



**MINNESOTA VALLEY ACTION COUNCIL, INC.
MASTER ENERGY PROGRAMS CONTRACT**

THIS CONTRACT has been entered into as of **July 1, 2023**, by and between Minnesota Valley Action Council, Inc. (MVAC), a Minnesota non-profit corporation, and

_____ (Contractor), who hereby agree to the following terms and provisions.

CONTRACT TIMELINES

This contract will be effective as of the date referenced above and end on **June 30, 2026**. Standard prices established through the RFQ process will be reviewed and updated each year, or when needed based on industry changes. Any standard price changes will be considered an addendum to the existing contract.

GENERAL TERMS

Contractor has entered into this contract as a part of the RFQ process, and to be able to participate in bid proposals for projects under MVAC's Regular Weatherization and Energy Assistance programs. The following terms and conditions apply to this contract:

GENERAL COMPLIANCE

The Contractor agrees to comply with all applicable federal, state and local laws and regulations governing the funds provided under the general conditions of this Contract. Contractor shall secure from the local municipality all necessary permits, licenses and bonds to perform the work requested under this Contract. All such work shall be in compliance with all building code regulations and ordinances of the local municipality. All permits will be signed off by City inspector (if applicable), if required and submitted with invoices for payment.

PERFORMANCE MONITORING

MVAC will monitor the performance of the Contractor against goals and performance standards required herein. Substandard performance as determined by MVAC will constitute noncompliance with this Contract.

CONTRACTOR RESPONSIBILITY FOR FUND SOURCE MONITORING

The Contractor is responsible for reconciliation of deficiencies noted by fund-source monitors (e.g., State of Minnesota, Commerce or other funding agency). Such responsibility is enforceable in terms of required warranties pursuant to this Contract.

INDEPENDENT CONTRACTOR

Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an independent contractor with respect to the services to be performed under this Contract. MVAC shall be exempt from payment of all

Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Contractor is an independent contractor.

SUBCONTRACTS

Subcontracting - The Contractor shall hire subcontractors who comply with the terms of this contract. Contractor will have sole obligation to pay subcontractors.

Monitoring - The Contractor will monitor all subcontracted provided services on a regular basis to assure compliance with specifications provided in this contract and the work agreement(s).

INDEMNIFICATION

Contractor shall defend, indemnify and hold harmless the property owner, MVAC, and all funding sources, from all liabilities, claims and losses arising from the Contractor's activities under this Contract, including but not limited to bodily injury, death, property damage, monetary damage, and other loss or expense.

EARNINGS TAX

The Contractor is required to abide by all local, state and federal tax laws.

INSURANCE

At all times during this Contract, Contractor shall maintain the following insurance coverage, which shall name MVAC as an additional insured or loss payee, as its interest may appear:

- A. Comprehensive General Liability Insurance coverage of at least \$300,000 per bodily injury, personal injury and property damage.
- B. Workers' Compensation Insurance coverage for all employees involved in the performance of this Contract as required by Minnesota Statute.
- C. Automobile Insurance coverage of at least \$100,000 for all vehicles used by Contractor in the performance of services provided pursuant to this Contract.

Upon execution of this Contract, and thereafter prior to the expiration of such coverage, Contractor shall provide MVAC with a certificate of insurance evidencing such insurance coverage. The certificate shall contain an agreement of the insurer that the coverage shall not be terminated or modified without thirty (30) days prior written notice to MVAC.

LICENSES AND BOND CERTIFICATES

At all times during this Contract, the Contractor and their subcontractors shall maintain current licenses and bonds pertaining to their business. Contractors will also provide a copy of the current licensing and bond(s) to MVAC upon request.

PERMITS AND INSPECTIONS

Contractor and their subcontractors are responsible to pull all applicable permits, and/or order all necessary inspections for work performed and the Contractor will provide a copy of the projects permit(s) to MVAC upon request.

LIEN WAIVERS

Contractor shall protect, defend and indemnify the property owners and MVAC from any claims for unpaid work, labor, or material by subcontractors and/or material suppliers who may be legally entitled to submit a claim. Contractor will be responsible for obtaining lien waivers for all subcontractors and material suppliers who provides labor or services or

supplied materials to the job or a bond satisfactory to MVAC indemnifying building owners and MVAC against any lien. A copy of all lien waiver(s) shall be provided to MVAC upon request.

