

## Contract for Weatherization Services

This Contract is between **NeighborImpact** and **CONTRACTOR NAME**, hereinafter referred to as Contractor.

### RECITALS

WHEREAS, NeighborImpact has the need for contracting for services; and  
WHEREAS, **NAME** (hereinafter referred to as "Contractor") has experience, capability and capacity to provide these services as an independent contractor.

### AGREEMENT

IT IS HEREBY AGREED BY NeighborImpact and Contractor to enter into this Contract on First day of July, 2019, agreeing mutually to the following:

1. Effective date: July 1, 2019
2. End date: June 30, 2020, or earlier termination in accordance with Section 22. This is a one (1) year contract. NeighborImpact reserves the option to extend the contract for up to four (4) more one-year periods.
3. Scope of Work: The following contract shall bind Contractor to act in accordance with NeighborImpact's policies while providing weatherization services to qualified persons as described in separate, individual projects (work orders). NeighborImpact shall, in return, provide payment to Contractor in accordance with the terms of this contract and the terms expressed in the Request for Qualifications (RFQ) submission by Contractor and their price sheet (Attachment A). The Contractor pricing will remain static for the period of this contract. The scope of work under this contract is specified in Attachment A (RFQ Response and Price Sheet). This contract does not specify any number of work projects to be authorized during the duration period specified above. NeighborImpact may from time to time during the duration period seek proposals from additional qualified Contractors.
4. Consideration: This Contract is a requirements contract, whereby NeighborImpact makes no guarantee of any amount of consideration to be paid to Contractor. Contractor shall only be compensated on a firm, fixed-price for a specific project as outlined in each Work Order, and in accordance with the requirements of this Contract for the performance all Work described and reasonably inferred from the Contract Documents.
5. Payment: If all required inspections indicate that the work has been satisfactorily completed in accordance with the individual project contract, Contractor shall be authorized to submit an invoice for the entire balance owed on the completed work order. Contractor shall submit an invoice within 30 days after all required inspections are completed.
6. Contract Documents: The Contract consists of the following documents, hereby incorporated by reference:

- Exhibit A: RFQ Response and Price Sheet
- Exhibit B: Insurance Provisions
- Exhibit C: Federal Assurances; Terms and Conditions
- Exhibit D: Certification Regarding Lobbying
- Exhibit E: Confidentiality Policy and Procedure

7. No Benefits or Expenses: NeighborImpact will not provide any benefits to Contractor or Contractor's employees or agents, and Contractor will be solely responsible for obtaining Contractor's own benefits, including but not limited to insurance, medical reimbursement, and retirement plans. Expenses incurred by Contractor in connection with the performance of the services will not be reimbursed by NeighborImpact.
  
8. Funding Regulations: In consideration of the other terms of this Contract, Contractor agrees to the following obligations:
  - a. To comply with all applicable laws, ordinances, regulations, executive orders, and codes of federal, state and local governments. Contractor shall comply with all guidelines and stipulations attached by the funding agency. Contractor, its subcontractors, and all employers under this Contract are subject employers under the Oregon Workers' Compensation law and shall comply with ORS 656.017, which requires them to provide workers compensation coverage for all of their subject workers. Contractor further warrants that it is in compliance with Oregon's Personal Income Tax Act of 1969 (ORS Chapter 316), Workers Compensation Law (ORS Chapter 656), and Employment Department Law (ORS Chapter 657).
  
  - b. To keep and maintain adequate documentation for financial expenditures under this Contract and to submit reports to NeighborImpact. For not less than six (6) years after contract expiration, NeighborImpact, the Secretary of State's Office of the State of Oregon, the federal government, the federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. Contractor shall retain all pertinent records regarding this Contract and performance of the Services for a minimum of six (6) years, or as otherwise directed by NeighborImpact, and shall provide NeighborImpact with a copy of all such documents upon its request.
  
  - c. To be responsible to NeighborImpact for funds expended under this Contract.
  
  - d. During the term of this Contract, Contractor will obtain and maintain insurance policies that provide adequate coverage for all risks normally insured against by a person carrying on a similar business in a similar location, and for any other risks to which Contractor is normally exposed, at Contractor's expense, including but not limited to the insurance noted in Exhibit B.
  
