
Form 4. Insurance Requirements

In addition to the applicable provisions under the Additional Contract Terms section below, the following insurance requirements also apply:

1. Sub-Recipient will procure and maintain, until all of Sub-Recipient's obligations are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work here under by the sub recipient, Sub-Recipients's agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Sub-Recipient and in no way limit the indemnity covenants contained in this Contract. ORG in no way warrants that the minimum limits contained herein are sufficient to protect Sub-Recipient from liabilities that might arise out of the performance of the work under this Agreement by the Sub-Recipient, its agents, representatives, employees or subcontractors, and Sub-Recipient is free to purchase additional insurance.

3. Sub-Recipient will provide:
 - a. **Field Service Sub-Recipient** conducting field work will provide:
 - i. Certificate of Insurance for Commercial General Liability Insurance with minimum coverage as indicated below.
 - ii. Additional Insured Endorsement with:
 1. Reference to the policy number and the insured as they appear on the certificate.
 2. Reference to the additional covered party as "ORG, its members, subsidiaries, directors & officers, agents, and employees individually and collectively"
 - iii. Certificate holder should be listed on certificate as:
ORG, Address, City, MN 55112
 - iv. The following Minimum Coverage levels are required for the following types of work.
 - hand tools only
\$500,000 per occurrence / \$1,000,000 aggregate
 - power tools or heavy equipment
\$1,000,000 per occurrence / \$2,000,000 aggregate
4. If Sub-Recipient receives a cancellation notice from an insurance carrier providing coverage for activities in this agreement, Sub-Recipient agrees to notify ORG within 5 business days by providing a copy of the cancellation document, unless Sub-Recipient's policy(s) contain a provision stating that coverage will not be cancelled without at least 30 days advance written notice to ORG.
5. Sub-Recipient will provide a certified copy of the insurance policy(s) at ORG's request.
6. The failure of ORG to collect the certificate of insurance for the policies required will not constitute a waiver of the insurance requirements by ORG.
7. Failure of Sub-Recipient to carry adequate insurance will not relieve Contractor of their liability or duty to indemnify ORG.

CONTRACT TERMS

1. Confidentiality.

During the period of performance Sub-Recipient may have access to private or confidential information owned or controlled by ORG. This information may include records, processes and specifications owned / licensed or used by ORG in connection with the operation of its business including, without limitation, processes, procedures, policies, methods, lists (of members, donors, chapters, customers, etc.) (Collectively, "ORG Information"). Sub-Recipient and its agents and employees will:

- a. Use a reasonable degree of care to keep confidential all ORG Information (using no less than the same degree of care which the Sub-Recipient uses to protect its own proprietary and confidential information); and,
- b. Obtain ORG's prior written approval before copying, publishing or disclosing any ORG Information to others, and will not authorize anyone else to copy, publish or disclose it to others, without ORG's prior written approval; and,
- c. Apply this standard to any marketing materials, press releases or disclosures to other media outlets; and,
- d. Only make use of ORG Information for the purpose of performing Sub-Recipient's obligations under this Agreement; and,
- e. Agree to return any ORG Information to ORG whenever requested.

2. Data Practices.

The Sub-Recipient agrees to comply with the Minnesota Government Data Practices Act (the "Act") and all other applicable state and federal laws relating to government data. The requirements of Minnesota Statutes, Section 13.05, subdivision 11, apply to companies or individuals who perform a government function. The Sub-Recipient and any of Sub-Recipient's sub-consultants or sub-contractors retained to provide services under this Award shall comply with the Act and be subject to penalty for non-compliance as though they were a governmental entity. The Sub-Recipient shall immediately report to CAP-HC any requests from third parties for information relating to this Award. CAP-HC agrees to promptly respond to inquiries from the Sub-Recipient concerning data requests. The Sub-Recipient agrees to hold CAP-HC, its officers and employees harmless from any claims resulting from the Sub-Recipient's unlawful disclosure or use of data protected under state and federal laws, regardless of the limits of insurance coverage.