DEBARMENT

Contractor certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission or any of the offense enumerated in paragraph (1)(b) of this certification; and
- d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

MATERIAL STANDARDS

All products used by Contractor in performing its work under this Contract shall meet the material codes for US Department of Energy 440.21 Appendix A ASTM and Attachment 1. United Laboratories rating will apply. Contractor shall comply with Minnesota statues on AWAIR.

MILEAGE

The Contractor shall be reimbursed for additional mileage incurred after 60 miles roundtrip. Place of business must be the starting point of mileage, for the initial trip to the job site to do the work, at the standard rate of labor per hour/per person. Reworks will be at your own expense.

NOTE: Additional miles beyond the allowed 60-mile roundtrip will need to be pre-approved by an MVAC staff.

OSHA REQUIREMENTS

Contractors must follow OSHA standards and Safety Data Sheets (SDS) and take precautions to ensure the health and safety of themselves and other workers. SDS must be posted wherever workers may be exposed to hazardous materials.

PUBLIC RECOGNITION OF FUNDING SOURCES

The Contractor shall insure recognition of the role of MVAC and the funding agencies in providing services through this Contract. In addition, the Contractor will include a reference to the support provided herein in all of its publications.

COPELAND "ANTI-KICKBACK" ACT

Contractor shall comply with the Copeland "Anti-Kick Back" Act (18 USC 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3).

HATCH ACT

The Contractor agrees that no funds provided, nor personnel employed under this contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

DRUG-FREE WORKPLACE

MVAC may ask for documentation of drug screening results. It is the contractor's responsibility to arrange for drug testing of their employees, through the vendor of their choice.

BACKGROUND CHECKS

MVAC will conduct contractor background checks at the beginning of each signed contract. It is the contractor's responsibility to arrange for background checks of their new employees in between the contract period. New employee information must be available to MVAC upon request.

WARRANTIES

Unless otherwise agreed to in writing by the parties hereto, the Contractor warrants that items ordered pursuant to the specifications will conform thereto to any drawings, samples, or other descriptions specified by MVAC, will be fit and sufficient for the purpose intended, and that all items will be new merchandise, or good materials and workmanship and free from defect. Such warranties, together with the Contractor's service warranties and guarantees, if any, shall survive inspection tests, acceptance of and payment for items and shall run to MVAC, its successors, or assigns and citizens. Contractor will provide a 1-year guarantee on all labor provided. MVAC may, at its option, return for credit or require prompt correction or replacement of the defective or nonconforming items or have the defective item corrected or replaced at the Contractor's expense. Items required to be corrected or replaced shall be subject to all terms and conditions of this Contract.

INFECTIOUS DISEASE OUTBREAK

In the time of an infectious disease outbreak, all safety protocols will be followed according to the guidelines and requirements set forth by the Emergency Executive Order from the Governor of the State of Minnesota and the Centers for Disease Control and Prevention (CDC). See <https://staysafe.mn.gov/> & <https://www.cdc.gov/> for guidance.

TERMINATION OF CONTRACT

If the Contractor fails to complete the weatherization/energy assistance work after the expiration of five business days from written notice, then MVAC may terminate this Contract. Upon such termination, MVAC may complete the work, whether by contract or otherwise and will take possession of and use any necessary materials or appliances situated on the premises to complete the work. Whether or not the Contractor's right to proceed is terminated, Contractor shall remain liable for any damages. In the event MVAC completes the work, the Contractor shall be paid the amount which results from subtracting the amount for any damages and the amount incurred by MVAC to complete the weatherization/energy assistance work from the amount which would have been owed if the Contractor had satisfactorily completed all work. Contractor shall execute a mechanic's lien waiver and a waiver of any rights arising in law or equity upon receipt of such sums of money.

This agreement will terminate when funds are depleted; however, MVAC reserves the right to terminate this agreement upon thirty (30) days written notice to contractor. Upon notice of termination for weatherization, contractor will not begin work on any additional projects and will confer with MVAC as to the status of homes currently receiving weatherization.

