

Request for Proposal: Asbestos Abatement

Issued: May 5, 2023

Proposal Due: June 9, 2023

I. GENERAL INFORMATION

A. Purpose

This Request for Proposal (“RFP”) is to contract for United States Department of Energy (“DOE”), Low Income Weatherization Insulation Services, administered by the Minnesota Department of Commerce (“DOC”), and delivered by TRI-COUNTY ACTION PROGRAM, INC., based and operating within the State of Minnesota and listed below in Section E (“TRI-CAP”).

Each applicant’s qualifications and all contracted services provided by or under the applicant must fully comply with all applicable DOE weatherization assistance and financial assistance program requirements and regulations (including but not limited to DOE 10 CFR Part 440 *et seq.* and CFDA 81.042), the Weatherization Assistance Program administered by the Minnesota Department of Commerce, the Weatherization Providers requirements referenced in this RFP, and any and all other applicable federal, Minnesota, county and municipal laws, statutes, ordinances, codes, building codes, orders, executive orders, decrees, rules, regulations, implementing rules and regulations, provisions, restrictions, directives, contracts and grant documents. And especially Appendix A material standards. This RFP is limited to contracted weatherization and insulation services specifically described in this RFP and the program requirements associated with them.

The DOE currently provides grants to states for distribution to low-income homes to purchase and install materials and implement other weatherization measures to improve energy efficiency under the Weatherization Assistance Program, 42 U.S.C. § 6861 *et seq.* DOE expanded the number of households eligible for assistance by increasing eligibility levels to households at or below 200 percent of the federal poverty level and increasing maximum assistance levels. This funding and subsequent workload has specific requirements that are discussed in this RFP and its attachments. We appreciate your diligence in assembling this information. In an effort to make that task easier, each applicant is required when responding to this RFP to complete and submit ATTACHMENT A and ATTACHMENT C – and the information and documentation requested in that Attachment.

TRI-CAP reserves the unqualified right to reject any or all offers submitted in response to this RFP, and TRI-CAP is, pursuant to this RFP and without qualification, under no obligation to let any contract or contracts to any party submitting an offer in response to this RFP. This RFP is a request for proposal only and is not and shall not be understood to be an offer. The Secretary of the DOE, the Commissioner of the DOC, and their respective officials and representatives, or any of them, may impose reporting requirements on any party providing weatherization assistance-related services, weatherization and insulation services, financial assistance, or any of them, or on any party receiving funding pursuant to any such services or assistance.

B. Who May Respond

Only parties (a) currently holding the applicable licenses and certifications required by the Local, State and Federal regulations for the type of work specified. and (b) who meet the other requirements set forth in this RFP may respond. All applicable licenses required shall be current and valid during the terms of the contract.

C. Instructions on Proposal Submission

Inquiries

To receive a copy of this RFP, please contact:

**Doris Washington, WX Coordinator
Tri-County Action Program, Inc.
1210 23rd Avenue South
PO Box 683
Waite Park, MN 56387
Phone: (320) 251-1612**

Inquiries concerning this RFP should be directed in writing to Doris Washington, Tri-County Action Program, Inc., at the address above or by email at Doris.washington@tricap.org. All responses must be in writing only and will be distributed to all parties requesting the information. Inquiries, communications or responses via telephone will not be considered.

Closing Submission Date and Contents

Please submit a single-sided original, complete proposal of:

Certifications - ATTACHMENT A

Contractor's Technical Qualifications – ATTACHMENT E

To:

**Attention: WX Asbestos Abatement Proposal
Tri-County Action Program, Inc.
1210 23RD Avenue South
PO Box 683
Waite Park, MN 56387**

In addition to the required information specified in Appendix A, all firms or individuals responding to this RFP must submit complete responses to the information requested in Appendix E and must note any exceptions to any information contained in the RFP.

It is important that each proposal be submitted in a sealed envelope no later than 4:30 p.m. CDT on **Friday, June 9, 2023**. The responder is solely responsible for ensuring that the proposal is received at the address and by the date and time specified above. Late proposals shall not be considered responsive to this RFP and shall not be given any consideration.

Any and all costs incurred in the preparation of a proposal responding to this RFP shall be the sole responsibility of the responder and shall not under any circumstances be

Tri-CAP reserves the right to reject any and all proposals received in response to this RFP. Any contract or contracts offered or entered into by TRI-CAP, in response to any accepted proposal or proposals shall be based upon the factors described in this RFP.

Qualified Small Business/Women- and/or Minority-Owned Businesses

Tri-CAP will make efforts to include qualified small businesses and women- and minority-owned businesses on solicitation lists to assure that qualified small businesses and women- and minority-owned businesses are solicited with regard to this RFP whenever they are potential sources.

Review Process

Tri-CAP will open and record all responses for this RFP. Each response will be assigned a number. All responses will be evaluated and scored according to the criteria set forth in this RFP. The responsive proposals will be ranked according to score. It is expected that a selection of the pool of successful proposers will be made on or about **June 30, 2023**. It is expected that contracts shall include a three (3) year window of eligibility, depending on contractor performance, with two (3) three-year renewal options at Tri-CAP's discretion. After reviewing the results, all proposers will be notified.

Tri-CAP will begin the contract process at that point. Contractors should be prepared to provide services as requested by Tri-CAP. Each contractor in the pool may not be offered a contract by Tri-CAP. If during contract negotiations Tri-CAP and the contractor are unable to reach agreement, it is possible that an initially successful proposal will not result in a contract for services. Entry by Tri-CAP and contractor into a binding contract does not guarantee that any project or work shall be assigned to that contractor.