  - e. Contractor agrees to add NeighborImpact as an additional named insured or additional insured to Contractor's insurance policy(ies). Any cost associated with this may be billed to NeighborImpact, provided such cost is an allowable use approved by the funder.
  
9. Monitoring: NeighborImpact is authorized to visit the project site at any stage, without notice,

to determine if work is proceeding in a timely manner and in accordance with this contract. NeighborImpact shall have authority to stop the work whenever deemed necessary to ensure the proper execution of the individual project work order.

10. Independent Contractor: Contractor is an independent contractor of NeighborImpact. Contractor will not be an employee of NeighborImpact. Contractor is in business for him/herself and will be free from direction and control over the means and manner of providing the Services, subject only to the right of NeighborImpact to specify the desired results. NeighborImpact reserves the right (i) to determine (and modify) the delivery schedule for the Work to be performed and (ii) to evaluate the quality of the completed performance, NeighborImpact cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work.

11. Standards: Contractor represents, warrants, and covenants to NeighborImpact that, in the provision of the Services, Contractor is customarily engaged in, and will continue to customarily engage in, an independently established business as described in ORS 670.600(3) and other applicable laws. Without limitation, Contractor specifically represents, warrants, and covenants to NeighborImpact that:

- (a) Contractor maintains its own business location separate from NeighborImpact;
- (b) Contractor bears the risk of loss related to Contractor's business or the provisions of the Services;
- (c) Contractor provides contracted services to multiple persons and actively solicits new contracts to provide services;
- (d) Contractor has made a significant financial investment in its business; and
- (e) Contractor has and will continue to have authority to hire and fire others to assist in providing the Services.

12. Taxes: NeighborImpact will not withhold any taxes from any payments made to Contractor, and Contractor will be solely responsible for paying all taxes arising out of or resulting from the performance of the services, including but not limited to income, social security, worker's compensation, and employment insurance taxes. Unless Contractor is subject to backup withholding, Contractor will not withhold from such compensation or payments any amounts to cover Contractor's federal or state tax obligation benefits from compensation or payment paid to contractor under this Contract except as a self-employed individual. Prior to the commencement of work for NeighborImpact, Contractor shall provide a W-9 to NeighborImpact's Finance Department. Contractor will receive a Form 1099 at year's end. A copy of the Form 1099 will be filed with the Internal Revenue Service and other taxing authorities, as applicable.

13. No Agency Relationship: This Contract does not create an agency relationship between the parties and does not establish a joint venture or partnership between the parties. Contractor does not have the authority to bind NeighborImpact or represent to any person that Contractor is an agent of NeighborImpact.

14. Equal Employment Opportunity: Contractor shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, and Department of Labor."

15. Hold Harmless Provision: To the maximum extent allowed by law, Contractor shall indemnify, defend and hold harmless NeighborImpact and its officers, agents, and employees, for, from and against all claims, law suits, liabilities, damages, expenses (including reasonable attorney fees) and judgments of whatever nature resulting from or arising:

(a) out of the activities or omissions of the Contractor or its subcontractors, agents, or employees under this Contract or under applicable law; and/or

(b) Contractor's breach any representation, warranty, covenant or other obligation under this Contract. To the extent prohibited by law, his provision shall not require the Contractor to defend or indemnify NeighborImpact against damages arising out of death or bodily injury to persons or damage to property caused in whole or in part by the negligence NeighborImpact.

16. Assurances: The Contractor represents, covenants and warrants that:

(a) no funds received pursuant to this Contract will be used in any way to influence legislation or in any political campaign on behalf of (or in opposition to) any candidate for public office;

(b) no person shall, on the grounds of race, color, religion, sexual orientation, gender identity, national origin, military or veteran status, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under this program or activities funded, in whole or in part, with funds available by this Contract; and

(c) no discrimination be made on the basis of age under the Age Discrimination Act of 1975 or with respect to and otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973.

17. Debarment and Suspension Certification (Executive Orders 12549 and 12689): The Contractor warrants and certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Contract by any Federal department or agency. Contractor must be registered in the Federal System for Award Management (SAM) ([www.sam.gov](http://www.sam.gov)).

18. Drug Free Workplace: The Contractor agrees that to the extent required by Federal law, it will comply with the Drug Free Workplace Act of 1988.

