

April 4, 2023

To: All Potential Respondents
From: Terri Rosonke, IFA Issuing Officer

Subject: RFP IFA 23-05 Iowa Homeowner Assistance Fund (HAF) Home Repair
Administrative Partner

Addendum 1 Answers to Questions

Please amend the subject RFP to include answers to the following timely received questions.

Q1. Could you give me an idea what COVID impact for a household means in the context of this funding?

A1. Under HAF guidance published by the U.S. Department of the Treasury, “financial hardship means a material reduction in income or material increase in living expenses associated with the coronavirus pandemic that has created or increased a risk of mortgage delinquency, mortgage default, foreclosure, loss of utilities or home energy services, or displacement for a homeowner.” Homeowners are eligible to receive amounts allocated to a HAF participant under the HAF if they experienced a financial hardship after January 21, 2020 (including a hardship that began before January 21, 2020, but continued after that date). Examples of financial hardship include but are not limited to the following: job loss, reduction in income, or increased costs due to healthcare, childcare, or the need to care for a family member.

Q2. Where can I find the treasury requirements regarding homeowner eligibility?

A2. The U.S. Department of the Treasury’s HAF web page can be found [here](#). A direct link to Treasury’s HAF Guidance can be found [here](#).

Q3. Is there a match requirement?

A3. No local match requirement has been established. However, Contractors are encouraged to consider ways in which HAF Home Repair Pilot Program funding may be leveraged by other funding resources and explain any planned partnerships with other programs or services as part of their Proposal. The cost of the same repair may be split between the HAF program and another funding source, so long as it is adequately documented. However, no duplication of benefits is allowed, meaning HAF Home Repair Pilot Program funds cannot be used to pay for the same repair expenses being paid for by another funding resource.

Q4. If we would be able to do a subrecipient agreement with the City of Sioux City? Is that allowable?

A4. As stated in section 6.4 of the RFP, IFA shall use a services contract for services procured under this RFP. Since the selected Contractor(s) will not enter into a sub-grant agreement with IFA, a subrecipient agreement between the Contractor and another entity will not be applicable. The Contractor may include subcontractors in their Proposal, in compliance with section 3.2.5.8 of the RFP, including the subcontractor’s name, contact information, and qualifications as well

as a description of the nature of the services the subcontractor would perform and their capacity for such work.

Q5. Is 10% the limit for admin or is there a technical service fee we can charge as well?

A5. Selected Contractor(s) will be paid an administrative fee not to exceed 10% of the HAF Home Repair Pilot Program award amount to an eligible homeowner. The Contractor will be paid a mutually agreed to flat administrative fee for applications that the Contractor deems ineligible or infeasible for repair. In preparing the Attachment #3 Cost Proposal, the Contractor should estimate the anticipated volume of eligible home repair expenses the Contractor estimates can reasonably be accomplished during the Contract term ending September 30, 2025, and assume all applications will be eligible and feasible for repair in budgeting for administrative fees, not to exceed 10% of the estimated eligible home repair expenses line item. In addition to specifying an estimated eligible home repair expenses line item, also specify the maximum number of home repair projects the Contractor anticipates it has the reasonable capacity to administer through project completion during the Contract term. The Contractor should also specify the specific percentage it plans to charge for administrative services, up to a maximum of 10%. For example, if the Contractor plans to charge a maximum of 8% for services rendered, that percentage should be specifically referenced as a note to the Attachment #3 Cost Proposal. The Contractor should also provide their proposed per application fee for applications with infeasible or ineligible repairs. IFA has amended the Attachment #3 Cost Proposal template and posted as Addendum 2 to this RFP.

Q6. Are there any specific applicant requirements such as a 30% AMI requirement?

A6. Eligible households must have a household income of no more than 80% AMI. No additional income targeting requirements will apply to the HAF Home Repair Pilot Program.

Q7. Do applicants have to be affected by COVID to qualify and if so, how do provide proof of that?

A7. Eligible homeowner households must have experienced a COVID-19 financial hardship, as further described above in A1. Homeowner applicants will be required to self-attest as to any COVID-19 financial hardship experienced by the household. The online HAF pre-application includes a series of questions and checkbox response options to guide the applicant through the COVID-19 financial hardship requirements. IFA's existing HAF contractor, Witt O'Brien's, will determine the household's threshold eligibility for HAF. The threshold eligibility determination will include decisions on household income and COVID-19 financial hardship. Only homeowner applicants determined eligible for HAF during the threshold eligibility review process by Witt O'Brien's will be referred to a HAF Home Repair Pilot Program administrative partner.

Q8. ATTACHMENT #3 COST PROPOSAL:

a. Is it expected to assign a cost for each specific task listed in Section 2.2, 1-10?

A8a. No. Please refer to A5 above for further information.

i. Are administrative costs different than specific tasks in Section 2.2, 1-10?

A8a.i. Administrative fees should be estimated based upon the specific tasks outlined in the RFP and any Addendums, including this Addendum 1, Answers to Questions.

b. Is it expected the contractor estimate costs of rehabilitation for each home in the proposal?

