

IOWA DEPARTMENT OF NATURAL RESOURCES  
CONTRACT NUMBER **Contract Number**

Between

IOWA DEPARTMENT OF NATURAL RESOURCES  
And  
**CONTRACTOR NAME**

IN WITNESS THEREOF, the parties hereto have entered into this Contract on the day and year last specified below.

**DEPARTMENT OF NATURAL RESOURCES**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Department Signatory, Title (Please consult Signature Policy to determine which name and title should appear here.)

**CONTRACTOR**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Contractor Name  
Contractor Signatory, Title

<b>For DNR use only:</b>
<b>Instructions:</b> Retain the original contract in the project file and send a hardcopy with the first invoice.
<input type="checkbox"/> This contract has been recorded in the DNR's central office database. _____ initials
If the box above is not checked, follow the instructions below: 1. Identify the appropriate division: <input type="checkbox"/> Conservation & Recreation <input type="checkbox"/> Environmental Services <input type="checkbox"/> Management Services <input type="checkbox"/> Director's Office Immediately upon obtaining all signatures, scan, fax to 515-281-8895, or mail a signed copy of the contract for entry into DNR's central office database. Mailing address: Wallace State Office Building, Attention: (your respective division coordinator), 502 East 9 <sup>th</sup> Street, Des Moines, Iowa 50319.

## SMALL CONTRACTS SPECIAL CONDITIONS

This Contract is entered into between the Iowa Department of Natural Resources (DNR) and **Contractor Name** (Contractor). The parties agree as follows:

### **Section 1**      **IDENTITY OF THE PARTIES**

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- 1.1**      The DNR is authorized to enter into this Contract. The DNR's address is: 502 East Ninth Street, Des Moines, IA 50319. The Principal Contact for the DNR is:  
DNR Project Manager Name, Title  
Bureau, Division  
Street Address, City, IA, Zip  
Phone: Project Manager Phone  
Fax: Project Manager Fax  
Email: Project Manager Email
- 1.2**      **Contractor Name** (Contractor) is type of organization authorized to do business in the state of Iowa. The Contractor's address is: Contractor Street Address; Contractor City, Contractor State Contractor Zip. The Principal Contact for the Contractor is:  
Contractor Project Manager Name, Contractor Project Manager Title  
Contractor Project Manager Street Address  
Contractor Project Manager City, Contractor Project Manager State Zip  
Phone: Contractor Project Manager Phone  
Fax: Contractor Project Manager Fax  
Email: Contractor Project Manager Email

### **Section 2**      **PURPOSE**

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The parties have entered into this Contract to (fill in the purpose of the Contract).

### **Section 3**      **DURATION OF CONTRACT**

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- 3.1**      **Term of Contract.** The term of this Contract shall be (Contract Start Date) until (Contract Expiration Date), unless terminated earlier in accordance with the Termination section of this Contract. However, this Contract shall not begin until it has been signed by both parties.
- 3.2**      **Extension.** DNR shall have the sole option to extend this Contract for subsequent periods, adding up to no more than six years total from the beginning date of the Original Contract, by executing a signed amendment prior to the expiration of this Contract.

### **Section 4**      **STATEMENT OF WORK**

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**4.1**      **Statement of Work.** The Contractor shall perform the following Tasks by the Task Milestone Dates set out below:

*(Use this version when the Statement of Work consists of separate Tasks.)*

<b>Obligation</b>	<b>Task Milestone Date</b>
Task 1: Task Name and Description	No later than Date
Task 2: Task Name and Description	No later than Date
Task 3: Task Name and Description (add rows for additional Tasks as needed)	No later than Date

*(Use this version when the Statement of Work consists of one Task to be completed at regular intervals.)*

**4.1**      **Statement of Work.** Contractor shall perform the following Tasks, to be completed at the following regular intervals.

<b>Obligation</b>	<b>Interval</b>
Task 1: <i>Task Name and Description</i>	This Task shall be completed on a <i>(weekly/monthly/other interval)</i> basis.
Task 2: <i>Task Name and Description</i>	This Task shall be completed on a <i>(weekly/monthly/other interval)</i> basis.
Task 3: <i>Task Name and Description (add rows for additional Tasks as needed)</i>	This Task shall be completed on a <i>(weekly/monthly/other interval)</i> basis.

**4.2 Task Milestone Dates.** The Contractor shall complete its obligations by the Task Milestone Dates set out in section 4.1 above. Failure by the Contractor to complete its obligations by the Task Milestone Dates in this Contract shall constitute material breach of this Contract and shall be grounds for DNR to immediately terminate this Contract for cause.

**4.3 Monitoring Clause.** In compliance with the State of Iowa Accountable Government Act, the DNR will monitor the performance of the Contractor monthly by logging any complaints regarding Contractor's performance and meeting with Contractor, as necessary, to address those complaints to make sure that Contractor is complying with the terms of this Contract and achieving the desired results.