19. Confidentiality: See Exhibit E Attached. Contractor shall protect the confidentiality of, all confidential, proprietary and/or trade secret information related to NeighborImpact that is received or accessed by Contractor during the term of this Contract, including but not limited to business models, client and supplier lists, financial information, know-how, ideas, programs, systems, processes, and computer software, and shall not release, use or disclose any such information except as directly related to the administration of this Contract or as authorized in writing by NeighborImpact. In addition, Contractor shall fully comply with all of the provisions of HIPAA and FERPA, and any other applicable confidentiality requirements. This provision survives termination of this Contract. Contractor further agrees that, upon NeighborImpact's request or the termination of Contractor's independent contractor relationship with NeighborImpact, Contractor will promptly return to NeighborImpact all materials furnished by NeighborImpact containing confidential and/or protected information, together with all copies and summaries of confidential information in the possession or under the control of Contractor.

20. Smoke Free Workplace: Contractor understands that tobacco use and the use of e-cigarettes

and other inhalant delivery systems, their distribution or sale by or on NeighborImpact premises, at NeighborImpact sponsored events (on or off premises), or in NeighborImpact owned, rented or leased vehicles, is prohibited.

21. License and Certification: Contractor represents and warrants that it has and will maintain all of the licenses, permits, registrations and other governmental authorizations required to conduct Contractor's business and perform the Services.

22. Termination: This Contract may be terminated as follows:  
(a) Upon completion of the Services to NeighborImpact's satisfaction;  
(b) By written mutual consent of the parties;  
(c) With cause by NeighborImpact upon written notice to the Contractor specifying the termination date of the contract; and

The right to terminate for cause may be exercised for any reasonable cause as determined by NeighborImpact in its sole discretion, including but not limited to: insufficient Agency funding; loss or reduction of Agency federal, state and/or local funding; new or modified federal or state laws, regulations, or guidelines; denial, revocation, or other loss or invalidation of any license or certificate required to be held by Contractor; Contractor's violation or breach of this contract; failure to perform the scope of Services set forth in Exhibit A.

In such event, all finished or unfinished work product under this Agreement shall become the property of NeighborImpact, and Contractor shall be entitled to receive compensation for any work completed to NeighborImpact's satisfaction.

Notwithstanding the above, Contractor shall not be relieved of liability to NeighborImpact for damages sustained by it by virtue of the breach by Contractor, and NeighborImpact may withhold any payments to Contractor for the purpose of set-off until such time as the exact amount of damages due NeighborImpact from Contractor is determined. NeighborImpact also retains any and all other remedies available to it at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently; or

(d) Without cause of NeighborImpact. NeighborImpact may terminate this contract at any time by giving at least ten (10) days' notice in writing to Contractor. In such event, Contractor shall be paid for the Services provided up to the termination date.

23. No Assignment: Contractor may not assign any of Contractor's rights or obligations under this Agreement to any person or entity without the prior written consent of NeighborImpact, which NeighborImpact may withhold in its sole discretion.

24. Governing Law: This Contract is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Contract.

25. Venue: Any action or proceeding arising out of this Contract will be litigated in courts located in Deschutes County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Deschutes County, Oregon.

26. Waiver: No waiver will be binding on a party unless it is in writing and signed by the party making the waiver. A party's waiver of a breach of a provision of this Contract will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision

27. Severability: If a provision of this Contract is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Contract will not be impaired.

28. Survival and Exhibits: All provisions of this Contract that would reasonably be expected to survive the termination of this Contract will do so. The parties will sign other documents and take other actions reasonably necessary to further effect and evidence this Agreement. Any exhibits, schedules, and other attachments referenced in this Contract are part of this Contract.

29. Attorney's Fees: If any arbitration or litigation is instituted to interpret, enforce, or rescind this Contract, including but not limited to any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's reasonable attorney's fees and other fees, costs, and expenses of every kind, including but not limited to the costs and disbursements specified in ORCP 68 A(2), incurred in connection with the arbitration, the litigation, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court.