A8b. Contractors will be expected to estimate and document costs for each approved home repair project and ensure cost reasonableness of repair work completed under the HAF Home Repair Pilot Program.

- c. Is it expected the contractor apply for a defined dollar amount to cover as many home repairs as possible?
A8c. Please refer to A5.
 - i. If yes, is there a limit on application amount or per home amount?
A8c.i. Eligible homeowners may be awarded up to a maximum of \$25,000 in repair assistance under the HAF Home Repair Pilot Program.
- d. Service Provider Hourly Rates: If only one agency is working on the project (e.g. a COG or HTF) do they have to provide both itemized all-inclusive costs for services and an hourly rate?
A8d. The Contractor shall submit a Cost Proposal as outlined in Attachment #3 to the RFP. The Cost Proposal must include estimated eligible home repair expenses and administrative fees (refer to A5 above for additional information) as well as an hourly rate for each key staff position or service the Contractor anticipates delivering under their Proposal.

Q9. ELIGIBLE HOME REPAIRS

- a. What are eligible home repairs - for example, exterior only, exterior + heating, exterior + heating + structural...
A9a. Eligible repairs are as described in the [Program Overview](#). In general, assistance may be used to make home repairs that help assure continued insurability of the home or modifications that help assure accessibility for the homeowner. A primary goal of the HAF Home Repair Pilot Program shall be to prevent homeowner displacement by assisting with home repairs to maintain the habitability of the home. For homeowners who are unable to obtain or maintain homeowners' insurance due to the condition of their home, repairs to core residential systems may be eligible.
- b. Are lead based paint interim control activities eligible expenses?
A9b. Yes. Lead-based paint interim control activities will be considered eligible expenses under the program.
- c. Do projects have to address lead based paint?
A9c. Contractors must comply with all local, state, and/or federal laws, rules, and regulations as specifically applicable to each approved home repair project related to lead-safe renovation, asbestos, and/or radon.

Q10. COST REIMBURSEMENT

- a. Section 2.2.8 "Make payments directly to contractors for completed repair work, and then seek reimbursement from IFA."
 - i. Are interest costs from necessary lines of credit an eligible administrative expense?
A10a. Interest costs from any necessary line of credit needed to ensure timely payment of contractors for completed home repair work will be considered an eligible administrative expense under the program. If the Contractor is able to submit payment requests to IFA in advance of paying contractors for completed work under the program and still maintain timely payment of contractors without operating on a reimbursement system, IFA will allow that option. However, the Contractor should be prepared to have the ability to float expenses and request reimbursement from IFA after paying contractors in order to ensure all contractors are paid on a timely basis for completed repair work.

- b. Attachment #3: States the State of Iowa is allowed sixty days to pay an invoice submitted by a vendor - is there a penalty for IFA paying vendors past sixty days?

A10b. Although the State of Iowa is allowed up to 60 days to pay an invoice submitted by a vendor, IFA's goal will be to timely review and approve or deny requests for payment by selected Contractors within no more than 30 days, with payments to Contractors scheduled at a minimum of once weekly.

Q11. What cross-cutting federal requirements apply (e.g. NEPA environmental review requirements)? Can you confirm that the only applicable lead paint requirements are from EPA and IDPH?

A11. Applicable federal requirements are indicated in the HAF program assistance listing on SAM.gov [here](#). NEPA environmental review requirements would only apply if compliance is required under another funding source involved in the repair project. EPA and Iowa DHHS (formerly Iowa DPH) rules and regulations applicable to lead-safe renovation and work practices, as applicable to each approved HAF Home Repair Pilot Program project, must be followed.

Q12. Does IFA already have some homeowner applicants in the pipeline, or will IFA launch that online application system after contracts are awarded to rehab providers around the state? In either case, how long will it take for IFA to start sending homeowner referrals to grantees?

A12. Home repairs have not been an eligible use of funds for the current pool of HAF applicants. After a contract for services is signed with the selected Contractor(s), IFA may open the HAF Home Repair Pilot Program to a smaller defined geographic area as a soft launch to ensure the application platform and related systems are functioning correctly before opening the pilot program to new applicants from all geographic areas served. IFA anticipates opening the HAF Home Repair Pilot Program to applications from all geographic areas served within 30 to 60 days of executing contracts with selected Contractor(s).

Q13. Section 2.2, Task 1 mentions "Household eligibility for the ... HAF program will be pre-determined by IFA's existing HAF service provider." Just to clarify, this determination includes both their income-eligibility and whether they've had a qualifying COVID-related hardship? This means the Contractor is not responsible for reviewing income documents, reviewing COVID financial impact documents, or determining eligibility?

A13. IFA's existing HAF contractor, Witt O'Brien's, will determine the household's threshold eligibility for HAF. The threshold eligibility determination will include decisions on household income and COVID-19 financial hardship. Only homeowner applicants determined eligible for HAF during the threshold eligibility review process by Witt O'Brien's will be referred to a HAF Home Repair Pilot Program administrative partner. Selected Contractor(s) under this RFP will not be responsible for reviewing income or COVID-19 financial hardship documentation or determining a household's threshold eligibility under the HAF program.