3. No Minimum Quantity.

An award under this solicitation in no way obligates ORG, Inc. to purchase any minimum quantity. Where job sheets or task orders are used, each job sheet / task order will stand on its own insofar as it obligates ORG, Inc.

4. Evaluation & Selection.

- a. ORG will select a Sub-Recipient whose offer is most advantageous to ORG, Inc., determined at its sole discretion.
- b. ORG reserves the right to reject any and all offers for any reason whatsoever in ORG's sole discretion; to waive immaterial project requirements; and to pursue purchasing in a manner that is in the best interests of ORG.

- c. ORG intends to evaluate quotes and award the Sub-Recipient (s) without discussions with Sub-Recipient (except for clarification purposes). Therefore, the Sub-Recipient's initial quote should contain the Sub-Recipient's best terms from a cost / price and technical standpoint.
- d. Unsuccessful vendors under this opportunity may submit a written request for information as to the winning bid and successful vendor. Information provided will pertain only to this opportunity.

5. Payments.

Invoices and any supporting documentation should be submitted to the Project Manager. Payment will be made to Sub-Recipient only after receipt of an approved, itemized invoice and any other documentation required under the Scope of Work and Services.

- a. Eligibility. Eligible expenses include those allowable expenses, incurred during the performance period, which are consistent with the Scope of Work and Services.
- b. Frequency. Payment will be processed no more frequently than monthly. Sub-Recipient should submit all invoices to the Project Manager. Once ORG Inc. receives an approved invoice from the Project Manager, payments will generally issue within 45 days.
- c. Documentation. Invoices must be itemized and include a brief description of services provided including the number of acres and the type of treatment, if any.

- 6. Preliminary Requirements.** Successful Sub-Recipient will submit the following to ORG within 30 days of receipt of the award notice letter:
- i. DUNS Number,
 - ii. SAM Registry,
 - iii. Completed and signed Form W9,
 - iv. Audited financial statements & Single Audit audit report (nonprofit organizations only).

Please note that payments cannot issue until this documentation is provided.

7. Standard Compliance Terms Attachment.

The Parties agree that compliance with the Standard Compliance Terms attachment are incorporated by reference as part of this agreement, is binding on the parties. The contract will become null and void if a) Sub-Recipient is unable to comply with or show proof of compliance with the Standard Terms after the execution of the Agreement; or b) if Sub-Recipient becomes non-compliant during the period of performance and is unable to cure within a reasonable time.

Note: If attachment is missing contact the contract officer or project manager listed above.

8. Performance of Work & Services.

- a. Both parties agree that Sub-Recipient has full control over the manner and means through which services will be performed, subject to meeting the standards

required by ORG and any agency partners, as defined in the attached Scope of Work and Services.

- b. Sub-Recipient warrants that no other agreement is violated by performing these services.
- c. Sub-Recipient agrees that work not meeting the standards required by ORG will be corrected.
- d. Sub-Recipient warrants that no laws will be violated in performing any services.
- e. Sub-Recipient guarantees that s/he is competent to carry out the services which s/he has undertaken in this contract. Any material misrepresentation shall lead to immediate termination of this agreement.

9. Independent Subcontractor.

This Agreement shall not render the Subcontractor an employee, partner, agent of, or joint venturer with ORG or the affiliated agency(s) for any purpose. The Subcontractor is and will remain an independent Subcontractor in relationship to ORG or the affiliated agency(s). ORG will not be responsible for withholding taxes with respect to the Subcontractor's compensation hereunder. The Subcontractor will have no claim against ORG or the affiliated agency(s) hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

- a. Insurance. Subcontractor will carry any required liability insurance relative to any work or service performed for ORG and will not be eligible for claims on ORG's insurance policies.
- b. Tools & Equipment. The Subcontractor shall supply all equipment or tools or instruments needed to perform the services under this agreement except as occasionally required.
- c. Non-exclusivity. The Subcontractor's relationship to ORG is non-exclusive and Subcontractor is free to engage in other work for other entities.
- d. Assistants. If the Subcontractor employs assistants to perform the services described above, all provisions in this Agreement including but not limited to indemnification shall be binding upon all assistants of the Subcontractor. Any payments to assistants of the Subcontractor to perform the services under this agreement must be paid by the Subcontractor. ORG agrees that all directives or instructions to assistants will be communicated through the Subcontractor.
- e. No Agency. Subcontractor (including its officers, directors, employees and volunteers, if any) shall not hold itself out as agent, representative or employee of ORG under any circumstance.