30. Conflict of Interest and Nepotism: No employee, officer or agent of NeighborImpact, or any affiliate or subsidiary of NeighborImpact, has any interest, direct or indirect, in this Agreement, or the proceeds thereof, for work to be performed. Contractor shall cause to be incorporated in all subcontracts equivalent language prohibiting conflicts of interest. No employee, officer or agent of NeighborImpact has participated in the selection of or in the award or administration of this contract if a conflict of interest, real or apparent, was involved. Persons covered under this section include any person who is:

- (a) an employee, agent, consultant, officer or elected or appointed official of NeighborImpact;
- (b) any member of his/her immediate family;
- (c) his or her partner; or
- (d) an organization which employs or is about to employ any of the above, has a financial or other interest in the firm selected for award.

No persons described in (a) through (d) above who exercise or have exercised any functions or responsibilities with respect to this Agreement, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, has a financial interest in this contract either for themselves or those with whom they have business or family ties, during their tenure or for a period of one (1) year thereafter.

Immediate family members include spouse/domestic partner, parent, sibling, and child, a spouse/domestic partner's parent, sibling or child, a sibling's spouse, the spouse of siblings of a spouse/domestic partner, and persons for whom a family member has a legal support obligation. A conflict of interest may also exist if any of these persons or their family members has more than a 35% of the voting power in a corporation and/or limited liability company, partnerships in which

he/she owns more than 35% of the profits and trusts or estates in which he/she owns more than 35% of the beneficial interest with such entities seeking to do business with NeighborImpact.

31. Fraud and Abuse: Contractor warrants and certifies that it has not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State or local) transaction or contract related to 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.

32. Project Intent: Contractor hereby acknowledges that NeighborImpact provides qualified persons to assist with energy conservation issues (weatherization) on their properties. NeighborImpact has a duty to use weatherization funds in accordance with certain federal and state grant policies, and as such Contractor is obligated to act in accordance with such policies.

33. General Work Requirements:

a) Code Requirements

All work performed under this contract and the individual project contract shall be in full compliance with the current Oregon Uniform Building, Plumbing, Mechanical, and Electrical Specialty Safety Code, and any subsequent amendments or modifications, as applicable to providers licensed in the State of Oregon.

b) Permit Requirements

Contractor shall be responsible for obtaining any permits required for construction and shall provide NeighborImpact with copies of all permits obtained. Permit and inspection documentation are to be provided with the project invoice.

c) Lead Safe Work Practices

Contractor shall be responsible for complying with all lead-based paint renovation, repair and painting (LRRP) requirements if lead based paint will be disturbed. These requirements include having a certified renovator on staff and obtaining their Lead-Based Paint Renovation Contractor License through the Construction Contractors Board (CCB). Copies of the certified renovators' certificate(s) and the lead based paint renovation Contractors' license must be provided to NeighborImpact prior to the signing of a contract (if lead based paint will be disturbed). In addition, if lead based paint will be disturbed all workers performing work on pre-1978 housing must be trained in lead safe weatherization (LSW) and documentation of LSW training of each worker must be provided to NeighborImpact prior to signing a contract.

d) Debris Removal & Use of Premises

Contractor shall be responsible for removing all debris generated as a result of work performed either by himself/herself or his/her subcontractors. Disposal of such materials shall be made in accordance with all environmental laws, ordinances, rules or regulations. Contractor shall confine his/her apparatus, the storage of materials, and the operations of his/her work to those limits indicated by law, ordinances, permits, or directions of

NeighborImpact. Contractor shall not unreasonably burden the premises with his/her materials or with construction debris.

e) Guarantee

All materials provided shall have a twenty (20) year life expectancy or greater when possible. All work and materials shall be guaranteed by Contractor for one (1) year from the date of final inspection by NeighborImpact staff. This guarantee includes the repair and replacement of defective measures resulting from improper installation or material defect.

f) Other

Contractor shall take all necessary actions to comply with Oregon's employment laws by contributing to the worker's compensation, unemployment compensation and state industrial accident funds, as well as any other actions required by the State of Oregon or any municipality thereof.

When performing work under an individual project contract, Contractor shall furnish all materials required during construction, perform all work, obtain and pay for all necessary permits and licenses, and comply with all of the terms and conditions of this contract and the individual project work order. If Contractor performs work contrary to such laws, ordinances, rules or regulations, he/she shall bear any cost which may be incurred and which may be necessary to bring the work into compliance with such laws, ordinances, rules or regulations.