D. Program Description

The Weatherization Assistance Program (WAP) uses energy conservation techniques to reduce the cost of home energy by an estimated percentage. Correcting health and safety hazards and potentially life-threatening conditions is the first consideration in WAP activities. Eligibility for participation in the WAP is based on one or more of the following factors:

- A dwelling unit occupied by a household who is determined eligible for the Minnesota Energy Assistance program.
- Households who are at or below 50 percent of the state median income.
- All homeowners and renters who are income eligible for the Minnesota Energy Assistance Program.
- Priority is given to households with at least one elderly or disabled member, and to households with the highest heating costs.

The WAP is funded through the U.S. Department of Energy and the Department of Health and Human Services.

II. SPECIFICATION SCHEDULE

A. Scope of Services

Contractors to be selected will be required to furnish all labor, materials, employee training, services, insurance, equipment and supervision necessary for the asbestos abatement, within the time frame confirmed in the applicable Notice to Proceed.

The Contractor shall be responsible for obtaining the local asbestos abatement permit from the Minnesota Department of Health (MDH) prior to commencing the asbestos abatement project.

The Contractor shall be responsible for the removal and proper disposal of all materials in accordance with all Federal, State and local laws and regulations.

The Contractor shall be responsible for all other applicable fees, permits and required notices not identified in these specifications.

All work under this contract shall be done in strict accordance with all applicable federal, state and local regulations, standards and codes governing asbestos abatement and any other trade work done in conjunction with abatement. The most recent edition of any relevant regulation, standard, document, or code shall be in effect. Where conflict among the requirements or with these specifications exists, the most stringent requirements shall be utilized.

Detailed job book documentation and daily crew field notes are critical and are to be maintained by all selected contractors. All necessary paperwork must be filled out completely and accurately. TRI-CAP will, for each installation, provide to each selected contractor a job book containing any relevant information necessary to complete each project. Services are normally scheduled during regular business hours. Each selected contractor shall, upon completion of the work, return the completed job book to Tri-CAP along with that contractor's invoice for Tri-CAP's review and payment. Incomplete job books will be returned to the contractor to complete, and no payment for any contractor invoice submitted shall be made until all relevant and fully completed job books have been accepted by Tri-CAP and that assigning Tri-CAP's review and acceptance of that invoice and work is complete, after it has been inspected.

Abatement must comply with OSHA standards.

Contractors are required to follow COVID-19 Safe Work Practices – [Minnesota WAP Programmatic Guidance for COVID-19 Safe Work Practices](#)

B. Description of Services

Successful proposers will be required to furnish all services, labor, materials, improvements, equipment, tools, supplies, incidentals, supervision, and permits, as required. Successful proposers must have all necessary labor, equipment, materials and capacity to complete the work as assigned. All work is assigned at the discretion of TRI-CAP. The following are **illustrations only** of the types of work to be assigned:

- Asbestos abatement
- Re-Insulation
- Other services as set forth in this RFP.

C. Delivery Schedule

All work in homes must be completed within ninety (90) calendar days from the date of the initial Audit. By the time a contractor receives the job book with the work order for weatherization, there may be only thirty (30) to forty-five (45) calendar days left of the 90 day period. Long or unscheduled delays or lead times create problems for everyone involved, so prompt turn-around times are essential.

Inspection must be arranged with Tri-CAP in advance of completion of the work. On-site inspections are preferred and are accomplished by the contractor and Tri-CAP's Quality Control Inspector (QCI) review of the work. In the event that an on-site inspection cannot be arranged, Tri-CAP will arrange inspection without the contractor present. If the job fails initial inspection, a punch list of deficiencies will be provided by that QCI within a reasonable period of time to the contractor, and the contractor must arrange to correct those deficiencies promptly and in no more than ten (10) calendar days following such delivery of such punch list and solely at contractor's expense. Additionally, Tri-CAP may charge the contractor for re-inspections.

Once the job has fully passed inspection and all deficiencies have been corrected to the reasonable satisfaction of Tri-CAP's inspector, the contractor shall, within ten (10) business days after such inspection and correction, submit the job book and invoices to TRI-CAP for review and payment.

Job books returned to Tri-CAP must contain the following additional information in order for the contractor to receive payment:

- Start and completion dates of the work performed by the contractor;
- Pre and post photos of the abated area;
- Copy of MDH permit;
- Clearance inspection report;
- A completion form as signed by the client and the contractor; and
- Any other requirement that may change during the course of this contract.

This scope of work does not include all possible project or site conditions and is meant to provide guidelines under which the contractors are to operate. This scope does not cover mobile homes. The contractor and its agents shall at all times represent themselves in a proper, respectful and professional manner, pursuant to the conditions contained in ATTACHMENT B - REQUIRED WORKPLACE POLICIES.

The contractor will ensure that all of the contractor's on-site personnel (including but not limited to the contractor's employees, representatives, agents, subcontractors, suppliers, and independent contractors) have submitted a release to conduct a criminal background check, have received the necessary education and training, and possess the necessary licenses, to perform the duties necessary for the proper completion of the projects assigned, including DOE lead safe weatherization training. Tri-CAP will assist the contractor in obtaining this education and training; however, the contractor is solely responsible for ensuring that all of the contractor's on-site personnel shall receive all such education and training, and possess such licenses (all of the requirements contained in this paragraph, collectively, the "Education and Training Requirements").

Tri-CAP reserves the right to dismiss a contractor and revoke any work order if:

- The contractor fails to maintain the proper education and training of all of its personnel; or
- The contractor fails to comply with the Required Workplace Policies contained in ATTACHMENT B; or
- The quality of the work performed is found to be of a level not acceptable by Tri-CAP; or
- Funding for the programs is disrupted, limited, or is no longer available; or
- The contractor fails in any way to conform with the Weatherization Providers requirements referenced in this RFP or any other contractor-related requirements contained in this RFP; or
- The contractor's performance, qualifications or services fail to fully comply with the requirements of all applicable DOE weatherization assistance and financial assistance program requirements and regulations, the Weatherization Assistance Program administered by the Minnesota Department of Commerce, and any and all other applicable federal, Minnesota, county and municipal laws, statutes, ordinances, zoning ordinances, codes, building codes, orders, executive orders, decrees, rules, regulations, implementation rules and regulations, provisions, restrictions, directives, contracts and grant documents (all of the these six bullet points, collectively, the "Performance Requirements").