10. Copyrights & Intellectual Property. The parties expressly agree that any work commissioned by ORG which creates tangible or intangible property as a result of this Agreement is a work made for hire and that all copyrights vest in ORG. The parties expressly agree that all ideas, know-how, data (including study results), and other intellectual property generated by ORG or commissioned by ORG through this Agreement will be the sole and exclusive property of ORG. Inventor ship will be determined in accordance with U.S. Patent laws.

11. Indemnification. Sub-Recipient shall indemnify, defend and hold harmless ORG (including its officers, directors, employees and volunteers) against any demands,

claims, damages to persons or property, losses and liabilities including reasonable attorneys' fees (collectively "Claims") arising out of or caused by Sub-Recipient's (including its officers, directors, employees and volunteers acting on its behalf) acts or omissions in the execution, performance or failure to adequately perform Sub-Recipient's obligations under this Agreement. Sub-Recipient shall not have waived or be deemed to have waived, by reason of this paragraph, any defense which it may have with respect to such Claims.

12. Liability. To the extent provided by law, each Party shall be liable for its own acts (including the acts of its officers, directors, employees and volunteers – if any – acting on behalf of the Party). In the event of any Claims arising out of the negligence of both the Sub-Recipient and ORG, each party shall be responsible (including reasonable attorney's fees and costs) based upon its proportionate share of negligence.

STANDARD COMPLIANCE TERMS ATTACHMENT

I. ACCOUNTS, AUDITS AND RECORDS

- (a) **Records Maintenance.** Sub-Recipient agrees to maintain books, records, documents and other evidence pertaining to all costs and expenses incurred and revenues acquired under this Agreement to the extent and such detail as will properly reflect all costs and expenses for which reimbursement is claimed. These records will be maintained for a minimum period of three years after the final report is submitted.
- (b) **Inspection.** The books and accounts, documents, files and other records of Sub-Recipient directly pertaining to this Agreement, will at all times be available for examination, excerpt, transcription or audit by ORG and/or the United States Government and its authorized representatives to determine the proper application and use of all funds paid to Sub-Recipient.
- (c) **Disallowance.** Sub-Recipient shall be responsible for reimbursing ORG or the U.S. Government for a sum of money equivalent to the amount of any expenditure that may be disallowed related to the work or service Sub-Recipient has performed.
- (d) **Administrative Requirements.** The administration requirements cited in OMB Circulars and Federal Acquisition Regulations, as applicable, are incorporated by reference herein.

II. REQUIRED ASSURANCES & CERTIFICATIONS

If the firm is unable to comply with or show proof of compliance with the following provisions within 30 days of the award and throughout the duration of the award, then the contract with Sub-Recipient will become null and void. Sub-Recipient may cure within a reasonable time by demonstrating compliance.

- (a) **Debarment and Suspension.** Sub-Recipient certifies to the best of its knowledge and belief that it is not presently debarred, suspended, or proposed for debarment or declared ineligible for participation in Federal grants or contracts, in accordance with OMB guidelines. The Sub-Recipient also agrees to include the above requirements in any and all subcontracts into which it enters. The Sub-Recipient shall immediately notify the Contracting Officer if, during the term of this contract, Sub-Recipient becomes debarred. ORG, Inc. may immediately terminate this contract by providing Sub-Recipient written notice if Sub-Recipient becomes debarred during the term of this contract.