Prior to accepting an individual project work order, Contractor should make himself/herself familiar with the work site, the job measures required, and any difficulties that may arise during performance of construction. Failure of Contractor to take such steps shall not relieve Contractor from his/her duty to perform under this contract or under the individual project work order.

If any work is required by any authority to be specially tested or approved, Contractor shall provide NeighborImpact with any certificates of inspection that may be issued by such authority.

g) Insurance and CCB License: Contractor shall maintain at all times and at its sole expense as part of its services insurance coverage for commercial general liability, automobile liability, and workers' compensation as specified in Exhibit B.

Proof of insurance shall be provided prior to the starting of the contract performance. Proof will be on an ACORD Certificate of Liability Insurance, which the Contractor shall provide to NeighborImpact. Each certificate will show the coverage, deductible, policy period and amount of coverage. Contractor must notify NeighborImpact immediately if coverage is suspended, voided, canceled or reduced. It is the Contractor's responsibility to provide evidence of continuing coverage during the contract. Cancellation of a policy is grounds for termination of the contract. All policies must have a Best's Rating of A-VII or better.



Any coverage provided shall, if issued on a claims-made basis, be maintained for not less than three (3) years following the date of termination of Contractor's duties under this Agreement. Any coverage provided on an occurrence basis shall be in effect from the date of this Agreement through the date of termination.

Contractor shall not cancel any policy without 30 days' prior written notice to NeighborImpact. Upon receipt of any notice of cancellation or alteration, Contractor shall within seven (7) days procure other policies of insurance, similar in all material respects to the policy or policies about to be affected.

Contractor affirms that he/she is currently registered with the State of Oregon Construction Contractors Board (CCB) as a Residential General Contractor or Specialty Contractor, and will remain so registered while working on any project for NeighborImpact. Contractor further affirms that any subcontractors hired by Contractor shall also be so registered and licensed by the Oregon CCB. Any changes, suspensions, revocations, or modifications to Contractor's CCB license must be reported to NeighborImpact within ten (10) business days.

- h) Waiver of Subrogation: Contractor shall not subrogate claims within prior consent of NeighborImpact.
- i) Lead Based Paint: The use of lead-based paint for any portion of any project performed for NeighborImpact is prohibited. Lead-safe work practices shall be used when lead paint is likely to exist.
- j) Distribution of Work: NeighborImpact shall assign work orders to Contractor for each project. All work must be authorized in advance in writing by NeighborImpact staff.
- k) Performance: Specialty contractors are expected to complete a job within 3 days (for emergency situations) or up to 60 days (for standard jobs) from the work order issue date, meaning all work is done and an inspection has been requested. If a job fails inspection, the Contractor is expected to make corrections and call for re-inspection within 5 business days. Before a job is considered closed, contractor must submit all required documentation, including but not limited to, copies of permits and an itemized final invoice.

Failure of Contractor to complete the work under any individual project work order within the time specified above, or within any extended deadline as approved by NeighborImpact, may result in a penalty of three percent (3%) per month of the original contract amount specified in the individual project work order, in addition to any other remedies as may be provided.

If Contractor's performance is delayed by any act of neglect of grant recipient, by any other Contractor employed by NeighborImpact, by changes ordered in the work, by labor

disputes, fire, unavoidable casualties, or any other extenuating circumstances beyond Contractor's control, NeighborImpact may authorize, upon timely written request by Contractor, an extension of time for completion of work.

If NeighborImpact decides it is impractical to correct work which is unacceptable or not done in accordance with the individual project work order, an equitable deduction from the individual project price shall be determined and deducted by NeighborImpact.

- l) Change Order Procedure: If Contractor finds it necessary to install measures that differ from the work order provided by NeighborImpact, the Contractor can request a change order. Contractor contacts the NeighborImpact Weatherization Project Specialist to discuss the change. The Weatherization Project Specialist gives approval/denial via email. Contractor provides a change order to NeighborImpact. When work is complete, Contractor provides the invoice to NeighborImpact, including the approved change order and all required documentation. All work done under change orders will be reviewed during the inspection process.
  
- m) Payments: In-progress payments are not authorized under the conditions of this contract. NeighborImpact reserves the right to refuse payment for work that is not in conformity with the individual project, state/federal requirements and/or this contract. If Contractor fails to correct defective work, or persistently fails to complete work in accordance with this contract or the individual project, NeighborImpact reserves the right to refuse to make any further payments until such problems have been corrected.