The contractor is expected to accept work orders of all dwelling types. The contractor has the option, without penalty, to refuse any project assigned prior to performance by that contractor, for good reason-approved by Tri-CAP-of any of the work (including but not limited to any services, labor, materials or improvements to be provided by the contractor) required for that project. However, failure by a contractor to complete a project, once accepted by the contractor, may result in loss by the contractor of any compensation for any services, labor, materials or improvements provided by the contractor for that accepted project, and may result in that contractor not being considered, in the sole and absolute discretion of Tri-CAP, for assignment by Tri-CAP of any other project.

D. Payment

Payment for completed project work performed in accordance with that project's job book and specifications, which has fully passed inspection by Tri-CAP's QCI, with all deficiencies corrected to the satisfaction of Tri-CAP's QCI, with all invoices submitted, and so long as the contractor is fully in conformance with the Education and Training Requirements, the Performance Requirements, and all other contractor requirements and obligations referenced in this RFP -- will be tendered to that contractor after receipt of all such documentation and review and acceptance by Tri-CAP. Invoices will be paid within thirty (30) calendar days after all of the above conditions have been satisfied, and upon receipt of full and final lien waivers provided by the contractor (both with regard to the Contractor's services, labor, materials and improvements provided for or to that project, and for any and all services, labor, materials and improvements provided for or to that project by each and every sub-contractor and materials' supplier of the contractor.

E. Work Product

All work product, including but not limited to job books, drawings, photos, specifications, plans and studies, is the property of Tri-CAP and subject to program rules and all applicable Performance Requirements; provided, however, that contractors are solely responsible and liable for all services, labor, materials and improvements provided for or to each project by that contractor, each and every subcontractor of that contractor, or any of them.

F. Confidentiality

Each proposer shall comply with the Minnesota Data Practices Act and all other Performance Requirements with regard to all data provided by and to Tri-CAP, this RFP, the subject matter of this RFP, and any and all data created, gathered, generated, used, accessed or acquired with regard to this RFP, the subject matter of this RFP, or any of them.

G. Professional Standards

See ATTACHMENT B – REQUIRED WORKPLACE POLICIES.

III. CONTRACTOR'S TECHNICAL QUALIFICATIONS

**Note: Submit one complete copy of;
ATTACHMENT A- Certifications
and**

ATTACHMENT E-Contractor's Technical Qualifications

as completed by the contractor, shall be included with and shall be considered a part of the contractor's proposal submitted in response to the RFP and will be attached as part of any contract Tri-CAP may execute with Contractor.

Contractor’s Organization Name: _____

_____, the individual signing this Attachment A – Certifications, represents and certifies, on behalf of the Contractor identified below, that:

1. He/she is authorized to represent and bind the Contractor with respect to all matters contained in this Attachment A – Certifications, and that Tri-CAP may fully rely upon such authorization in all matters with regard to this Attachment A – Certifications, the Master Construction Agreement by and between the Contractor and Tri-CAP, the “RFP”, as defined in Paragraph 2 herein below, and any and all matters related thereto.
2. There has been no attempt or effort made by or on behalf of the Contractor to discourage, limit or interfere with any potential contractor from submitting a proposal or offer in response to the Funding Request for Proposal dated **May 5, 2023**, and issued by Tri-CAP identified therein (collectively, the “RFP”).
3. He/she has read and understands the RFP and all attachments to that RFP.
4. The Contractor’s qualifications and all contracted services to be provided by the Contractor shall fully comply with all applicable DOE weatherization assistance and financial assistance program requirements and regulations (including but not limited to DOE 10 CFR Part 440 *et seq.* and CFDA 81.042), the Weatherization Assistance Program administered by the Minnesota Department of Commerce, the Weatherization Providers requirements referenced in this RFP, and any and all other applicable federal, Minnesota, county and municipal laws, statutes, ordinances, codes, building codes, orders, executive orders, decrees, rules, regulations, implementing rules and regulations, provisions, restrictions, directives, contracts and grant documents.
5. The Contractor does and shall during the entire time when Contractor provides any services, labor, materials, improvements, or any of them, to or for any project, home, dwelling or property, pursuant to the terms and conditions of the Master Construction Agreement, (a) carry and maintain casualty, liability and Workers’ Compensation insurance coverages adequate and sufficient for Contractor’s business purposes, (b) provide a certificate of insurance, pursuant to the terms and conditions of the Master Construction Agreement, naming Tri-CAP and Tri-CAP’s client(s) as additional insured, (c) be fully in compliance with Minn. Stat. § 176.181, subd. 2 pertaining to workers’ compensation insurance coverage, and (d) fully and strictly comply with all other insurance requirements contained in the Master Construction Agreement.
6. The Contractor will at all times comply with Executive Order 11246, as amended, as supplemented by regulations at 41 CFR Part 60 (collectively, the “E.O.”), which is administered by the Employment Standards Administration’s Office of Federal Contract Compliance Programs within the U.S. Department of Labor, which E.O. prohibits federal contractors, subcontractors and federally-assisted construction contractors and subcontractors which generally have contracts that exceed \$10,000.00 from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin, and also requires covered contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

