

**Minnesota Housing Finance Agency
Professional and Technical Services Contract
for
HOME PROGRAM INSPECTION SERVICES**

This Contract is between the Minnesota Housing Finance Agency (“MHFA”), a body corporate and politic of the State of Minnesota and Housing and _____ (“Contractor”) whose principal place of business is located _____.

RECITALS

1. Under Minn. Stat. § 462A.05, Subd. 7 the MHFA is empowered to engage such assistance and enter into contracts necessary or convenient for the exercise of its powers as the MHFA may deem necessary.
2. The MHFA is in need of individuals or entities to provide inspections of certain single family housing units to be identified by the MHFA.
3. Contractor represents that it is duly qualified and agrees to perform all services described in this Contract to the satisfaction of the MHFA.

CONTRACT

1 Term of Contract

- 1.1 **Effective date:** This Contract shall have an effective date that is the latter of the ____ day of _____, 20__ or the date on which the MHFA and Contractor have both placed their respective signatures on this Contract.

Contractor must not and agrees not to begin work under this Contract until this Contract is fully executed and Contractor has been notified in writing by the MHFA’s Authorized Representative to begin the work.

- 1.2 **Expiration date:** This Contract shall expire and no longer be of any force or affect as of the ____ day of _____, 20__ or on the date that all obligations to be performed hereunder have been satisfactorily fulfilled, whichever occurs first.

- 1.3 **Survival of Terms.** The following Section shall survive the expiration or cancellation of this Contract:

- * Section 8 - Liability;
- * Section 9 - MHFA Audits;
- * Section 10 - Government Data Practices and Intellectual Property;

- * Section 12 - Publicity and Endorsement;
- * Section 13 - Governing Law, Jurisdiction, and Venue; and
- * Section 14 - Data Disclosure.

2 Contractor's Duties

- 2.1 From time to time the MHFA intends to either directly or through another party (such as a lender or local entity that is working with the MHFA and is so identified to the Contractor) deliver written or verbal requests to Contractor that it perform an inspection of one or more single family housing units identified in such request and upon the completion of such inspection prepare and deliver an inspection report detailing the results of such inspection.

The MHFA represents and warrants to Contractor that it will not be required to perform inspections of any single family housing units that are not located within the following geographic area:

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- 2.2 Upon receipt of such requests, Contractor agrees to and will perform inspections of the identified single family housing units and complete and deliver inspection reports detailing the results of such inspection to the MHFA or such other entity as the MHFA may direct, all of which shall be completed in accordance with the provisions contained in this Contract.
- 2.3 The inspections to be performed by Contractor shall be performed in accordance and in compliance with the following requirements:
- (a). Inspections shall be performed within the time period agreed to with the MHFA or a lender or other local entity identified in 2.1, above, and the inspection report shall be provided to the entity requesting the inspection within two working days after the inspection.
 - (b). The inspection report shall be in the form attached hereto.
 - (c). Contractor shall charge only the fee described in paragraph 4, below.
 - (d). Contractor shall inspect for compliance with local housing quality standards and code requirements. Where such standards do not exist, contractor shall inspect for compliance with the Department of Housing and Urban Development's Housing Quality standards, as set forth in 24 CFR 982.401. The inspection shall identify repairs that are necessary for the property to be brought into compliance with the applicable housing quality standard.
 - (e). The inspection of properties that were built before 1978 shall include a visual assessment in accordance with the requirements of the "Visual Assessment Course" that is provided by HUD via the internet. The inspection report shall identify the location of deteriorated paint with sufficient precision so that a person may find and correct the deteriorated paint and its underlying

cause for failure. The inspection shall also identify, to the extent possible, the cause of the paint's failure.

(f). For properties built before 1978, the inspection shall also include a determination of whether the total area of painted surfaces that will be required to be disturbed to stabilize deteriorated paint or in making repairs that are necessary to bring the property into compliance with the applicable housing quality standard will exceed de minimis levels, as defined in 24 CFR 35.1350(d).

(g). Contractor shall perform one or more follow-up inspections as may be required, upon request of the entity that requested the initial inspection, and provide the same reports described in the above paragraphs.

2.4 Contractor's refusal to perform any requested inspections or to provide any inspection report after it has completed the inspection are grounds for the MHFA's termination of this Contract.

3 Time

Contractor must comply with all the time requirements described in this Contract. In the performance of this Contract, time is of the essence.

4 Consideration and Payment

4.1 **Consideration.** The MHFA will pay for all services performed by Contractor under this Contract as follows:

(A) **Compensation.** The MHFA shall pay to Contractor a lump sum amount of \$ _____ for each inspection and inspection report that Contractor performs and prepares in accordance with and that complies with the requirements for such inspections and inspection reports that are contained herein.