Payments may be withheld for the following reasons:

- i. Unsatisfactory work progress;
- ii. Defective installation work, materials or products not remedied by Contractor;
- iii. Disputed work, materials or products not to exceed 150 percent of the amount in dispute;
- iv. Claims filed, or reasonable evidence indicating probable filing of claims, against Contractor for work performed;
- v. Third party claims filed or reasonable evidence that such a claim will be filed;
- vi. Failure of Contractor or a subcontractor to make timely payments to subcontractors and material supplies for labor, equipment, materials and products;
- vii. Damage to owner;
- viii. A reasonable doubt by NeighborImpact that the project can be completed for the balance then unpaid;
- ix. Failure of Contractor to complete work within the required time limits; or
- x. Any other breach by Contractor.

All invoices and required documentation (change orders, required permits) must be received by NeighborImpact within 15 business days of work completion.

If all required inspections indicate that the work has been satisfactorily completed in

accordance with the individual project work order and federal/state requirements, Contractor shall be authorized to submit an invoice for the entire balance owed on the completed work order. Prior to such invoice being paid, however, Contractor must satisfy all other requirements indicated in this contract and the individual project work order.

- n) Final Inspection: Upon receipt of a completed invoice, NeighborImpact will schedule and complete a final inspection. Contractor shall also make arrangements for any other required inspections (i.e. city, county, state) to be completed. Contractor shall provide to NeighborImpact copies of all required permits and inspections with the invoice.

Thereafter, if NeighborImpact finds that the work has been satisfactorily completed in accordance with the individual project work order, the entire balance owed on the completed work order shall become due to the Contractor.

Failed Inspections: All projects require final inspections to ensure proper and complete work. Minor failures identified by NeighborImpact may not necessarily result in withholding of payment. Minor failures shall be defined as measure installations which will not effect the durability of the materials. However, Contractor is required to make noted corrections. Corrections must be completed within ten (10) days of inspection. Major failures identified by NeighborImpact will result in written notification to Contractor within 5 business days of inspection. A major failure is any work or installation of materials that risks health and safety, is out of compliance with Oregon Building codes, the laws of the State of Oregon, or the current Weatherization Specifications for the State of Oregon Weatherization Assistance Program. The current Weatherization Specifications are found at: <https://www.oregon.gov/ohcs/pdfs/OR%20WAP%20Field%20Guide%20Updated%20SWS.2018.04.17.18.pdf>. NeighborImpact shall withhold payment as a result of a major failure. Contractor has fifteen (15) days to remedy the major failure. If the re-inspection results in an additional failure, NeighborImpact may assess a \$150 re-inspection fee to be deducted from Contractor's invoice. Contractor may be notified in writing that he/she may be on probation if Contractor incurs two (2) major failures within the contract period. If Contractor incurs three (3) major failures in the contract period, Contractor may be notified in writing that Contractor is suspended and will not be issued work for the remainder of the contract period. Contractor may request "in-progress" inspections at any time to avoid failure/suspension.

- o) Agreement to Discontinue Work: If it is agreed that Contractor shall be relieved from his/her obligations under the individual project, or if work is stopped for any other reason not within the control or due to the fault of Contractor, NeighborImpact shall determine the amount of work correctly completed at such point. Contractor may submit an invoice for such work, but shall not be paid for any work which may create a detriment to proper completion of the project by another Contractor.
- p) Subcontractors: Contractor agrees that he/she is fully responsible for the acts and/or omissions of his/her subcontractors and of persons either directly or indirectly employed by Contractor or his/her subcontractors. All subcontractors, by and through Contractor, shall be bound under this contract and the individual project work order. Contractor is

ultimately responsible to make all payments to subcontractors.

- q) Issuance of Lien Waiver: Contractor shall, prior to receipt of payment, agree to waive his/her right to place a lien on the individually contracted property for the amount of the payment. Contractor shall also require all subcontractors to waive any right to place a lien against such property and shall, upon NeighborImpact's request, submit proof of such waiver to NeighborImpact prior to receipt of final payment.

If a subcontractor refuses to furnish such waiver, Contractor may furnish a bond in an amount sufficient to indemnify grant recipient (or owner of the property) against any lien. If any liens are imposed upon, or remain upon, property after final payment, Contractor shall pay grant recipient (or owner of property) a sum sufficient to pay for the removal of such lien, including any costs and attorney's fees.