7. The Contractor will comply at all times with the Copeland Anti-Kickback Act, 18 U.S.C. 874, as amended, and as supplemented by U.S. Department of Labor regulations (29 CFR Part 3, “Independent Contractors and Sub Contractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States’), which Act generally prohibits federal contractors or subcontractors engaged in building construction or repair from inducing an employee to give up any part of the compensation to which he or she is entitled under his or her employment contract.
8. Neither the Contractor nor its principal employees are excluded from federal procurement or non-procurement programs (Executive Order 12549, Debarment and Suspension, 3 CFR 1986 Comp. p. 189), and that the Contractor and any individuals to be assigned by or on behalf of the Contractor to any project as assigned by any Tri-CAP do not have a record of substandard work.
9. The Contractor, when delivering services, labor, materials, improvements, or any of them, pursuant to a fully executed Master Construction Agreement, shall work under the broad supervision of Tri-CAP weatherization staff.
10. The Contractor has the ability to meet the standards and policies of Tri-CAP as set forth in ATTACHMENT B – REQUIRED WORKPLACE POLICIES.
11. The Contractor warrants and agrees that no employee, representative or agent of Tri-CAP is participating directly or indirectly on the Contractor’s behalf in the procurement process or shall, as a result of the Contractor’s entry into the Weatherization Contract Agreement, become or accept employment as an employee or independent contractor of the Contractor. For any breach or violation of this warranty, Tri-CAP shall have the sole and absolute right and discretion to terminate the Weatherization Contract Agreement without liability to Tri-CAP.
12. Each of the above statements and certifications are true, correct and complete, and shall continue at all times to be true, correct and complete during the term of the Master Construction Agreement. The Contractor further understands that Tri-CAP will use reasonable efforts to keep all information provided with regard to the RFP confidential, and shall use information to verify the qualifications of the Contractor as a weatherization vendor, provided, however, that the contractor understands and agrees that Tri-CAP shall have no liability to the Contractor or any party acting through, on behalf of or with regard to the Contractor for any claimed or actual failure relating in any way to such confidential treatment.
13. The Contractor hereby authorizes the Executive Director to obtain a sam.gov credit report on the Contractor. The Contractor’s federal tax identification number is _____.

14. The Contractor hereby authorizes and requests that any individual, firm, partnership, corporation, limited liability company, other entity, or any other third party contacted by Tri-CAP or any of them, furnish to Tri-CAP, or any of them, any information requested by Tri-CAP, or any of them, for due diligence purposes and with regard to any of the information provided by the Contractor in any submission, proposal, documentation, response, disclosure or data with regard to the RFP, that the Contractor agrees to accept and assumes any and all liability and responsibility for any and all such furnishing of information by any such third party to Tri-CAP, or any of them, and the Contractor warrants and covenants to indemnify and hold Tri-CAP, and each of them, harmless from any and all liabilities and expenses incurred by Tri-CAP, or any of them, as a result of any act or omission of the Contractor or its employees, subcontractors, independent contractors, agents, representatives, suppliers or vendors with respect to such due diligence.
15. The Contractor agrees and covenants to execute and provide, on an expedited basis, to Tri-CAP, or any of them, any release, authorization, waiver or similar form, as requested by Tri-CAP, or any of them, authorizing that any such information so requested by Tri-CAP, or any of them, from any third party, as described in Paragraph 14 immediately above, be provided by such third party to Tri-CAP, or any of them.

Dated this _____ day of _____ 2023

“Contractor”

By: _____

Its: _____

ATTACHMENT B – REQUIRED WORKPLACE POLICIES

Contractor Site Access Policy

Purpose:

In order to provide and maintain a safe, secure workplace, promote the health and welfare of their employees, protect their public image and physical assets, and preserve a good relationship with their clients and customers, TRI-CAP has established access requirements for all contractors, subcontractors, and their respective employees, representatives, agents, independent contractors, vendors and suppliers.

Definitions

- “Tri-CAP” – The weatherization staff.
- “Contractor” – Any contractor, including that contractor’s subcontractors.
- “Employee” – Any employee, independent contractor, representative, agent, vendor or supplier of a Contractor or Contractor’s subcontractor, respectively.

Pre-Access Requirements

Contractors and their Employees requiring access to Tri-CAP’s property or assets, or to any property or asset of any client or customer of Tri-CAP, or any of them, whether the Contractors, Employees, or any of them, are acting as a representative of Tri-CAP (which representation is subject to the prior, written approval of Tri-CAP, which approval may be withheld, delayed or denied at the absolute and sole discretion of Tri-CAP), or otherwise, and/or who have been provided prior, written approval by Tri-CAP for access to Tri-CAP’s respective confidential and proprietary information, must complete and pass a background check and drug test prior to being granted physical or electronic access via any specified medium to Tri-CAP, pursuant to the following conditions:

- Contractor Responsibilities
 - It is the Contractor’s responsibility, at the Contractor’s sole expense, to arrange and provide for all necessary background checks and drug tests for their Employees, through the vendor of their choice.
 - All costs and expenses associated or incurred, directly or indirectly, with regard to these site access requirements will be the responsibility of the Contractor, including but not limited to any wages or other payments which may be part of a collective bargaining agreement.
 - The Contractor will determine, and certify in writing to Tri-CAP, the eligibility of Employees to perform work for Tri-CAP, consistent with the parameters of this policy.
- Criminal Background Check
 - Background checks will include:
 - a Social Security Number (SSN) verification;
 - a national criminal scan; and
 - county criminal searches to include the county of each Employee’s current residence and the county of current or most recent employment.