Q14. Do we provide assistance to homeowners as a grant? I.e. as opposed to a forgivable loan?

A14. HAF Home Repair Pilot Program assistance will be provided to eligible homeowners in the form of a non-recourse grant. The assisted homeowner will be required to execute a non-recourse grant agreement (template document to be provided by IFA). No retention agreement will be recorded upon the assisted property.

Q15. The Program Overview 2-pager says the HAF grant “may be used in conjunction with other home repair/modification programs.” Are there any additional requirements regarding the use of other funds to match with HAF funds?

A15. Please refer to A3.

Q16. Define COVID-19 Hardship and what documentation is required? (Examples?) Will the awarded contractor or the state determine this eligibility?

A16. Please refer to A7.

Q17. Verify income eligibility determination is not by the contractor.

A17. Please refer to A13.

Q18. How will this program be marketed? Is it up to the individual contractors to market within their area or will a different entity provide the marketing?

A18. IFA will market the program consistently statewide and marketing efforts will be done in a measured approach dependent on program capacity. IFA plans to initially soft launch the program. This may include asking partners to share program information only with homeowners currently enrolled or on waiting lists under their existing home repair programs.

Q19. If a COG applies for its service territory, but would be interested in additional counties if the county is not covered by a COG or a COG that does not want to participate, how do we represent this in our application?

A19. As stated in section 2.2 of the RFP, the Contractor must specify the geographic area the Contractor commits to serve if selected to administer the HAF Home Repair Pilot Program. If a COG submits a response that specifies a geographic area including counties served by another COG, the response should include a letter or other written document verifying that the COG serving those counties under Iowa Code 28H does not want to participate in the program and agrees to that aspect of the proposal.

Q20. Does a Contractor request a certain amount of funds for a specified amount of projects or are the funds first come/first served from the state wide application portal?

A20. Please refer to A5. IFA intends to administer the HAF Home Repair Pilot Program under a first come/first ready to proceed policy across all geographic areas served. Funds will not be held for incomplete applications or repair projects determined to be infeasible. Additional information will be set forth in policies and procedures that will govern the program and become a part of the contract for services. IFA anticipates sharing a draft policies and procedures document with selected Contractor(s), providing opportunity for feedback, before finalizing.

Q21. What type of assistance is this for the homeowner? Grant? Forgivable loan mortgage required? If a forgivable mortgage, is the awarded contractor responsible to release it after the affordability period?

A21. Please refer to A14.

Q22. Section 2: 2.2:1.: How are we informed of the online applications?

A22. HAF Home Repair Pilot Program administrative partners will have access to the HAF online application portal and will be notified of assigned repair applications from homeowners who have been determined eligible after completion of threshold review by Witt O'Brien's. Training in the HAF application system will be scheduled following selection of Contractor(s).

Q23. Section 2: 2.2:6: \$25,000 is listed as the maximum award amount per household, correct? Can other funds be added to this amount?

A23. Please refer to A3 and A8c.i.

Q24. What, if any lead regulations need to be followed?

A24. Please refer to A11.

Q25. Section 3: 3.2 Technical Proposal: Is there a maximum technical assistance amount per household? If so, what is it? Is there a separate lead technical assistance amount per household?

A25. Technical assistance should be included in the Attachment #3 Cost Proposal, subject to the 10% maximum on all administrative fees, including technical service fees, as specified in the RFP.

Q26. Does Section 3 guidelines pertain to this program?

A26. Section 3 guidelines do not apply to this program. HAF is a U.S. Department of the Treasury program established under the American Rescue Plan Act of 2021, not a U.S. Department of Housing and Urban Development program.

Q27. What are the environmental and SHPO requirements, if any, with these funds? Is there a Tier 1? Will there be a Tier 2 once sites are determined?

A27. Please refer to A11 regarding environmental review. The Advisory Council on Historic Preservation has determined that no Section 106 (of the National Historic Preservation Act) review is required for projects funded to assist in responding to the COVID-19 pandemic under the American Rescue Plan Act, which includes the HAF program. Section 106 review may be required if other federal involvement is anticipated for the same project but would not be triggered solely by an award made under the HAF Home Repair Pilot Program. Please see guidance posted by the Advisory Council on Historic Preservation [here](#) for further explanation.

Q28. Attachment #3:

- a. Eligible home repair expenses: Is this a per project estimate or an estimate of how many project times a contractor has the capacity to do times \$25,000? We would not be able to determine actual construction costs until actual project locations are known. Is there a limit on number of projects a contractor may request?
- b. Are the Technical fees included in the "Eligible Home Repair Expenses" or would we add another line to identify the expenses
- c. Define "Itemized total costs" for the Technical Services fee breakdown: Can this be a lump sum number to perform all tasks referenced in 2.2?
- d. Verify Administrative fees are above and beyond
- e. Service provider: Are these hourly costs for the Contractor staff in case something has to be done that is outside the scope of the RFP work?

A28. Please refer to A5 and A8d.

Q29. Can you clarify for me with the Iowa Home Repair Pilot Program Partner RFP, are the funds ONLY for person/homeowners that are falling into past due mortgage payments?