- r) Contractor's Warranty: Contractor shall issue to grant recipient (or owner of the individually contracted property), or shall be bound under this contract to honor, a warranty that all work performed under the individual project work order shall be free from defects in workmanship or material for a period of one (1) year from the date of final inspection by NeighborImpact. Such warranty does not apply to those items that become deficient after the work is completed due to abuse or neglect on the part of occupants of the property. Contractor shall also furnish to grant recipient (or owner of property) copies of all guarantees and warranties by manufacturers and/or suppliers that cover any materials or equipment furnished under the individual project contract.

Contractor hereby warrants that all materials shall be new. Contractor warrants workmanship and materials to be of good quality. Contractor agrees to provide proof, if requested, that materials are of good kind and quality.

IN WITNESS WHEREOF, **NeighborImpact** and **Name** have executed this Contract **DATE**.

NeighborImpact  
2303 SW First St  
Redmond, OR 97756

Name  
street address  
city state zip  
Phone:

\_\_\_\_\_  
Scott Cooper; Executive Director

\_\_\_\_\_  
Name, Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**EXHIBIT A – RFQ RESPONSE**

## **EXHIBIT B - INSURANCE PROVISIONS**

Contractor shall maintain at all times and at its sole expense as part of its services insurance coverage for commercial general liability, automobile liability, and workers' compensation as follows:

a) Commercial General Liability Insurance

The Contractor must have Commercial General Liability insurance for a minimum of \$1,000,000 per occurrence and \$2,000,000 annual aggregate. It shall include contractual liability coverage for the indemnity provided under this contract, and shall provide that NeighborImpact, its officers and employees are Additional Insured's but only with respect to the Contractor's services to be provided under this contract.

b) Automobile Insurance

Liability insurance covering bodily injury and property damage shall be provided by the Contractor through a commercial automobile insurance policy. The policy shall cover all owned and non-owned vehicles. Such insurance shall have minimum limits of \$1,000,000 per occurrence, combined single limit for bodily injury liability and property damage liability with a \$2,000,000 annual aggregate limit.

c) Worker's Compensation Insurance

The Contractor shall hold Workmen's Compensation Insurance in the amount of \$1,000,000 or more.

## EXHIBIT C – Federal Assurances; Terms and Conditions

### The following provisions must be followed as applicable:

- 1. Nondiscrimination:** The Contractor certifies that it and all subcontractors will comply with (a) Title VI, VII, and VIII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (f) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (g) Title VI of the Civil Rights Act of 1964 (P.L. 88- 352) which prohibits discrimination on the basis of race, color or national origin; 42 USC 2000d, (h) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex, (i) 20 U.S.C. §1681, (j) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse, (k) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism, (l) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records, (m) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made, (n) the requirements of any other nondiscrimination statute(s) which may apply to Grant award, (o) all regulations and administrative rules established pursuant to the foregoing laws, (p) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (q) all federal law governing operation of Community Services programs. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to this Agreement and required by law to be so incorporated. No federal funds may be used to provide Services in violation of 42 U.S.C §14402.
- 2. Copeland "Anti-Kickback" Act (40 U.S.C. 3145):** The Contractor agrees to comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations 29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States." This Act provides that each contractor or sub-recipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. NeighborImpact will report all suspected or reported violations to the Federal awarding agency.
- 3. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708):** The Contractor agrees to comply with 40 U.S.C. 3702 and 3704 of the Contract Works Hours and Safety Standards Act, as supplemented by Department of Labor regulations (29 CFR part 5). Under 40 U.S.C. 3702 of the Act, Contractor is required to compute wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than

one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- 4. Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended:** The Contractor and all subcontractors agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 1857 et seq., 7401-7671q), the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387), Section 508 of the Clean Water Act (33 USC 1368) and Executive Order 11738. Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 5. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352):** Contractor shall provide NeighborImpact with a certification that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractors shall obtain the same certification from its subcontractors, which it shall provide to NeighborImpact. Contractor and its subcontractors shall also disclose to NeighborImpact any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- 6. Compliance with Solid Waste Disposal Act.** Contractor will comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of this Act include procuring items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 7. Energy Efficiency:** Contractor shall comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act-42 U.S.C. 6201 et. Seq.(Pub. L. 94-163).
- 8. Pro-Children Act:** Contractor shall comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. Seq.).