- A repeat background check is required when an Employee leaves his or her employment and is re-hired after an absence of no less than six (6) months.
- A Contractor is responsible for re-evaluating an employee's site access when the Contractor becomes aware that an Employee has been involved in criminal activity that could potentially disqualify the Employee's access status. If the Employee is determined to pose an unacceptable risk, the Contractor shall immediately remove that Employee from the site.
- The following factors are of particular concern to Tri-CAP and shall be closely scrutinized and monitored by the Contractor in determining the eligibility of each Employee for site access:
 - Drug use, manufacturing, trafficking, sale or intent to sell/distribute, or any of them;
 - Significant honesty issue (e.g., extortion, embezzlement, perjury, theft, forgery);
 - Serious violent behavior (e.g., rape, sexual assault, aggravated assault, armed robbery, arson, manslaughter);
 - Any employment-related criminal misconduct; and/or
 - Any criminal conviction for any behavior, activity or issue which in any way relates to or involves one or more sites or access to any site.
- Drug Testing
 - At a minimum, a five (5) panel drug test will be completed by a Substance Abuse and Mental Health Services Administration (SAMHSA) certified testing facility.
 - Drug testing parameters will follow Department of Transportation ("DOT") guidelines.
 - Any Employee testing positive or any test deemed to be positive, pursuant to DOT guidelines, shall be ineligible to perform any future work under any contract or agreement with any Tri-CAP.
 - A repeat drug test is required when an Employee leaves his or her employ and is rehired after an absence of no less than six (6) months.

Working Visitor Access

Contractors and trade unions shall adhere to the Pre-Access Requirements as stated above, and each Contractor shall be responsible for any violation by any Employee of that Contractor, by any trade union official, employee, representative or agent involved in any matter regarding that Employee, that Contractor, or both. It may be necessary under certain conditions, determined in the sole and absolute discretion of Tri-CAP, to allow access to a site under these Working Visitor access provisions. Tri-CAP will consider requests for Working Visitor access based on the circumstances of the request, site conditions, and any and all other factors as determined by Tri-CAP, and in the sole and absolute discretion of that TRI-CAP. Working Visitor access may be revoked at any time and for any or no reason, in the sole and absolute discretion of Tri-CAP.

- Working Visitor – Allows an individual to perform work on a site, whether scheduled or unscheduled, for either, as determined in the sole and absolute discretion of Tri-CAP, a period of no more than five (5) consecutive workdays or while awaiting any background check and drug test to be completed and approved.
 - Working Visitor access is appropriate in situations such as, but not limited to, short notice call to work, emergency repair, a manufacturer's representative's need, or the need for a mechanic for vehicle repair.

- Tri-CAP is responsible for ensuring that a Working Visitor is escorted at all times while on site by a Contractor or that Tri-CAP's employee or representative. The Contractor has primary responsibility for escorting their Employees who are under a Working Visitor status. An Employee who has been issued a picture keycard may act as an escort for that Contractor's Employees. Any Employee may also act as an escort, provided, however, that the Contractor is solely responsible for all actions and omissions of that Employee and of all of its Employees with regard to Working Visitor matters and for any third party designated as a Working Visitor with regard to that Contractor.
- When work unexpectedly must extend beyond the five (5) day limit, which extension is subject to the sole and absolute discretion of Tri-CAP, a background check and drug test must be initiated by the Contractor. Working Visitor access status will remain in effect for the affected individual(s) until the background check(s) and drug testing have been completed and approved as described above.

Post Access Drug Testing Requirements

- Reasonable Suspicion Testing
 - When there is reasonable suspicion to believe an Employee is in possession of or under the influence of alcohol or any illegal drug while working under an assigning Tri-CAP's Master Construction Agreement, the Contractor shall evaluate the Employee's behavior and conduct all necessary drug and alcohol tests, and the Contractor shall in writing immediately notify Tri-CAP of such behavior and testing, and shall immediately following the availability to the Contractor of the results of such testing notify Tri-CAP in writing of such results and of the actions taken by the Contractor with regard to such results. "Reasonable suspicion" is a belief based on behavioral observations or other evidence sufficient to lead a reasonable person to suspect that an individual is under the influence of alcohol or any illegal drug, and that that individual presents exhibiting traits such as but not limited to slurred speech, inappropriate behavior, decreased motor skills or restricted ability to understand requests, directives, speech or writings.
 - All costs and arrangements for testing will be the responsibility of the Contractor, including any wages or any other payments that are part of a collective bargaining agreement.
 - Any Employee or other individual who has at any time been removed from Tri-CAP's property, a work site, a job site, or any of them, for such reasonable suspicion testing will not be eligible to return to such property, work site or job site until the Contractor certifies in writing that that Employee or other individual tested negative for drugs and alcohol.
 - Any Employee or other individual who tests positive for alcohol or illegal drug use shall be ineligible for any further work with or for any of Tri-CAP, and shall, except as otherwise determined by Tri-CAP and in the sole and absolute discretion of Tri-CAP, not be permitted onto or into any Agencies' property or on any work site or job site.

Post Incident Testing

Employees will be required to undergo drug and alcohol testing when involved in or believed to cause, by action or omission, a work-related accident while working under contract with Tri-CAP, where the Contractor was operating or assisting in the operation of machinery, equipment, or vehicles involved in a work-related accident which resulted in medical care or treatment, property/equipment damage, or both, and the Contractor shall in writing immediately notify Tri-CAP of such incident and testing, and shall immediately following the availability to the Contractor of the results of such testing notify Tri-CAP in writing of such results and of the actions taken by the Contractor with result to such results.

- All costs and arrangements for testing will be the responsibility of the Contractor, including any wages or other payments that are part of a collective bargaining agreement.
- Any Employee or other individual involved in such an incident may continue working (except in those cases where reasonable suspicion testing is, in the sole and absolute discretion of Tri-CAP, warranted), but such Employee or individual will require escorted access until the Contractor certifies that that Employee or individual tested negative for alcohol and illegal drugs.
- Any Employee or other individual who tests positive for alcohol or illegal drug use shall be ineligible for any further work with any of Tri-CAP, and shall, except as otherwise determined by Tri-CAP and in the sole and absolute discretion of that Tri-CAP, not be permitted onto or into any Agencies' property or on any work site or job site.

Special Project Considerations

When the needs of a project warrant, in the sole and absolute discretion of Tri-CAP, modification to these testing parameters, where a Project Labor Agreement ("PLA") or other collective bargaining agreement exists or is negotiated, or any of them, a project specific policy, to be determined in the sole and absolute discretion of Tri-CAP, shall determine the applicable site access requirements.

Enforcement:

Contractors will maintain background and drug testing records in accordance with all applicable federal and state regulations.

Tri-CAP reserves the right, in their respective sole and absolute discretion, to refuse site access to anyone, and to audit, interview and investigate any and all Contractors, subcontractors, Employees, and their respective records, documentation and data, whether in written or electronic form, and however stored or maintained, with regard to compliance with the terms and conditions of policies addressed or referenced in this Attachment B – Contractor Site Access Policy.

Failure by the Contractor to strictly adhere and conform to the terms and conditions of this Policy, including any violations of the Policy, may result in the termination by Tri-CAP, in the sole and absolute discretion of that Tri-CAP, of a Contractor's Master Contractor Agreement.

Contractor Standards of Conduct

By accepting any work with TRI-CAP, contractors have a responsibility to Tri-CAP and their respective employees, customers and clients to adhere to certain rules governing the behavior and conduct of contractors and their employees, independent contractors, subcontractors, representatives, agents, vendors and suppliers (collectively, the “Parties”). The purpose of these rules is not to restrict contractors’ rights, but rather to be certain that contractors and the Parties understand what conduct is expected and required of and by them.

Unacceptable Activities:

Tri-CAP expects that each Party act at all times in a mature, respectful and responsible way and manner. To avoid any possible confusion, some of the more obvious unacceptable activities and behaviors which violate such expectations are noted below. Parties’ avoidance of these activities will be to their benefit and to the benefit of Tri-CAP and Tri-CAP’s employees, representatives, customers and clients, respectively. If any Party has any questions concerning any work or safety rule, or any unacceptable activities, whether listed below or otherwise, that Party is to consult the appropriate Agency’s manager for an explanation.

No attempt has been made here to establish an exhaustive list of unacceptable activities. The following are provided for illustration purposes only. Should there arise instances of unacceptable conduct not listed below, Tri-CAP may find it necessary to take appropriate action in accordance with Tri-CAP’s respective policies and procedures.

Behavior Violations:

- Willful violation of any Tri-CAP rule; any deliberate action that is extreme in nature and is obviously detrimental to the efforts of Tri-CAP to operate efficiently.
- Willful violation of security or safety rules, or failure to observe safety rules or Tri-CAP’s respective safety practices; failure to wear required safety equipment; tampering with any Tri- CAP equipment, including but not limited to safety equipment.
- Sharing or giving security cards, ID badges, security codes to the building’s alarm system and parking gate, or any other information or data regarding or involving any security issue or matter, to any unauthorized party.
- Negligent, careless or willful action or inaction which endangers or may endanger the life, health, safety or well-being of another person, or which action or inaction threatens to harm, damage or destroy any property or any property interest.
- Unauthorized possession of firearms, weapons, explosives or any dangerous material or equipment by any individual while on Tri-CAP, customer or client property or premises, on any work site or job site, or any of them.
- Threatening, intimidating or coercing any employee, representative, customer or client of any Tri-CAP, whether on or off any Tri-CAP, customer or client property or premises, whether or not on any work site or job site, and at any time and for any purpose or reason, or no purpose or reason.

- Engaging in criminal conduct or acts of violence, making threats of violence or criminal activity toward or involving any person while on any Tri-CAP, customer or client property or premises, whether or not on any work site or job site, and whether or not the targeted person is representing TRI-CAP or any of them; fighting, horseplay or provoking a fight on any Tri-CAP, customer or client property or premises, or on or off any work site or job site.
- Theft of any Tri-CAP, customer or client property; unauthorized possession or removal of any Tri- CAP, customer or client property, including but not limited to documents, from any Tri-CAP's, customer's or client's premises or property without prior permission from Tri-CAP; unauthorized use of Tri-CAP, customer or client equipment, property or data; use of Tri-CAP, customer or client equipment or other property for profit or personal gain.
- Malicious gossip and/or spreading rumors; engaging in behavior designed to create discord and lack of harmony; interfering with another contractor or with any employee, independent contractor, representative, agent, subcontractor, vendor or supplier of any contractor; willfully restricting work output or encouraging others to do the same.
- Immoral conduct or indecency whether or not on any Tri-CAP, customer or client property or premises, or on any work site or job site.
- Conducting any lottery, gambling or gaming action on any Tri-CAP, customer or client property or premises, whether or not on any work site or job site.
- Any act of harassment, whether sexual, racial or other; telling sexist or racial or sexual- or racial- type jokes; making racial or ethnic slurs.
- Creating or contributing to any unsafe or unsanitary condition on any Tri-CAP, customer or client property or premises, whether or not on any work site or job site.
- Obscene or abusive language toward any manager, supervisor, employee, client, customer, independent contractor, subcontractor, vendor or supplier; indifference or rudeness towards a client, customer or fellow employee; any disorderly/antagonistic conduct on any Tri-CAP, client or customer property or premises, whether or not on any work site or job site.
- Being intoxicated or under the influence of illegal drugs or controlled substances while working for or on behalf of any of Tri-CAP; use, possession or sale of any quantity or amount of illegal drugs or controlled substances while on any Tri-CAP, client or customer property or premises, with the exception of pharmaceutical medications, as prescribed by a physician, which do not impair work or job performance.
- Sleeping on the job; loitering or loafing during working hours.

Contractor Sexual Harassment Policy

It is the policy of Tri-CAP that sexual harassment of any of Tri-CAP's employees, customers, clients, representatives, agents, contractors or independent contractors is forbidden. Sexual harassment increases hostilities, creates an offensive and hostile working environment, decreases productivity, adversely affects positive working relationships and positive work environments, unnecessarily increases operating costs and expenses of Tri-CAP, and tarnishes the image of Tri-CAP in the communities they serve and among their stakeholders (collectively, the "Policy").