A29. In order for a homeowner to be considered eligible for HAF home repair assistance, the eligibility criteria does not include that the homeowner must also be past due on their mortgage and/or related expenses. Please refer to the [Iowa-Homeowner-Assistance-Fund-Home-Repair-Program-Overview.pdf \(iowafinance.com\)](#) for more information. However, if the homeowner is past due, they may also be eligible to receive up to \$25,000 in HAF mortgage reinstatement assistance, which would be overseen by Witt O'Brien's. The two assistance types have no effect on one other and will be approved for assistance at separate times.

Q30. What if we can't find a contractor in an area? Do we just not serve that family? Or are we committed to serving everyone that qualifies?

A30. IFA understands that contractor availability/capacity may be an issue statewide. In implementing a first come, first ready to proceed policy in awarding funds to eligible homeowners under the HAF Home Repair Program, a qualified and willing contractor to complete the repair work will be required, as applicable to the nature of the needed repairs.

Q31. Are we to identify a per project cost and associated administrative fees or do you want us to identify a number of projects with a not exceed amount?

A31. Please refer to A5 and A8d.

Q32. NIACOG contracts with the Housing Trust Fund Program to administer the housing repair program, would we identify the Housing Trust Fund as a service provider at the bottom of the template?

A32. NIACOG should identify the Housing Trust Fund Program as a subcontractor or a service provider, as NIACOG believes would be applicable to the arrangement between the two entities.

Q33. Is the 10% admin allowed for this program supposed to also include the construction management?

A33. Please refer to A5 and A8d.

Q34. What is considered a covid hardship? Does that hardship determine eligibility for activities? Who determines the hardship, is that the responsibility of the HAF service provider?

A34. IFA's existing HAF contractor, Witt O'Brien's, will determine the household's threshold eligibility for HAF. The threshold eligibility determination will include decisions on household income and COVID-19 financial hardship. For further information, please refer to A1.

Q35. Does the work need to impact the insurability? What if the house is not currently insured?

A35. Please refer to A9a. Additional administrative guidance will be forthcoming in a policies and procedures document as referenced in A20.

Q36. What are the terms of the assistance to the homeowner? Any deed restrictions or loan forgiveness?

A36. Please refer to A14.

Q37. Are furnace and AC permitted? Are funds permitted to be used on other critical needs besides the items listed in the RFP?

A37. Please refer to A9a. Additional administrative guidance will be forthcoming in a policies and procedures document as referenced in A20.

Q38. What is/who defines qualified rehabilitation specialist?

A38. A qualified rehabilitation specialist would be defined by the Contractor. The experience and qualifications of the staff who will administer the HAF Home Repair Pilot Program should be addressed in the Contractor's response to the RFP.

Q39. What federal requirements apply? Davis bacon, NEPA, other?

A39. Please refer to A11. It is IFA's understanding at this time that Davis-Bacon does not apply to HAF.

Q40. Are there requirements related to radon or lead paint?

A40. Please refer to A9c.

Q41. Soliciting bids? What does that look like? Does this follow federal procurement procedures?

A41. Please refer to A11.

Q42. Administration fees? What is all included? Is the 10% referenced for everything to complete the project?

A42. Please refer to A5 and A8d.

Q43. Can there be subcontractors? (subcontractors to the respondent)

A43. Please refer to A4.

Q44. Is the COVID Hardship already determined or is that something the respondent would have to prove/certify?

A44. Please refer to A7.

Q45. Are RFP respondents requesting an amount of funding for a specific area? Or is there another process for this? ...Would the Story County Housing Trust ask for \$1 million dollars for Story County or would the SCHAT say they will perform as many services as needed in Story County for a 10% administration fee for any projects that are completed?

A45. Please refer to A5.

Q46. What are the standards that projects must be completed to? It says all applicable codes but is there anything else that will apply? Can you spend the allotment and stop?

A46. Home repair work must be completed in accordance with local and state building codes, as applicable in each jurisdiction. The Contractor will be responsible for being familiar with applicable building codes and ensuring compliance. There is no minimum housing rehabilitation standards the dwelling and the property must meet overall upon completion of the HAF Home Repair Pilot Program project. Additional administrative guidance surrounding feasibility for repair will be forthcoming in a policies and procedures document as referenced in A20.

Q47. Will the contractor be responsible for creating an application form and soliciting applications?

A47. No. Homeowners will apply through the existing HAF online application portal, and IFA's existing HAF contractor, Witt O'Brien's, will determine the household's threshold eligibility for HAF. The threshold eligibility determination will include decisions on household income and COVID financial hardship. Selected HAF Home Repair Pilot Program Contractor(s) may create additional forms or documents that assist in effectively and efficiently administering the program. To the extent feasible, IFA will assist in creating and sharing standardized documents to ensure consistency in administering the Home Repair Pilot Program statewide.

Q48. Is it right to assume there will not be a formatted web page for this application . . . It should be produced on our letterhead and using our customary formatting?

A48. Please refer to A47.

Q49. When you ask for hourly rates for "service provided" are you asking for the proposed rates for contracted services such as lead & radon inspections.

A49. The Attachment #3 Cost Proposal hourly rates should include only the administrative fees to be charged by the Contractor for its paid staff. Any services needed to be contracted for with outside vendors or contractors should be included in the eligible home repair expenses cost estimate and excluded from the administrative fees line item.

Q50. We are assuming this program is offering “up to \$25,000” for eligible repairs to the homeowners as a grant, not a loan. Is that a fair assumption? We only ask that because we have worked with the IFA’s HOMES programs before and those were always grants, but a promotional piece for the 2023 HOME program it seems to indicate the application was for a loan this year.

A50. Please refer to A14.

Q51. Will the Home Repair Pilot Program contractor be required to issue 1099s to homeowners assisted under the program?

A51. IFA does not anticipate homeowners will be issued 1099s under the program. Please refer to [IRS Revenue Procedure 2021-47](#) for more information. Additional administrative guidance will be forthcoming in a policies and procedures document as referenced in A20.

Q52. Will the HAF home repair assistance be provided in the form of a grant or a forgivable loan? Will the Home Repair Pilot Program contractor be required to prepare a retention document and record a lien upon the property to secure the assistance for a specified period of time? If so, what will be the required retention period?

A52. Please refer to A14.

Q53. Re: Section 6.4: Could we please get a copy of the services contract template in order to determine if we will request any contract exceptions?

A53. A copy of IFA’s standard professional services template is attached as part of this Addendum.

Q54. RFP section 3.2.8 states

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

3.2.8.1 Audited financial statements for the last three (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.

Is IFA expecting both three years of audited financials (3.2.8.1) AND two financial references (3.2.8.2) to be submitted with our proposal? Or, is IFA expecting EITHER three years of audited financials (3.2.8.1), OR two financial references (3.2.8.2)? The clause that’s tripping us is in the second requirement, “if audited financial statements are unavailable”.

A54. IFA requires three (3) years of audited financial statements to be provided in the RFP response. If the Contractor is unable to provide three (3) years of audited financial statements, the Contractor must submit at least two (2) financial references as described in section 3.2.8.2 of the RFP.

Q55. Can our response propose limiting the scope of work that can be completed under the pilot program? For example, can we propose further limiting eligible home repairs for applicants in our region to only new roofs, furnaces, and air conditioners? Or do we have to be able to administer a program that allows for all eligible repairs as specified in IFA’s Program Overview?

A55. Contractors are expected to have the administrative capacity to administer the HAF Home Repair Pilot Program to offer all eligible repair types under the program. IFA understands some repairs may be eligible for assistance but unable to be delivered due to lack of available or qualified contractors in the area, for example. Contractors may propose a narrower scope of eligible repair types, but IFA will give preference in evaluating the RFP responses to Contractors who do not propose limitations on eligible repair types beyond those listed in the Program Overview as eligible under the program guidelines.

Q56. Who would be party to the construction agreements with contractors completing the repairs? The homeowner and the contractor only or does the HAF Home Repair Pilot Program administrative entity also have to be a party to the contract?

A56. The construction agreement with the contractor may be between the homeowner and the contractor completing the repair work.

April 4, 2023

To: All Potential Respondents
From: Terri Rosonke, IFA Issuing Officer

Subject: RFP IFA 23-05 Iowa Homeowner Assistance Fund (HAF) Home Repair
Administrative Partner

Addendum 2
Attachment #3 Cost Proposal

Please amend the subject RFP to include the updated Attachment #3 Cost Proposal template on the following page.

**ATTACHMENT # 3
Cost Proposal
AS AMENDED**

The costs shall be provided to reflect the sum total of all tasks or deliverables as 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: Please note that the administrative fee paid to administering agencies shall not exceed 10% of the amount awarded.

Task or Deliverable	Professional fees / costs in US Dollars
Eligible home repair expenses Maximum number of home repair projects the Contractor anticipates it has the reasonable capacity to administer through project completion during the Contract term: _____	
Administrative fees Maximum “not to exceed” percentage to be charged for Administration by the Contractor: _____% Flat “not to exceed” administrative fee to be charged for denied applications, including projects determined infeasible for repairs or unable to be completed for unforeseen reasons: \$_____	
[Add or modify as appropriate]	
TOTAL COST:	

To help IFA 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	

**CONTRACT BETWEEN
IOWA FINANCE AUTHORITY
AND [contractor]**

The parties agree as follows:

SECTION 1 IDENTITY OF THE PARTIES

1.1 The Iowa Finance Authority (IFA) is authorized to enter into this Contract pursuant to Iowa Code section 16.5. IFA's address is 1963 Bell Avenue; Suite 200, Des Moines, IA 50315. The Principal Contact for IFA is:

[contact]

Phone:

Email:

1.2 [contractor] (Contractor) is organized pursuant to Iowa law and authorized to do business in the State of Iowa. Contractor's address is [address]. The Principal Contact for Contractor is:

[contact]

Phone:

Email:

SECTION 2 PURPOSE

The parties have entered into this Contract for the purpose of [purpose].

SECTION 3 DURATION OF CONTRACT

3.1 The term of this Contract shall be from May 1, 2023 to October 31, 2024, unless terminated earlier in accordance with the Termination section of this Contract.