This Contract may be terminated by MVAC for the following reasons:

- A. Unsatisfactory performance by Contractor.
- B. Failure by Contractor to maintain appropriate working relationships with the customer and MVAC.
- C. Any change in the Contractor which renders it unable to meet basic qualifications.
- D. Discrimination against or denial of employment to any individual in the performance of any weatherization/energy assistance contract on the grounds of race, color, national origin, age, sex, handicap, religious or political affiliation in violation of Title V and VII of the Civil Rights Act of 1964 (42 UC 2000d), the Age Discrimination in Employment Act (29 USC 794), and specifically Minnesota Statute 363.073.
- E. Violation of any additional standards adopted by MVAC.

- F. Failure to maintain required insurance coverage.
- G. Failure to maintain current compliance with Tax Laws or Occupational License Requirements.
- H. Failure to abide by the terms and conditions of this Contract.
- I. Changes in program structure and processes.

AMENDMENT

This Contract may be amended only in writing and signed by all of the parties hereto.

WAIVERS

Failure of MVAC to insist on performance of any of the terms, conditions or requirements of this Contract shall not be construed as the waiver of such terms, conditions or requirements and the same shall remain in full force and in effect for the duration of this Contract.

ASSIGNMENT

The Contractor shall not assign or transfer any interest in this Contract (whether by assignment or novation), without the prior written consent of MVAC thereto.

ACCOUNTING STANDARDS

The Contractor agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by normally accepted accounting practices to properly account for expenses incurred under this contract.

RECORDS

Retention - The Contractor shall retain all records pertinent to expenditures incurred under this contract for a period of three (3) years after the resolution of all audit findings.

Disclosure - The Contractor understands that customer information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of MVAC or Contractor responsibilities with respect to services provided under this contract, is prohibited by the Minnesota Data Privacy Act unless written consent is obtained from such person receiving service and in the case of a minor that of a responsible parent/guardian.

Inspections - All Contractor records with respect to any matters covered by this Contract shall be made available to MVAC and any funding agency or their designees at any time during normal business hours, as often as MVAC or such funding agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

Progress - The Contractor shall submit reports to MVAC in the form, content, and frequency as required by MVAC.

PERSONNEL CONDITIONS

Nondiscrimination - The Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex affectional preference, disability or other handicap, age, marital status, political affiliation or belief, status with regard to public assistance, or application for or participation in any program funded in whole or in part with funds made available under this Contract. The Contractor will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The

Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

Noncompliance - In any event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or provisions herein, this Contract may be canceled, terminated or suspended, in whole or in part, and the Contractor may be declared ineligible by MVAC from any further participation in MVAC contracts in addition to other remedies as provided by law.

DATA PRIVACY

Work performed under this contract and the program the household has accessed to be eligible for the work is considered private data and should not be shared publicly. MVAC's Data Privacy policy is as follows:

"All information collected from individuals for the purposes of determining eligibility, verifying income, and making payments (including application for service or assistance, supporting records and documents, etc.) is considered private data on individuals as defined by Minnesota statutes. In general, only MVAC staff and agencies with statutory authority under the Omnibus Budget Reconciliation Act of 1981, as amended by the Human Services Reauthorization Act of 1984, should have access to such private data."

CERTIFICATIONS

Contractor has been made aware of and shall adhere to all MVAC, Department of Commerce, USDOE, and LIHEAP standards pursuant to the following documents and manuals which have been incorporated by reference and made part of this Agreement as is attached hereto:

- MN WAP Policy Manual
- MN WAP SWS Field Guide
- USDOE Standard Work Specifications (SWS)
- Energy Assistance Program (EAP/LIHEAP) Policy Manual
- Official State and Federal Program Notices

Prior to the commencement of subcontracted services under the Agreement, Contractor shall provide assurance in the form of a signed contract or other document showing the subcontractor has agreed to comply with all terms, conditions, assurance and certifications of the Agreement with (the agency), including awareness of and compliance with USDOE Standard Work Specifications (SWS), MN WAP Field Guide and the Energy Assistance Program Policy.

Any proposed change to work specifications needs prior approval from MVAC before the work is performed on the affected job.

IN AGREEMENT the parties have executed this Contract on the day first written above.

MVAC

CONTRACTOR

By: _____

By: _____

Its: Executive Director

Its: