 4

GENERAL PROVISIONS
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
February 15, 2022

1.0 AMENDMENT.

- (a) WRITING REQUIRED. The Contract will only be amended through written prior approval of the Authority. Examples of situations where amendments are required include extensions for completion of Project activities, 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 Act 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 Recipient as an amendment to this Contract.
- (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.

2.0 AUDIT REQUIREMENTS.

- (a) SINGLE AUDIT. The Recipient shall ensure that an audit is performed in accordance with the Single Audit Act Amendment of 1996; OMB 2 CFR part 200, subpart E; and OMB 2 CFR part 200, subpart F, as applicable; and the Iowa CDBG Management Guide.
- (b) ADDITIONAL AUDIT. As a condition of the grant to the Recipient, the Authority reserves the right to require the Recipient to submit to a post Project completion audit and review in addition to the audit required above.

- 3.0 COMPLIANCE WITH LAWS AND REGULATIONS.** The Recipient shall comply with all applicable State and Federal laws, rules, ordinances, regulations and orders including all Federal laws and regulations described in 24 CFR subpart K.

- 4.0 UNALLOWABLE COSTS.** If the Authority determines at any time, whether through monitoring, audit, closeout procedures or by other means or process, that the Recipient has expended funds which are unallowable, the Recipient 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 Chapter 17A, Iowa Code. 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 Recipient will repay to the Authority any and all disallowed costs. Real property under the Recipient's control in excess of \$25,000 and equipment that was acquired or improved in whole or in part with CDBG funds shall be used to meet one of the National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of the Agreement. If Recipient fails to use CDBG assisted real property that meets a National Objective during the five (5) year period the Recipient shall pay IEDA an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition or improvement to the real property.

- 5.0 SUSPENSION.** When the Recipient has failed to comply with the Contract, award conditions or standards, the Authority may, on reasonable notice to the Recipient, suspend the Contract and withhold future payments, or prohibit the Recipient from incurring additional obligations of CDBG

funds. Suspension may continue until the Recipient completes the corrective action as required by the Authority. The Authority may allow such necessary and proper costs which the Recipient could not reasonably avoid during the period of suspension provided the Authority concludes that such costs meet the provisions of HUD regulations issued pursuant to OMB 2 CFR part 200, subpart E.

6.0 TERMINATION.

- (a) FOR CAUSE. The Authority may terminate the Contract in whole, or in part, whenever the Authority determines that the Recipient has failed to comply with the terms and conditions of the Contract.
- (b) FOR CONVENIENCE. The Parties may terminate the Contract in whole, or in part, when all parties agree that the continuation of the Project would not produce beneficial results commensurate with the future disbursement of funds.
- (c) DUE TO REDUCTION OR TERMINATION OF CDBG FUNDING. At the discretion of the Authority, the Contract may be terminated in whole, or in part, if there is a reduction or termination of CDBG Federal block grant funds to the State.

7.0 PROCEDURES UPON TERMINATION.

- (a) NOTICE. The Authority shall provide written notice to the Recipient of the decision to terminate, the reason(s) for the termination, and the effective date of the termination. If there is a partial termination due to a reduction in funding, the notice will set forth the change in funding and the changes in the approved "Budget Activity". The Recipient shall not incur new obligations beyond the effective date and shall cancel as many outstanding obligations as possible. The Authority's share of noncancelable obligations which the Authority determines were properly incurred prior to notice of cancellation will be allowable costs.
- (b) RIGHTS IN PRODUCTS. All finished and unfinished documents, data, reports or other material prepared by the Recipient under the Contract shall, at the Authority's option, become the property of the Authority.
- (c) RETURN OF FUNDS. The Recipient shall return to the Authority all unencumbered funds within one week of receipt of the notice of termination. Any costs previously paid by the Authority which are subsequently determined to be unallowable through audit, monitoring, or closeout procedures shall be returned to the Authority within thirty (30) days of the disallowance.

8.0 ENFORCEMENT EXPENSES. The Recipient 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.

9.0 INDEMNIFICATION. The Recipient shall indemnify and hold harmless the Authority, its officers and employees, from and against any and all losses, accruing or resulting from any and all claims subcontractors, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Recipient in the performance of this Contract.

10.0 CONFLICT OF INTEREST.

- (a) **GENERAL.** Except for the use of CDBG funds to pay salaries and other related administrative or personnel costs, no persons identified in paragraph (b) below who exercise or have exercised any functions or responsibilities with respect to CDBG assisted activities or who are in a position to participate in a decision making process or gainside information with regard to such activities may obtain a personal or financial interest or benefit from a CDBG assisted activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.
- (b) **PERSONS COVERED.** The conflict of interest provisions described above apply to any person who is an employee, agent, consultant, officer, or elected or appointed official of the Recipient, or of any designated public agencies, or subrecipients which are receiving CDBG funds.
- (c) **CONFLICTS OF INTEREST.** Chapter 68B, Code of Iowa, the "Iowa Public Officials Act", shall be adhered to by the Recipient, its officials and employees.

11.0 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.

12.0 CIVIL RIGHTS.

- (a) **DISCRIMINATION IN EMPLOYMENT.** The Recipient 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 Recipient 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 Recipient 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 Recipient 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 Iowa Administrative Code chapter 11—121.
- (b) **CONSIDERATION FOR EMPLOYMENT.** The Recipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, 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 Recipient shall list all suitable employment openings in the State Employment Service local offices.
- (d) **CIVIL RIGHTS COMPLIANCE IN EMPLOYMENT.** The Recipient 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 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 Recipient 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 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 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 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.

(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 Recipient 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 Recipient 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 recipient shall also comply with Section 109, Title I of the Housing and Community Development Act of 1974, as amended.

(h) SECTION 3 COMPLIANCE. The Recipient shall comply with provisions for training, employment, and contracting in accordance with 24 CFR part 75, 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 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- (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 75, 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 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- (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 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- (vi) Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- (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 Recipient'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 (Chapter 216, Code of Iowa) or as otherwise provided by law.
- (j) **INCLUSION IN SUBCONTRACTS.** The Recipient 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 Recipient 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 Recipient becomes involved in or is threatened by litigation with a subcontractor or provider as a result of such direction by the State of Iowa, the Recipient may request the State of Iowa to enter into such litigation to protect the interests of the State of Iowa.

- 13.0 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).
- 14.0 LIMIT ON RECOVERY OF CAPITAL COSTS.** The Recipient will not attempt to recover any capital costs of public improvements assisted in whole or part under this Contract by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless (i) funds received under this Contract are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title I of the Housing and Community Development Act of 1974, as amended, or (ii) for purposes of assessing any amount against properties owned and occupied by persons of low and moderate income who are not persons of very low income, the Recipient has certified to the Authority that it lacks sufficient funds received under Title I of the Housing and Community Development Act of 1974, as amended, to comply with the requirements of clause (i) above.
- 15.0 FEDERAL GOVERNMENT RIGHTS.** If all or a portion of the funding used to pay for the Deliverables is being provided through a grant from the Federal Government, provider 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.
- 16.0 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.