#### **EXHIBIT D: CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) 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 of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned 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.

(d) 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.

(e) No part of any federal funds paid to the Contractor under this Agreement shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.

(f) No part of any federal funds paid to Contractor under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

(g) The prohibitions in Subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

(h) No part of any federal funds paid to Contractor under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under Section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

As the duly authorized representative of the Contractor, I hereby certify that the Contractor will comply with the above certification.

Contractor Name: \_\_\_\_\_

Representative Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

## **EXHIBIT E - CONFIDENTIALITY POLICY & PROCEDURE**

### **Policy:**

All client records are confidential material and will not be shared with outside agencies or individuals without consent. Exceptions to this policy are records that require disclosure as required by mandatory child abuse and neglect reporting laws; subpoenas issued by a court of competent jurisdiction and any case in which the federal, state or local laws requires disclosure. To the extent this policy conflicts with applicable law, the applicable law controls.

Maintaining this confidentiality is important to the success of the NeighborImpact's mission, our reputation in the community, and the privacy of the individuals and families we serve. Employees are required to protect this information by safeguarding it when in use, filing it properly when not in use, and discussing it only with those who have a legitimate need to know.

### **Procedure:**

#### **Confidentiality of Information**

- A. The fact that a family/individual/household or child is being served by NeighborImpact is confidential information. Each employee is responsible for assuring the confidentiality and security of information received and of the material contained in each client's file.
- B. Records and information may be shared with appropriate employees on a defensible legitimate need to know basis. Any discussions of a confidential nature will be conducted in a private area. The internal Authorization to Release Information form must be used for shared case managed clients (i.e., across more than one program).
- C. All client records are confidential and are kept in locked file cabinets. Client records and other client information stored on computers, laptops, cell phones, removable electronic media, electronic communication devices, internal servers, internet based storage, and cloud storage must be kept secure with password protection. Removable media that cannot be secured must not contain confidential client information.
- D. All records shall be open to any and all federal, state and sub-grantee auditors and/or examiners in the course of their regular audits.
- E. Information about a family or child may not be released to a lawyer or law enforcement personnel unless a subpoena directs employee(s) to provide this information. A copy of all such subpoenas is submitted to the NeighborImpact Executive Director.

#### **Release of Child and Family Information**

Information may be released in the following situations:

- A. Information that has been requested through a subpoena.

- B. If a mandatory reporter suspects child abuse, he/she is required to make a report as soon as possible. Information that will be asked for when making a report includes: the names and addresses of the child and parent; the child's age; the type and extent of abuse, as well as any previous evidence of abuse; the explanation given for the abuse; and any other information which will help establish the cause of abuse or identify the abuser. Please refer to program policies as applicable.
- C. An employee may release specific information about a client only with written permission from the client or parent/legal guardian for a child under 18. An Authorization to Release Information form must be signed by the client or legal guardian before information is released. A client may not verbally authorize the release of information to a third party. Employees must verify the identity of a third party before releasing information to them.
- D. All information concerning a file must be requested in writing including the signature of the individual/parent requesting the information. Copies of the information will then be sent by mail or by encrypted email; the information will not be given out over the phone. Any abuse, substance or drug allegation documented on an incident report must be taken out of the file before the client views it. Employees must be aware that when giving authorized access to a child's file by a non-custodial parent, only the child's information may be released. Adult/family information on the parent/foster parent and/or custodial parent must be removed before the file is copied or viewed.
- E. Except for internal databases, confidential or protected Client information will not be entered into OPUS or any client and data management programmatic software without a client's consent. A privacy notice will be provided to the client.
- F. It is the responsibility of the parent who has sole custody to provide to employee(s) a copy of any court order that curtails the rights of the non-custodial parent; this copy shall be provided when the child is first enrolled or at any other time such a court order is issued.

**DECLARATION OF CONFIDENTIALITY**

I have read and understand the foregoing confidentiality policy and procedures of NeighborImpact and understand that violation of this policy may result in termination of employment or volunteer services, or in the case of independent contractors, contract termination.

Contractor Name: \_\_\_\_\_

Representative Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_