**4.4 Review Clause.** The DNR 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 the DNR 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**

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**5.1 Source of Funding.** The source of funding for this Contract is (fill in the source of funding).

**5.2 Compensation.** The Contractor will be paid for the services described in the Section 4.1 of this Contract in an amount not to exceed *Contract Amount*. Payment shall be for satisfactory completion of the Statement of Work outlined in this Contract, provided that Contractor has complied with the terms of this Contract.

**5.2 Invoices.** The Contractor shall submit an invoice for services rendered in accordance with this Contract on a *(fill in quarterly, monthly, or upon completion of the work)* basis. The invoice shall comply with all applicable rules concerning payment of such claims. The DNR shall pay all approved invoices in arrears and in conformance with Iowa Code section 8A.514. Unless otherwise agreed to in writing by the parties, the Contractor shall not be entitled to receive any other payment or compensation from the State for any services provided by or on behalf of the Contractor under this Contract. Payment will be issued to:

*Contractor Name*  
 Attention: *Contractor Project Manager Name*  
*Contractor Address*

**5.3 Set-Off Against Sums Owed by the Contractor.** In the event that the Contractor owes the State any sum under the terms of this Contract, any other Contract, or pursuant to any judgment, the State may set off the sum owed to the State against any sum owed by the State to the Contractor in the State's sole discretion, unless otherwise required by law. The Contractor agrees that this provision constitutes proper and timely notice under the law of setoff.

**5.4 Delay of Payment Due to Contractor's Failure.** If the DNR determines that the Contractor has failed to perform or deliver any service or product required by this Contract, then the 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. The DNR shall withhold that

portion of the invoice amount which represents payment for the Task that was not completed, delivered and successfully deployed.

**5.5 Erroneous Payments and Credits.** Contractor shall promptly re-pay or refund to the DNR the full amount of any overpayment or erroneous payment within ten business days after either discovery by Contractor or notification by the DNR of the overpayment or erroneous payment.

## **Section 6 TERMINATION**

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**6.1 Immediate Termination by the DNR.** The DNR may terminate this Contract immediately and without advance notice to the Contractor for any of the following reasons: (1) if the Contractor is required to be certified or licensed as a condition precedent to providing services, and the license or certification is revoked or otherwise lost; (2) if the DNR determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized; (3) if the Contractor fails to comply with confidentiality laws or provisions; or (4) if the Contractor furnished any statement, representation or certification in connection with this Contract which is materially false, deceptive, incorrect or incomplete.

**6.2 Termination for Cause.** The DNR may terminate the Contract for cause if the 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 the DNR to liability, as determined in the DNR's sole discretion. If there is a default event caused by the Contractor, then DNR shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the DNR's written notice to the Contractor. If the breach or noncompliance is not remedied by the date contained in the written notice, then DNR may immediately terminate the Contract without additional written notice. Following 30 days' written notice, the DNR may terminate this Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Contractor. Following termination upon notice, the Contractor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under this Contract to the DNR up to and including the date of termination.

**6.3 Termination Due to Lack of Funds or Change in Law.** The DNR shall have the right to terminate this Contract without penalty by giving 60 days' written notice to the Contractor if, in the DNR's sole discretion, adequate funds are not appropriated or granted to allow the DNR to operate as required and to fulfill its obligations under this Contract or funds are de-appropriated; if funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by DNR to make any payment hereunder are insufficient or unavailable for any other reason as determined by DNR in its sole discretion; if the DNR'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 the DNR'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 the DNR's ability to fulfill any of its obligations under this Contract.

**6.4 The Contractor's Termination Duties.** The Contractor upon receipt of notice of termination or upon request of the DNR, shall cease work under this Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within 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, any other matters the DNR may require. The Contractor upon receipt of notice of termination or upon request of the DNR, shall immediately cease using and return to the DNR any personal property or materials, whether tangible or intangible, provided by the DNR to the Contractor; and shall comply with the DNR's instructions for the timely transfer of any active files and work product produced by the Contractor under this Contract.

## **Section 7 REPRESENTATIONS AND WARRANTIES**

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

**7.2 Professional Practices.** The 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.** The 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 the DNR.

## **Section 8 DATA AND WORK PRODUCTS**

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**8.1 Rights in Data.** The DNR shall be and shall remain the owner of all data and records provided to the Contractor. The Contractor will not use the DNR'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 to third parties or commercially exploited by or on behalf of the Contractor.

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

## **Section 9 INDEMNIFICATION**

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The Contractor agrees to indemnify and hold harmless the State of Iowa and the DNR, its officers, employees and agents appointed and elected and volunteers from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by the Attorney General's Office, and the costs and expenses and reasonable attorneys' fees of other counsel required to defend the State of Iowa or the DNR, related to or arising from its acts. Indemnification obligation of the Contractor shall survive termination of this Contract.

## **Section 10 LIMITATION OF LIABILITY**

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The 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 by this Contract, the Contractor shall not hold the DNR liable in any manner for the resulting changes. The DNR shall use best efforts to provide 30 days' written notice to the Contractor of any legislative change. During the 30-day period, the parties shall meet and make a good faith effort to agree upon changes to the Contract to address the legislative change. Nothing in this section shall affect or impair the DNR's right to terminate the Contract pursuant to the termination provisions.

## **Section 11 ADDITIONAL PROVISIONS**

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**11.1 Independent Contractor.** The status of the 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, (or other association of any kind or agent and principal relationship) between the parties hereto. The Contractor, its employees, agents and any subcontractors performing under this Contract are not employees or agents of the State of Iowa or any agency, division or department of the state. Neither the Contractor nor its employees shall be considered employees of the DNR or the State of

Iowa for federal or state tax purposes. The DNR will not withhold taxes on behalf of the Contractor (unless required by law).

**11.2 Compliance with the Law.** The 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, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as subcontractors or suppliers. The Contractor may be required to submit its affirmative action plan to the Department of Management to comply with the requirements of 541 IAC, Sec 4.

**11.3 Conflict of Interest.** The Contractor covenants that the Contractor 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. The 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 the 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 fully executed by the parties.

**11.5 Choice of Law and Forum.** The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Contract without regard to the choice of law provisions of Iowa law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Contract, the exclusive jurisdiction for the proceeding shall be brought in Polk County District Court for the State of Iowa, Des Moines, Iowa, or in the United States District Court for the Southern District of Iowa, Central Division, Des Moines, Iowa wherever jurisdiction is appropriate.

**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 Supersedes Former Contracts or Agreements.** This Contract supersedes all prior contracts or agreements between the DNR and the Contractor for the services provided in connection with this Contract.

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

**11.9 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 party designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

**11.10 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.

**11.11 Public Records.** The 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 and 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, and shall allow the DNR 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.

**11.12 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 the DNR and the Contractor incurred or existing under this Contract as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of this Contract.

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

**11.14 Delay or Impossibility of Performance.** The 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 the Contractor. If delay results from a subcontractor's conduct, negligence or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of this Contract.

**11.15 Non-Exclusive Rights.** This Contract is not exclusive. The DNR reserves the right to select other contractors to provide services similar or identical to the Statement of Work 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, the Agency and all of their employees, agents, successors, and assigns are immune from liability and suit for of from Contractor's and/or subcontractors' activities involving third parties arising from the Contract.

**11.17 Non-Supplanting Requirement.** To the extent required by state or federal law, federal and state funds made available under this Contract shall be used to supplement and increase the level of state, local and other non-federal funds that would in the absence of such federal and state funds be made available for the programs and activities for which funds are provided and will in no event take the place of state, local and other non-federal funds.

**(REMOVE THIS SECTION AND ATTACHMENT "A" IF NO FEDERAL FUNDS ARE USED.)**

**11.18 Federal Funds.** The Contractor has read and understands the provisions of Attachment A, Additional Requirements for Federally-Funded Agreements, attached hereto and made part of this Contract by this reference, and the Contractor agrees to conform to the requirements contained therein.

**Attachment A**  
**Additional Requirements for Federally-funded Agreements**

**A.1 Suspension and Debarment.** The Contractor certifies pursuant to 31 CFR Part 19 that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any federal department or agency.

**A.2 Lobbying Restrictions.** The Contractor shall comply with all certification and disclosure requirements prescribed by 31 U.S.C. Section 1352 and any implementing regulations and shall be responsible for ensuring that any subcontractor fully complies with all certification and disclosure requirements.

**A.3 Pro-Children Act of 1994.** Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan or loan guarantee. Federal programs include grants, cooperative agreements, loans or loan guarantees and contracts. The law also applies to children's services that are provided in indoor facilities that are constructed, operated or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities (other than clinics) where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party. The Contractor certifies that it will comply with the requirements of the Pro-Children Act of 1994 and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

**A.4 Certified Audits.** Local governments and non-profit subrecipient entities that expend \$500,000 or more in a year in federal awards (from all sources) shall have a single audit conducted for that year in accordance with the provisions of OMB Circular A-133 "Audit of States, Local Governments, and Non-Profit Organizations." A copy of the final audit report shall be submitted to the DNR if either the schedule of findings and questioned costs or the summary schedule of prior audit findings includes any audit findings related to federal awards provided by the DNR. If an audit report is not required to be submitted per the criteria above, the subrecipient must provide written notification to the DNR that the audit was conducted in accordance with Government Auditing Standards and that neither the schedule of findings and questioned costs nor the summary schedule of prior audit findings includes any audit findings related to federal awards provided by the DNR. See A-133 Section 21 for a discussion of subrecipient versus vendor relationships.

**A.5 Drug Free Work Place.** The Contractor shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988 and all applicable regulations.