

REQUEST FOR INFORMAL BIDS
Iowa Economic Development Authority (IEDA)
Community Development Division
Impact Assessment of Façade Masterplans
Proposal deadline 4:00 p.m. Local time Des Moines, IA, March 19, 2018

The Iowa Economic Development Authority's ("IEDA" or "Authority") Community Development Division, seeks to hire a consultant(s) experienced in researching, describing, summarizing, and presenting the impacts of community development projects. The selected consultant will:

- Analyze impacts of completed downtown building façade projects;
- Identify indicators of likely façade project success in a community (why or why haven't projects succeeded); and
- Identify opportunities to leverage future CDBG investments in downtown façade projects for greater impact.

The façade projects are a result of IEDA administered Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Downtown Revitalization funding. The tentative terms of the contract will be from May 1, 2018 through December 31, 2018 with up to three additional one-year extensions.

Form, Content, and Deadlines

Proposals shall be no more than ten pages in length and may either be emailed to jeff.geerts@iowaeda.com in a PDF or Microsoft Word format or mailed to Jeff Geerts, Iowa Economic Development Authority, 200 East Grand Avenue, Des Moines, IA 50309. IEDA shall not be responsible for any proposals not received due to spam filters or other electronic intercepts. The Issuing Officer identified in the Request for Informal Bids is the sole point of contact from the date of issuance until a Notice of Intent to Award the Contract is issued.

Proposals should include the Service Provider's cost proposal and sufficient information regarding the Service Provider's ability to perform the services sought to enable the IEDA to make a judgment about the Service Provider's ability to perform the work identified in the Scope of Services. All information submitted by a Service Provider may be treated as a public record by the IEDA unless the Service Provider properly requests that the information be treated as confidential information in accordance with the public records laws of the State of Iowa at the time its proposal is submitted.

The deadline to respond to this request for informal bids is **4:00 PM Local time Des Moines, IA, March 19, 2018**. Any proposal received after this deadline will be rejected and returned to the Service Provider. **Request for proposal questions may be submitted via email to jeff.geerts@iowaeda.com until 4:00 PM Local time Des Moines, IA, March 5, 2018**. IEDA Response to Questions on or before **March 12, 2018 4:00 PM Local time Des Moines, IA**.

IEDA shall negotiate and execute a Contract no later than sixty (60) days from the bid date deadline 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. 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 a contract(s).

Background

The mission of the Iowa Economic Development Authority 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 website at www.iowaeconomicdevelopment.com.

Project Specific Information

In 2009, IEDA established the [Downtown Revitalization Fund](#) to assist local governments in preventing and eliminating slum and blight through the simultaneous improvement of a large number of building facades in a concentrated downtown area. The CDBG façade masterplan projects involve maximum funding of up to \$500,000 from the IEDA matched by local funds provided by the local government, property owners, and additional community supporters.

Since 2009, 50 façade masterplan projects have been awarded CDBG funding. On average 12-15 building facades are completed with each project award.

For the purposes of this impact evaluation study, the selected consultant will identify the impact in the 24 communities below that have completed their façade masterplan project at least two years ago.

Adel	Elkader	Mason City
Belle Plaine	Emmetsburg	Osceola
Bloomfield	Fayette	Ottumwa
Burlington	Fort Madison	Ottumwa
Charles City	Greenfield	Stratford
Colfax	Guthrie Center	West Union
Conrad	Le Mars	West Union
Corning	Manning	Woodbine

Things to Consider:

While IEDA does not have a pre-determined approach as to how the consultant shall conduct the impact analysis, the following information is provided to assist RFP respondents in developing their proposal.

Impact Matrices

The Iowa Economic Development Authority has identified the following as potential measures of impact. Other measures of impact are possible. RFP respondents are encouraged to propose other potential measures they deem as possibly insightful to the study's findings.

- Assessed property value changes;
- Sales tax generation changes;
- Changes in ownership of buildings within the project area;
- Facades improved with IEDA funding and additional facades improved without IEDA funding;
- Change in number of vacant storefronts;
- Net new number of businesses in project area; and
- Individual sales and operational impacts for businesses in project area.

Variables

Many potential variables exist for respondents to consider when preparing their proposed study methodology. Some of the potential variables include the following.

- Size of community;
- Whether community is a [Main Street Iowa](#) community or not;
- Quality of the façade improvements;
- Average amount of investment in each community's façade improvements;

- Number of facades improved, or percent of facades improved in downtown area; and
- Other downtown improvements made during or close to same time as façade project; such as, streetscape improvements and / or addition of upper-story housing.