For purposes of this Policy, sexual harassment is defined as follows:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when such conduct is directed at or related to one's gender and includes any one or more of the following: 1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or working or business relationship, 2) submission to or rejection of such conduct by an individual is used as a basis for employment or working or business relationship decisions affecting such individual, or 3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile working environment.

Sexual harassment is a violation of the Minneapolis Civil Rights Ordinance, the Minnesota Human Rights Act, Title VII of the U.S. Civil Rights Act of 1964, and other applicable federal, state and municipal laws, statutes, ordinances, rules, regulations, and codes. Any occurrence of sexual harassment may further result in liability to Tri-CAP and their respective employees, officers, representatives, agents, contractors, independent contractors, vendors, suppliers, or any of them. Sexual harassment occurring in the work place, including in the homes of any of Tri-CAP's customers or clients, or at any work site or job site, is unacceptable and will not be condoned or tolerated; nor will sexual harassment be condoned or tolerated in any Tri-CAP's employment environment or arena, including but not limited to recruiting, testing, hiring, transfer, promotion, discipline, termination, or any other area of employment.

Any instance or occurrence of sexual harassment arising anywhere and at any time within any of Tri-CAP's workplaces (including but not limited to in the homes of any of Tri-CAP's customers or clients), business environments, work sites, or job sites is to be reported immediately to the involved Tri-CAP or Agencies, and as applicable to the involved contractor.

Contractor Data Privacy Policy

Tri-CAP expects and requires that their contractors respect the privacy of Tri-CAP's respective clients, customers, employees, and other independent contractors and subcontractors (individually or collectively, the "Clients"), and that TRI-CAP's contractors take seriously their respective responsibilities regarding the security of information held on data subjects which in any way concerns or relates to Tri-CAP, the Clients, or any of them. This Data Privacy Policy (the "Privacy Policy") has been created to generally describe the way in which Tri-CAP requires that their contractors strictly comply with and adhere to this Contractor Data Privacy Policy (the "Privacy Policy").

This Privacy Policy applies to all of Tri-CAP's contractors (individually or collectively, the "Contractors") and to the Contractors' respective employees, shareholders, members, partners, directors, governors, representatives, agents, subcontractors, independent contractors, vendors and suppliers (those last twelve categories, collectively, the "Employees").

The Contractors and their respective Employees shall comply with the Minnesota Data Practices Act and any and all other applicable federal, state, county and municipal laws, statutes, ordinances, codes, orders, executive orders, decrees, rules, regulations, restrictions, directives, contracts and grant documents with regard to all data provided by, or regarding Tri-CAP, the Clients, or any of them, this RFP, the subject matter of this RFP, and any and all data created, gathered, generated, used, accessed or acquired with regard to Tri-CAP, the Clients, this RFP, the subject matter of this RFP, or any of them; provided, however, that each Contractor receiving or responding in any manner to this RFP, whether by submitting a proposal, entering into a construction agreement with Tri-CAP, or otherwise, and who has at any time authorized or requested that any individual, firm, partnership, corporation, limited liability company, other entity, or any other third party contacted by Tri-CAP, or any of them, furnish to Tri-CAP, or any of them, any information requested by Tri-CAP, or any of them, for due diligence purposes and with regard to any of the information provided by the Contractor in any submission, proposal, documentation, response, disclosure or data with regard to the RFP, shall accept and assume any and all liability and responsibility for any and all such furnishing of information by any such third party to Tri-CAP, or any of them, and the Contractor warrants and covenants to indemnify and hold Tri-CAP, Clients, and each of them, harmless from any and all liabilities and expenses incurred by Tri-CAP, Clients, or any of them, as a result of any act or omission of the Contractor or Employees with respect to such due diligence.

Contractors and their Employees shall only use personal data of any kind, type or nature which the Contractors, the Employees, or any of them, have collected in relation to Tri-CAP, the Clients, or any of them, where the Contractors and the Employees have the consent of Tri-CAP or the Clients, as applicable, when it is lawful to do so, and only so long as such data are limited to use for matters directly concerning the work performed or to be performed by that Contractor and the Employees, or any of them, for that Client or Clients, as specified in the Contractor's fully-executed Master Construction Agreement with the applicable Tri-CAP. No information, whether personal data or otherwise (which information shall include, but not be limited to, access to any Client or Tri-CAP real or personal property, Client or TRI-CAP contact information or directories, benefit or compensation administration or workforce management, performance management, performance reviews, Client eligibility for any Tri-CAP administered or related program, development, training, budgeting, planning, security, security management, transaction process, or

financial administration), with regard to any Client or Tri-CAP shall be used by the Contractors, the Employees, or any of them, for any other purpose absent the prior, express, written consent of the Client and Tri-CAP, as applicable.

Contractors and their Employees shall not collect, store, access, disseminate, distribute, publish or otherwise use personal data about any Client or Tri-CAP without those parties' respective prior, express, written consent. Only authorized Contractors and their Employees with valid work-related needs may, at the sole and absolute discretion of the applicable Agencies, which discretion may be withheld, delayed or denied, be granted access to such data.

Tri-CAP may update this Privacy Policy from time to time. All material changes to this Privacy Policy shall be disseminated to Contractors (who shall be solely responsible for disseminating such changes to their Employees) through correspondent from the applicable Tri-CAP at least thirty (30) calendar days prior to the implementation of any such changes.

What is covered in this Privacy Policy?

This Privacy Policy is divided into the following sections:

- What is Personal Data;
- Transfer of Personal Data;
- Security of Personal Data;
- Rights of a Data Subject to Personal Data Held by Contractors; and
- Enforcement of this Privacy Policy.

What is Personal Data?