The MHFA is the sole entity obligated to pay such compensation to Contractor; provided, however, Contractor agrees and consents that such payment may be made directly by MHFA or some other entity who has agreed with the MHFA to make such payment on behalf of the MHFA.

(B) **Number of Inspections.** The number of inspections that MHFA may request Contractor to perform under this Contract is limited to _____ and Contractor shall not accept or perform any inspections or prepare any inspection reports under this Contract in excess of such number. Neither the MHFA or any other entity who has agreed with the MHFA to make any payments to Contractor on behalf of the MHFA shall be required or responsible to compensate Contractor for any inspections performed or inspection reports prepared by Contractor that exceed the maximum number delineated herein, and the cost of performing such additional inspections and/or preparing such inspection reports shall be borne solely by Contractor.

- (B) **Travel Expenses.** All travel and subsistence expenses incurred by Contractor as a result of this Contract shall be the sole obligation and responsibility of Contractor, and neither the MHFA nor any other entity who has agreed with the MHFA to make any payments to Contractor on behalf of the MHFA shall have any obligation to pay or be responsible for any such amounts.
- (C) **Total Obligation.** The total obligation of the MHFA for all compensation and reimbursements to Contractor under this Contract will not exceed \$ 10,000.

4.2. **Payment**

- (A) **Completion of Contractor's Duties.** The MHFA will pay the lump sum amount specified for the performance of each inspection and preparation of each corresponding inspection report requested by the MHFA hereunder upon the Contractor's completion of the requested inspection and delivery of the required inspection report in accordance and compliance with the requirements contained herein.
- (B) **Retainage.** [Not applicable.]
- (C) **Federal funds.** Payments under this Contract will be made from federal funds obtained by the MHFA through Title II of the Cranston-Gonzalez National Affordable Housing Act. Contractor is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by Contractor's failure to comply with federal requirements.

5 **Conditions of Payment**

All services provided by Contractor under this Contract must be performed to the MHFA's satisfaction, as determined at the sole discretion of the MHFA's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Contractor will not receive payment for work found by the MHFA to be unsatisfactory or performed in violation of federal, state, or local law.

6 **Authorized Representatives**

The MHFA's Authorized Representative is _____, or his/her successor, and has the responsibility to monitor Contractor's performance and the authority to accept the services provided under this Contract. If the services are satisfactory, the MHFA's Authorized Representative will certify acceptance on each invoice submitted for payment. If services are not satisfactory, MHFA's Authorized Representative will not certify acceptance of the invoice and will not pay Contractor. If Contractor has already been paid, Contractor shall return its fees to MHFA.

Contractor's Authorized Representative is _____, or his/her successor. If Contractor's Authorized Representative changes at any time during this Contract, Contractor must immediately notify the MHFA.

7 Assignment, Amendments, Waiver, and Contract Complete

7.1 **Assignment.** Contractor may neither assign nor transfer any rights or obligations under this Contract without the prior consent of the MHFA and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Contract, or their successors in office.

7.2 **Amendments.** Any amendment to this Contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.

7.3 **Waiver.** If the MHFA fails to enforce any provision of this Contract, that failure does not waive the provision or its right to enforce it.

7.4 **Contract Complete.** This contract contains all negotiations and agreements between the MHFA and Contractor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

8 Liability

Contractor must indemnify, save, and hold the MHFA, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the MHFA, arising from the performance of this Contract by Contractor or Contractor's agents or employees. This clause will not be construed to bar any legal remedies Contractor may have for the MHFA's failure to fulfill its obligations under this Contract.

9 MHFA Audits and Monitoring

9.1 **MHFA Audits.** Under Minn. Stat. § 16C.05, subd. 5, Contractor's books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by the MHFA, the State of Minnesota, and/or the State of Minnesota Auditor or Legislative Auditor, as appropriate, for a minimum of six (6) years from the date this Contract is terminated.

9.2 **MHFA Monitoring** Minnesota Housing will conduct monitoring to ensure compliance with this Contract. To facilitate such monitoring, Contractor is required to provide all requested information regarding the subject inspection. When warranted by circumstances, Contractor may be required to accompany MHFA staff on a re-inspection of selected properties to clarify their report or to help settle disputes with homebuyers, lenders, or HUD.

10 Government Data Practices and Intellectual Property

10.1. ***Government Data Practices.*** Contractor and MHFA must comply with the Minnesota Government Data Practices Act contained in Chapter 13 of the Minnesota Statutes, as it applies to all data provided by the MHFA under this Contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Contractor under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either Contractor or the MHFA.

If Contractor receives a request to release the data referred to in this section, Contractor must immediately notify the MHFA. The MHFA will give Contractor instructions concerning the release of the data to the requesting party before the data is released.