Scope of Work and Deliverables

Deliverables listed are the minimum expected from the Contractor.

The Iowa Economic Development Authority's ("IEDA" or "Authority") Community Development Division, seeks to hire a consultant(s) experienced in researching, describing, summarizing, and presenting the impacts of community development projects using information found in, but not limited to, Project Specific Information. The selected consultant will:

- Analyze impacts of completed downtown building façade projects;
- Identify indicators of likely façade project success in a community (why or why haven't projects succeeded); and
- Identify opportunities to leverage future CDBG investments in downtown façade projects for greater impact.

The IEDA does not have a pre-determined approach as to how the consultant shall conduct the impact analysis. It is expected that each entity submitting a proposal in response to this request will propose its own approach for best determining the impact of the façade master plan projects, indicators of likely façade project success, and for determining steps that IEDA may take to leverage future CDBG investments in downtown façade projects for greater impact.

The IEDA is seeking Contractor to develop and provide the following:

Tasks & Deliverables:

- (1) Collect data for impact analysis from the 24 communities identified above, as well as possible control communities (if in proposed methodology);
- (2) Analyze data for impact of façade masterplan projects, indicators of likely success, and opportunities to leverage future CDBG investments in downtown façade projects for greater impact;
- (3) Prepare draft report of impact analysis findings for IEDA review and comment;
- (4) Prepare final report and executive summary of impact analysis findings for IEDA review and comment as well as a PowerPoint presentation of study findings for future use by IEDA; and
- (5) Make a presentation at up to two in-state conferences chosen by IEDA.

Review Criteria

Proposals will be reviewed with the following criteria:

- Professional experience and capacity to complete services as proposed.
- Proposed approach to implement services requested in RFP.
- Proposed project time line.
- Cost efficiency of service.
- Value to the IEDA. The evaluation committee will award the contract to the responsible Service Provider submitting the best proposal. The lowest priced proposal is not necessarily the best proposal.
- Satisfactory performance on previous and present contracts similar in scope to the subject of this RFP.
- Overall track record and reputation in the relevant industry.

- Demonstrated quality of proposed services.
- Plans for assurance of high quality service.

No Minimum Guaranteed

The IEDA does not guarantee any minimum level of purchases under the 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.

IEDA will not necessarily award the Contract to the Contractor offering the lowest cost to the IEDA. Instead, the IEDA will award the Contract whose Responsive Proposal the IEDA believes will provide the best value to the State.

Insurance: IEDA reserve the right to require the winning vendor to secure professional liability coverage, general liability, 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 vendor's original bid.

Costs

Bid shall be a fixed fee inclusive of all services, travel, materials, and other expenses to deliver the above scope of work.

ATTACHMENT A
GENERAL PROVISIONS
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
October 18, 2016

1.0 AMENDMENT.

- (a) WRITING REQUIRED. The Contract may only be amended through written prior approval of the Authority through IowaGrants.gov. 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 shall 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 PROGRAM INCOME. All program income, as defined in 2 CFR part 200, subpart E; 24 CFR 570.489; and 261 Iowa Administrative Code, if applicable; shall be added to the Project "Budget Activity" and used to further eligible Project objectives as defined in the Contract and the "Budget Activity" in the CDBG Application. Program income not used to further Project objectives will be deducted from the total

Project "Budget Activity" for the purpose of determining the amount of reimbursable costs under the Contract. In cases of dispute, final decisions regarding the definition or disposition of program income shall be made by the Authority.

6.0 INTEREST EARNED. To the extent that interest is earned on advances of CDBG funds, this interest shall be returned to the Authority, except that the Recipient may keep interest amounts of up to \$100 per year for administrative expenses.

7.0 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.

8.0 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.

9.0 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 noncancellable 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.

10.0 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.

11.0 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.

12.0 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.

13.0 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.

14.0 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 135, Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u). All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

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

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

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

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

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

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

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

Section 3 Businesses are encouraged to respond to this proposal. A Section 3 business is a business that is:

51% owned by Section 3 residents*

Whose permanent, full-time staff is comprised of at least 30% Section 3 residents*

Has committed 25% of the dollar amount of its subcontracts to Section 3 businesses

*A Section 3 resident is defined as a public housing resident or someone with a household income that is less than 80% of the area median income.

Businesses that believe they meet the Section 3 criteria are encouraged to register as a Section 3 Business through HUD's website:

<https://portalapps.hud.gov/Sec3BusReg/BRegistry/RegisterBusiness>.

(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 vendor 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.

15.0 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).

16.0 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.

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

18.0 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.