3.2 IFA shall have the sole option to renew and extend this contract for subsequent periods, adding up to no more than three years total, by executing a signed contract extension prior to the expiration of this Contract.

SECTION 4 SCOPE OF SERVICES

4.1 Contractor shall provide the services described on the attached EXHIBIT A: STATEMENT OF WORK AND BUDGET (SOW/Budget).

4.2 Contractor shall not enter into agreements with subcontractors without prior IFA approval except as stated herein.

4.3 Monitoring Clause. In compliance with the State of Iowa Accountable Government Act, IFA will monitor Contractor's performance monthly by logging any complaints regarding Contractor's performance and meeting with Contractor to address those complaints to ensure that Contractor is meeting the deliverables of the Contract and achieving the specified results. Contractor will be required throughout the duration of the Contract to satisfactorily provide timely maintenance services in order to meet the desired outcomes.

4.4 Review Clause. IFA will review all work performed by Contractor under this Contract and recommend payment for that work, or portion of the work, that conforms to this Contract. IFA shall have the right to review and observe, at any time, completed work or work in progress. Contractor shall allow the State of Iowa or IFA to, without cost, inspect its facilities and books and records relating to invoicing and time records for the purpose of monitoring and evaluating performance of this Contract.

SECTION 5 COMPENSATION

5.1 Pricing. For the services described in the SOW/Budget, Contractor will be paid an amount not to exceed [amount] allocated as set out in the SOW/Budget attached hereto. The amount is based on the level of service performed.

5.2 Billings. Contractor shall submit an invoice each month for services rendered in accordance with this Contract. Each invoice shall comply with all applicable rules concerning payment of such claims. IFA shall pay all approved invoices in arrears and in conformance with Iowa Code section 8A.514. IFA may pay in less than sixty (60) days, as provided in Iowa Code section 8A.514. However, an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa Code section 8A.514.

5.3 Delay of Payment Due to Contractor's Failure to Perform or Deliver. If IFA determines that Contractor has failed to perform or deliver any service or product required by this Contract, Contractor shall not be entitled to any compensation or any further compensation, if compensation has already occurred under this Contract, until such service or product is performed or delivered. IFA shall withhold that portion of the invoice amount which represents payment for the task or deliverable that was not completed, delivered and successfully deployed.

5.4 Erroneous Payments and Credits. Contractor shall promptly repay or refund to IFA the full amount of any overpayment or erroneous payment within ten (10) business days after either discovery by Contractor or notification by IFA of the overpayment or erroneous payment.

5.5 Set-off Against Sums Owed by Contractor. In the event that Contractor owes IFA or the State of Iowa any sum under the terms of this Contract, any other Contract, pursuant to any judgment, or pursuant to any law and including, but not limited to, any State taxes in arrears, IFA may set off such sum against any sum invoiced to IFA by Contractor. This may be done in the IFA's sole discretion, unless otherwise required by law.

SECTION 6 TERMINATION

6.1 Immediate Termination by IFA. IFA may terminate this Contract immediately without advance notice for any of the following reasons: IFA determines that the actions of, or failure to act by Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, a client's life, health or safety to be jeopardized; Contractor fails to comply with confidentiality laws or provisions; or Contractor furnished any statement, representation or certification in connection with this Contract or the RFP which is materially false, deceptive, incorrect or incomplete. In the event Contractor is required to be certified or licensed as a condition precedent to providing services, the revocation or loss of such license or certification will result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.

6.2 Termination for Cause. IFA may terminate the Contract for cause if Contractor breaches the Contract; becomes the subject of any bankruptcy or insolvency proceeding; has failed to comply with applicable state or federal laws, rules, ordinances, regulations or orders; or has otherwise engaged in conduct that has or may expose the State or IFA to liability, as determined in the IFA's sole discretion. If Contractor breaches or does not comply with any term, provision, promise, representation, or warranty of this Contract, IFA shall provide written notice to Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the IFA's written notice to Contractor. If the breach or noncompliance is not remedied by the date specified in the written notice, IFA may immediately terminate the Contract without additional written notice.

6.3 Following 30 days' written notice, IFA may terminate this Contract in whole or in part without the payment of any penalty or incurring any further obligation to Contractor. Following termination upon notice, Contractor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under this Contract to IFA up to and including the date of termination.

6.4 Termination Due to Lack of Funds or Change in Law. IFA shall have the right to terminate this Contract without penalty by giving thirty (30) days' written notice to Contractor if, in IFA's sole discretion, adequate funds are not appropriated or granted to allow IFA to operate as required and to fulfill its obligations under this Contract; if funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by IFA to make any payment hereunder are insufficient or unavailable for any other reason as determined by IFA in its sole discretion; if IFA's authorization to conduct its business or engage in activities or operations related to the subject matter of this Contract is withdrawn or materially altered or modified; if IFA's duties, programs or responsibilities are modified or materially altered; or if there is a decision of any court, administrative law judge or an arbitration panel or any law, rule, regulation or order is enacted, promulgated or issued that materially or adversely affects IFA's ability to fulfill any of its obligations under this Contract.