10.2. ***Intellectual Property Rights.***

(A) ***Intellectual Property Rights.*** The MHFA owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in any Works and Documents created and paid for under this Contract. “Works” means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by Contractor, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Contract. Works includes Documents. Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by Contractor, its employees, agents, or subcontractors, in the performance of this Contract. The Documents will be the exclusive property of the MHFA and all such Documents must be immediately returned to the MHFA by Contractor upon completion or cancellation of this Contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be “works made for hire.” Contractor assigns all right, title, and interest it may have in the Works and the Documents to the MHFA. Contractor must, at the request of the MHFA, execute all papers and perform all other acts necessary to transfer or record the MHFA’s ownership interest in the Works and Documents.

(B) *Obligations*

- a. *Notification.* Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by Contractor, including its employees and subcontractors, in the performance of this Contract, Contractor will immediately give the MHFA's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.
- b. *Representation.* Contractor must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the MHFA, and that neither Contractor nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. Contractor represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, Contractor will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the MHFA, at Contractor's expense, from any action or claim brought against the MHFA to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. Contractor will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in Contractor's or the MHFA's opinion is likely to arise, Contractor must, at the MHFA's discretion, either procure for the MHFA the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of the MHFA will be in addition to and not exclusive of other remedies provided by law.

11. Insurance Requirements

- 11.1 *Obtaining of Insurance/Commencing of Work.* Contractor shall not commence work under the contract until they have obtained all the insurance described below and the MHFA has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.
- 11.2 *Insurance Required.* Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:
 - (A) **Workers' Compensation Insurance:** Except as provided below, Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory

requirements of the State of Minnesota, including Coverage B, Employer's Liability, with such insurance being maintained in **minimum** amounts are as follows:

- \$100,000 – Bodily Injury by Disease per employee
- \$500,000 – Bodily Injury by Disease aggregate
- \$100,000 – Bodily Injury by Accident

If any Minnesota Statute exempt Contractor from Workers' Compensation insurance or if Contractor has no employees in the State of Minnesota, Contractor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Contractor from the Minnesota Workers' Compensation requirements.

- (B) **Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by Contractor or by a subcontractor or by anyone directly or indirectly employed by Contractor under the contract, with such insurance being maintained in **minimum** amounts are as follows:

- \$1,000,000 – per occurrence
- \$2,000,000 – annual aggregate
- \$2,000,000 – annual aggregate – Products/Completed Operations

Such insurance shall, if applicable to Contractor's duties specified herein, include the MHFA as an additional named insured and include and contain, at a minimum, the following coverage:

- Premises and Operations Bodily Injury and Property Damage
- Personal and Advertising Injury
- Blanket Contractual Liability
- Products and Completed Operations Liability
- Other; please list _____

- (C) **Commercial Automobile Liability:** Contractor is required to maintain insurance protecting Contractor from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from the performance of Contractor's duties specified herein, and in case any work is subcontracted Contractor will require the subcontractor to provide Commercial Automobile Liability, with such insurance being maintained in **minimum** amounts are as follows:

\$1,000,000 – per occurrence Combined Single limit for Bodily Injury and Property Damage

Such insurance shall, if applicable to Contractor's duties specified herein, include the MHFA as an additional named insured, and include and contain, at a minimum, the following coverage:

Owned, Hired, and Non-owned Automobile

- (D) **Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability Insurance.** If Contractor's duties specified herein are of a type and manner that can be covered by Professional/Technical, Errors and Omissions, and/or Miscellaneous Insurance, then Contractor shall obtain and provide such insurance, with such insurance being maintained in **minimum** amounts as follows:

\$1,000,000 – per claim or event

\$1,000,000 – annual aggregate

Any deductible imposed by such insurance will be the sole responsibility of Contractor and may not exceed \$5,000 without the written approval of the MHFA.

The retroactive or prior acts date of such coverage shall not be after the effective date of this Contract.

Such insurance policy, if required, must provide coverage for all claims Contractor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to the performance of Contractor's duties specified herein and include an extended reporting period of a minimum of five (5) years if commercially available, otherwise a minimum of three (3) years, following completion of the duties.

11.3 **Insurance Provisions.** All insurance policies required under this Contract must contain provisions that comply with the following requirements.

- A. Such insurance policies must be primary insurance to any other valid and collectible insurance available to the MHFA with respect to any claim arising out of the performance of Contractor's duties specified herein.
- B. Such insurance policies must provide the MHFA with thirty (30) days advance notice of cancellation, nonrenewal, or reduction in limits of coverage or any other material change therein.
- C. Contractor is responsible for payment of Contract related insurance premiums and deductibles.

- D. Include legal defense fees in addition to and in excess of the policy liability limits.