- (b) Certification of Drug-Free Workplace. Sub-Recipient certifies that it has implemented appropriate policy in accordance with the Drug-Free Workplace Act of 1988.
- (c) Certification of Equal Employment Opportunity. Sub-Recipient certifies that it has implemented appropriate policy in accordance with State and Federal equal opportunity employment laws.
- (d) Copeland "Anti-Kickback" Act. For contracts in excess of \$2000 for construction or repair of public work, Sub-Recipient certifies compliance with the Copeland Act.
- (e) Certification Regarding Lobbying. Sub-Recipient certifies to the best of its knowledge and belief that no federal funds have been paid or will be paid, by or on behalf of or, to any person for influencing or attempting to influence a federal officer or employee of any agency in connection with the awarding of any Federal Award.
- (f) Clean Air Act and Water Pollution Control Act
If the contract exceeds \$100,000, then Sub-Recipient agrees to comply with all applicable standards, orders and regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).
- (g) E-VERIFY. Sub-Recipient hereby certifies that it has used E-VERIFY to verify the employment eligibility of **all** employees working for Sub-Recipient. Individuals who are self-employed are exempt from E-Verify but must comply with related State statutes or regulations. Sub-Recipient understands and agrees that lawful presence in the United States is required by State and Federal law for employment under this Agreement and the Sub-Recipient may be disqualified or the contract terminated if lawful presence cannot be verified.
- (h) FFATA Compliance. Sub-Recipient agrees to comply with all FFATA requirements and to provide any information needed by ORG to comply with reporting requirements under FFATA within 15 days of the contract award.
 - i. Sub-Recipient hereby agrees to provide a written statement to ORG showing the total compensation of its top five executives within 15 days of the contract award;
OR,
 - ii. Sub-Recipient hereby certifies that executive compensation information is already available through reporting to the SEC; **OR**
 - iii. Sub-Recipient hereby certifies that it receives *less than 80%* of its annual gross revenues from the Federal government *and* those revenues are *less than* \$25 million annually.
- (i) 2 CFR part 215.48 and Appendix A. As applicable, Sub-Recipient will comply with all other applicable terms required by 2 CFR part 215.48 and Appendix A, but not otherwise specified herein.

III. TRADEMARK. The ORG name, and all logos and websites are the exclusive property of ORG. Sub-Recipient may not use ORG trademarks or materials without the express written permission of ORG.

IV. OTHER TERMS

- (a) Entirety & Amendment. This document contains the complete agreement between the parties and supersedes any prior oral or written agreements or warranties between the Parties. No other agreement, amendment, representation or understanding will be binding

on the parties unless made in writing by mutual consent of both parties.

- (b) Default. Sub-Recipient's failure to comply with the terms and provisions of the Agreement will constitute a default. Upon default, Sub-Recipient will have a reasonable time to cure the default. ORG will have the right to seek administrative, contractual or legal remedies. Also, ORG will be entitled to recover all costs, expenses, and reasonable attorney's fees in obtaining specific performance or any other remedies as allowed by law. The election of one remedy will not constitute a waiver of any other available remedies.
- (c) Severability. If any term of this Agreement is severed as invalid or unenforceable by a court of competent jurisdiction, then that term will be deemed valid to the greatest extent possible and the remainder of this Agreement will continue as valid and enforceable.
- (d) Choice of Law & Forum. The parties agree this Agreement is governed by the laws of Minnesota and applicable Federal Laws and that any dispute in which direct negotiations fail will be finally resolved in a court of competent jurisdiction in the state of Minnesota.
- (e) Assignability. This Agreement may not be assigned without the written consent of ORG. If the Agreement is assigned, all provisions of the Agreement will be binding on the successors or assigns.
- (f) Waiver. Failure to exercise, or any delay in exercising, any right or remedy provided under this agreement or by law will not constitute a waiver of that or any other right or remedy, nor will it preclude or restrict any further exercise of that or any other right or remedy.

Termination. As applicable, if at any time the underlying funding agreement is terminated, then this Agreement will also be automatically terminated as of the termination date of the underlying funding agreement. ORG may terminate this Agreement at any time by thirty (30) days written notice to Sub-Recipient of intent to terminate. If Sub-Recipient is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of ORG, is guilty of serious misconduct in connection with performance under the Agreement, or materially breaches provisions of this Agreement, then ORG at any time may terminate the engagement of the Sub-Recipient immediately and without prior written notice. If this Agreement is terminated ORG will timely pay the final invoice for satisfactory work completed prior to termination.