6.5 The Contractor's Termination Duties. Upon receipt of notice of termination or upon request of IFA, Contractor shall: cease work under this Contract and take all necessary or appropriate steps to limit disbursement and minimize costs and furnish a report within thirty (30) days of the date of notice of termination describing the status of all work under the

Contract including, without limitation, results accomplished and conclusions resulting therefrom and any other matters IFA may require; immediately cease using and return to IFA any personal property or materials, whether tangible or intangible, provided by IFA to the Contractor; and comply with IFA's instructions for the timely transfer of any active files and work product produced by Contractor under this Contract.

SECTION 7 REPRESENTATIONS AND WARRANTIES

7.1 Property, Concepts, Materials, and Works Produced. Contractor represents and warrants that title to any property assigned, conveyed or licensed to IFA is good, that transfer of title or license to IFA is rightful, and that all property shall be delivered free of any security interest or other lien or encumbrance. Contractor represents and warrants that all the concepts, materials and works produced or provided to IFA pursuant to the terms of this Contract shall be wholly original with Contractor or that Contractor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials and works.

7.2 Professional Practices. Contractor represents and warrants that all of the services to be performed hereunder will be rendered using sound, professional practices and in a competent and professional manner by knowledgeable, trained and qualified personnel.

7.3 Authority to Enter into Contract. Contractor represents and warrants that it has full authority to enter into this Contract and that it has not granted and will not grant any right or interest to any person or entity that might derogate, encumber or interfere with the rights granted to IFA.

SECTION 8 DATA AND WORK PRODUCTS

8.1 Rights in Data. IFA shall be and shall remain the owner of all data and records provided to Contractor. Contractor will not use IFA's data and records for any purpose other than providing services under the Contract, nor will any part of the data and records be disclosed, sold, assigned, leased, or otherwise disposed of to third parties or commercially exploited by or on behalf of Contractor except as otherwise prescribed by law.

8.2 Ownership of Work Product. IFA shall own all work products and deliverables developed or furnished in connection with the Contract by Contractor or any subcontractor to the extent that any work products or deliverables are generated as a result of this Contract. Contractor shall require that all agreements with subcontractors provide for the irrevocable assignment of rights to IFA, without additional consideration, of all work products and deliverables of the subcontractors.

SECTION 9 INDEMNIFICATION AND INSURANCE

9.1 Contractor agrees to indemnify and hold harmless the State of Iowa and IFA, its or their 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 attorneys' fees of other counsel retained to represent the State of Iowa or IFA, related to or arising from its acts. Contractor's obligation for

indemnification shall survive termination of this Contract.

9.2 Unless otherwise agreed in writing by IFA, Contractor shall cause to be issued the following insurance coverages in the amounts specified:

General Liability: \$2,000,000 Per Occurrence, \$4,000,000 Aggregate
Product Liability: \$2,000,000 Per Occurrence, \$4,000,000 Aggregate
Personal Injury: \$2,000,000 Per Occurrence, \$4,000,000 Aggregate
Property Damage: \$300,000 Per Occurrence

In addition, Contractor shall ensure that it has professional liability coverage and any necessary workers' compensation and employer liability insurance, as required by Iowa law.

9.3 Contractor shall obtain a waiver of subrogation rights that any of its insurance carriers might have against the State of Iowa. The waiver shall be indicated on the certificates of coverage, copies of which shall be supplied to IFA.

SECTION 10 LIMITATION OF LIABILITY

10.1 Contractor expressly acknowledges that the services procured by this Contract are subject to legislative change by either the federal or state government. Should either legislative body enact measures which alter the services to be provided under this Contract, Contractor shall not hold IFA liable in any manner for the resulting changes. IFA shall use its best efforts to provide thirty (30) days' written notice to the Contractor of any legislative change. During the thirty (30) day period, the parties shall meet and make a good faith effort to agree upon changes to the Contract to address the legislative changes. Nothing in this Subsection shall affect or impair IFA's right to terminate the Contract pursuant to the termination provisions.

10.2 IFA shall not be liable for any indirect, incidental, consequential, punitive, reliance, or special damages arising from or related to the Contract, including, but not limited to, lost profits, savings, advantage, or revenues, or increased cost of operations. IFA's total liability for any direct damages arising from or related to the Contract shall not exceed one (1) times the total amount IFA pays to the Contractor under this Contract.

SECTION 11 ADDITIONAL PROVISIONS

11.1 Independent Contractor. The status of Contractor shall be that of an independent contractor. Nothing in this Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, other association of any kind, or agent and principal relationship between the parties hereto. Contractor, its employees, agents and subcontractors performing under this Contract are not employees or agents of the State of Iowa or of any agency, division or department of the state. Neither Contractor nor its employees shall be considered employees of IFA or the State of Iowa for federal or state tax purposes. IFA will not withhold taxes on behalf of Contractor, its employees, agents, or subcontractors, unless required by law.

11.2 Compliance with the Law. Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations

and orders when performing the services under this contract.