11.4 ***Conditions of Insurance Coverage.*** Contractor shall comply with the following requirements for all insurance coverage and policies required under this Contract.

- A. Contractor may only be self insured upon obtaining the written consent of the MHFA, and if the MHFA consents to Contractor being self-insured then Contractor must supply a Certificate of Self-Insurance to the MHFA that is acceptable to the MHFA in form and content.
- B. Obtain such required insurance policies from an insurance company having an “AM BEST” rating of A- (minus); Financial Size Category (FSC) VII or better that is authorized to do business in the State of Minnesota.
- C. All of such insurance policies must be open to inspection by the MHFA, and copies of such insurance policies must be submitted to the MHFA’s authorized representative upon written request.

11.5 ***Termination Resulting from Insurance Default.*** The MHFA reserves the right to immediately terminate this Contract if Contractor is not in compliance with the insurance requirements contained in this Contract and reserves and retains all rights to pursue any legal remedies against Contractor for such failure to comply.

12 Publicity and Endorsement

12.1 ***Publicity.*** Any publicity regarding the subject matter of this Contract must identify the MHFA as the sponsoring agency and must not be released without prior written approval from the MHFA’s Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for Contractor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

12.2 ***Endorsement.*** Contractor must not claim that the MHFA endorses its products or services.

13 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 Data Disclosure

Under Minn. Stat. § 270C.18 and 270C.65, and other applicable law, Contractor consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the MHFA, to federal and state agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring Contractor to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.

15 Payment to Subcontractors

As required by Minn. Stat. § 16A.1245, Contractor must pay all subcontractors, if any exist, less any retainage, within 10 calendar days of the prime contractor's receipt of payment from the MHFA for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

16 Termination

16.1 *Termination by either party.* Either the MHFA or Contractor may cancel this Contract at any time, with or without cause, supplying written notice of such termination to the other party. Upon termination, Contractor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed through the effective date of such termination.

16.2 *Termination for Insufficient Funding.* The MHFA may immediately terminate this Contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to Contractor. The MHFA is not obligated to pay for any services that are provided after notice and effective date of termination. However, Contractor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The MHFA will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The MHFA must provide Contractor notice of the lack of funding within a reasonable time of the MHFA's receiving that notice.

17 Minn. Stat. § 181.59

Contractor must comply with the provisions of Minn. Stat. § 181.59 which requires:

“Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which Contractor agrees: (1) That, in the hiring of common or skilled labor for the performance of

any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) That no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) That a violation of this section is a misdemeanor; and (4) That this Contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Contract.”

18 Affirmative Action Requirements for Contracts in Excess of \$100,000 and if Contractor has More than 40 Full-time Employees in Minnesota or its Principal Place of Business.

This section shall only apply if the Total Obligations specified in Section 4.1. (C) herein exceeds \$100,000, and if the Total Obligations specified in Section 4.1. (C) does not exceed \$100,000 then this Contract shall be interpreted as if this section did not exist.

MHFA intends to carry out its responsibility for requiring affirmative action by its Contractors.

18.1 ***Covered Contracts and Contractors.*** If the Contract exceeds \$100,000 and Contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principle place of business, then Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600. A contractor covered by Minn. Stat. § 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.

18.2 ***Minn. Stat. § 363A.36.*** Minn. Stat. § 363A.36 requires Contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights (“Commissioner”) as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.

18.3 ***Minn. R. 5000.3400-5000.3600.***

- (A) *General.* Minn. R. 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.
- (B) *Disabled Workers.* Contractor must comply with the following affirmative action requirements for disabled workers.
- (1) Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
 - (2) Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - (3) In the event of Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statutes Section 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - (4) Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

- (5) Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that Contractor is bound by the terms of Minnesota Statutes Section 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

- (C) *Consequences.* The consequences for Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this Contract by the Commissioner or the MHFA.

- (D) *Certification.* Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

19 Foreign Outsourcing

Contractor agrees that the disclosures and certifications made in its Location of Service Disclosure and Certification Form, if any, submitted with its proposal are true, accurate and incorporated into this Contract by reference.

(THE REMAINING PORTION OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.)

THE PARTIES HERETO have entered into and executed this Minnesota Housing Finance Agency Professional and Technical Services Contract on the day and date shown immediately below their respective signatures:

<p>MHFA Minnesota Housing Finance Agency</p> <p>By: _____</p> <p>Its: _____</p> <p>Executed on the ___ day of _____, 20__.</p>	<p>CONTRACTOR</p> <p>_____</p> <p>By: _____</p> <p>Its: _____</p> <p>Executed on the ___ day of _____, 20__.</p> <p>And: _____</p> <p>Its: _____</p> <p>Executed on the ___ day of _____, 20__.</p>
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