11.3 Conflict of Interest. Contractor covenants that it presently has no interest and shall not acquire any interest, direct and indirect, which would conflict in any manner or degree with the performance of services required under this Contract. Contractor further covenants that, in the performance of this Contract, no person having any such interest shall be employed. In addition, during the term of this Contract, Contractor shall not provide services that would create a conflict of interest with Contractor's duties set out in this Contract.

11.4 Amendments. This Contract may be amended in writing from time to time by mutual consent of the parties. All amendments to this Contract must be in writing and executed by all parties.

11.5 Choice of Law and Forum.

11.5.1. The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Agreement without regard to the choice of law provisions of Iowa law or any other principles of conflicts of law.

11.5.2. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Agreement, the proceeding shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa, if such court has jurisdiction. If however, such court lacks jurisdiction and jurisdiction lies only in a United States District Court, the matter shall be commenced in the United States District Court for the Southern District of Iowa, Central Division.

11.5.3. Nothing in this Agreement shall be construed as waiving any immunity to suit or liability, in state or federal court, which may be available to IFA or its agents, officers, employees, representatives, predecessors, successors, assigns, attorneys, agencies, divisions, departments, commissions, commissioners, boards, board members, and all other persons or entities acting on behalf of the State of Iowa.

11.6 Assignment and Delegation. This Contract may not be assigned, transferred, conveyed, or delegated in whole or in part without the prior written consent of the other party.

11.7 Waiver. Except as specifically provided for in a waiver signed by duly authorized representatives of IFA and 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.

11.8 Notice. Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested; by receipted hand delivery; or by Federal Express, courier or other similar and reliable carrier, and shall be addressed to each party as set forth as in Section 1 of this Contract. From time to time, the parties may change the name and address of a person designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

11.9 Severability. If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or

enforceability of any other part or provision of this Contract.

11.10 Public Records. Contractor shall comply with the requirements of *Iowa Code* Chapter 22, including *Iowa Code* Section 22.7, which defines confidential records and prescribes confidential handling procedures. Contractor shall maintain all documents related to this Contract sufficiently and properly throughout the term of this Contract and for a period of at least five years following receipt of Contractor's final payment, whichever occurs last. Contractor shall allow IFA and any other representative of the state or federal government to access and examine, audit, excerpt and transcribe any directly pertinent documents at no cost to the state or federal government.

11.11 Confidential Information. Contractor's employees, agents and subcontractors may have access to confidential information maintained by IFA to the extent necessary to carry out its responsibilities under the Contract. Contractor shall assume that all information received pursuant to this Contract is confidential unless otherwise designated by IFA. The private or confidential information shall remain the property of IFA at all times. No confidential information collected, maintained, or used in the course of performance of the Contract shall be disseminated by Contractor except as authorized by law and only with the prior written consent of IFA, either during the period of the Contract or thereafter. Contractor may be held civilly or criminally liable for improper disclosure of confidential information. In the event that a subpoena or other legal process is served upon Contractor for records containing confidential information, Contractor shall promptly notify IFA and cooperate with IFA in any lawful effort to protect the confidential information. Contractor shall immediately report to IFA any unauthorized disclosure of confidential information. Contractor's obligations under this paragraph shall survive termination or expiration of this Contract.

11.12 Obligations beyond Contract Term. This Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to this Contract. All obligations of IFA and Contractor incurred or existing under this Contract as of the date of expiration, termination or cancellation will survive the termination, expiration or cancellation of this Contract.

11.13 Successors and Assigns. This Contract shall be binding upon the Contractor and IFA and their respective successors and assigns, and shall inure to the benefit of the IFA and Contractor and their successors and assigns.

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

11.15 Delay or Impossibility of Performance. Contractor shall not be in default under this Contract if performance is delayed or made impossible by an act of God, flood, fire or similar events. In each such case, the delay or impossibility must be beyond the control and without the fault or negligence of Contractor. If delay results from a subcontractor's conduct, negligence or failure to perform, Contractor shall not be excused from compliance with the terms and obligations of this Contract.

11.16 Non-Exclusive Rights. This Contract is not exclusive. IFA 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.

11.16 Immunity from Liability. Every person who is a party to the Contract is hereby notified and agrees that the State, IFA and all of its or their employees, agents, successors, and assigns, are immune from liability and suit for Contractor's and/or subcontractors' activities involving third parties arising from the Contract. Pursuant to *Iowa Code* chapter 669, IFA and the State of Iowa are self-insured against all risks and hazards related to this Contract. No separate fund has been established to provide self-insurance, and the State of Iowa is not obligated to establish any such fund during the term of this Contract.

11.17 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Contract.

11.18 Complete Integration. This Contract contains the entire understanding between IFA and Contractor and any representations that may have been made before or after signing this Contract, which are not contained herein, are nonbinding, void and of no effect. None of the Parties has relied on any such prior representation in entering into this Contract.

SECTION 12 EXECUTION

In consideration of the mutual covenants 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, which represents the entire Contract between the parties, and have caused their duly authorized representatives to execute this Contract.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IOWA FINANCE AUTHORITY:

By: _____
Deborah V. Durham, Executive Director

Date: _____

[contractor]:

By: _____
[typed name and title]

Date: _____