Personal data is any information that allows a specific individual to be identified. The type of personal data which Tri-CAP may collect include an individual's name, title, address(es), household income, phone number(s), and social security number.

Sensitive personal data is information relating to a data subject's racial or ethnic origin, political opinions, religious beliefs or other beliefs of a similar nature, membership in a trade union, physical or mental conditions, sexual life, commission or alleged commission of any illegal or criminal act, offense or any proceeding for any offense committed or alleged to have committed by a data subject, the disposal of such proceeding, or the sentence of any court in any such proceeding.

Transfer of Personal Data

Contractors shall insure that they shall not under any circumstances transfer to or provide access to their Employees or any third parties with any personal data or sensitive personal data held by any Tri-CAP with regard to any Client, absent the prior, express, written consent of that Tri-CAP and that Client, and Contractors and their Employees shall be responsible, on a joint and several basis, for fully and strictly adhering to and complying with this Privacy Policy.

Security of Personal Data

Contractors shall maintain in place appropriate technical and security measures necessary to

prevent unauthorized or unlawful access to or accidental loss, destruction or damage of any personal data or

sensitive personal data with regard to any Client, Tri-CAP, or all of them, and shall insure that their Employees receive all relevant training with regard to fulfilling the respective Contractor's requirements and obligations under this Privacy Policy. These measures shall seek to ensure that the appropriate level(s) of security, consistent with this Privacy Policy, are maintained with regard to the use, handling, and processing, and the nature, of the personal data and sensitive personal data to be protected.

Securely held personal data and sensitive personal data will only be accessible by authorized members of the Contractors' respective Employees, and each Contractor and its Employees shall be responsible, on a joint and singular basis, for fully and strictly adhering to and complying with this Privacy Policy.

Contractor shall insure that those Employees of Contractor with access to personal data or sensitive personal data are informed of their responsibility to protect the security of such data and fully and strictly adhering to and complying with this Privacy Policy. Contractors shall insure that their Employees' respective access to such data is controlled through data networks that use technologies such as password protection to restrict access only to authorized users.

Rights of a Data Subject to Personal Data Held by Contractors

Contractors will only keep such personal data and sensitive personal data for so long as such data are permitted by law to be kept, and only as directly relevant for the purpose(s) for which such data were collected. During such period of time, any Client or Tri-CAP who is such a data subject may in writing contact the applicable Contractor at any time to request any and all information, copies of such data and related documents, or any of them, concerning the personal data, sensitive personal data, or all of them, in Contractor's possession or control, regarding him, her or its Clients, as applicable, all information in the possession, use or control of such Contractor as to the source of such personal data, the purposes for which such data are being used, and all other relevant information, and the Contractor shall provide to such data subject all such data and documents requested and in the possession, use or control of Contractor within ten (10) calendar days following such request. Additionally, any data subject may request in writing that the Contractor correct, update, supplement or delete such personal data held regarding them, together with the basis for such correction, updating, supplementation or deletion, as applicable, and any documentation supporting or regarding any such correction, updating, supplementation or deletion, as applicable. Contractor shall abide by such request(s) to the greatest extent possible, and Contractor shall, in no more than ten (10) calendar days following such request, confirm in writing to such data subject and in sufficient detail the nature and extent of Contractor's addressing such request.

Enforcement of This Privacy Policy

Tri-CAP is responsible for and shall have jurisdiction over the enforcement – as determined by Tri-CAP and with regard to any Contractor with whom Tri-CAP has any relationship pursuant to this RFP, the Master Construction Agreement, or either of them -- regarding this Privacy Policy. If any data subject has a question or enquiry about this Privacy Policy or a complaint about the way any Contractor may have used his, her or its clients' respective personal data or sensitive personal data, he, she or it should contact Tri- CAP for assistance.

ATTACHMENT C – Contractors Technical Qualifications

1. Statement of Qualifications: Contractor shall supply all company contact information, Current License(s), Staffing, Certifications, Copy of Current Liability Insurance, along with Contractor’s qualifications and ability to successfully provide the services requested.
2. Name, telephone number, address, e-mail and fax number of the individual designated to receive all official correspondence relating to the project.
3. Describe the Contractor’s qualifications and ability to successfully provide the services requested, including a description of prior experience.
4. Most asbestos projects require re-insulation. Occasionally re-insulation is required immediately after the asbestos abatement activity is completed. Please describe how you would secure these services.
5. Provide a copy of the State of Minnesota license for the company.
6. Provide certified copies of the Articles of Incorporation or Articles of Organization of the company, if applicable.
7. Provide current Good Standing Certificate for the company, if applicable.
8. Provide a listing of employees that will be responsible for the project. Include a brief resume and proof of appropriate training and relevant certificates and licenses for each.
9. Provide proof of general liability, professional liability, workers compensation and motor vehicle insurance.
10. Provide contact names and telephone numbers for at least three (3) individuals, municipalities, or companies for which you have contracted similar work in the past year.
11. Provide a detailed description of any litigation resulting from use of the company’s services.
12. Provide a statement on the notification time necessary to begin execution of the desired services and when you may be able to begin the desired service.

Contractor’s Organization Name: _____

Separate pages may be used when the length of the response requires it. A contractor may submit any additional information desired in support of its responses. All responses and data must be clear and concise.

_____ Small Firm (1 crew) _____ Large Firm (2 or more crews) _____ Minority Owned
_____ Women Owned _____ Small Business

1. Occupational License Numbers: (Please include the name of the issuer of each applicable state, county or municipal license, and the license number)

2. Company Name: _____

3. Entity:
 Corporation Partnership Other entity (specify) _____

Principal Company Owner(s)/Partners:

Years in business: _____ Federal tax ID Number: _____

4. Business Address:
Street: _____

City: _____ State: _____ Zip Code: _____

Business Telephone: (____) _____ Fax: (____) _____ Cell: (____) _____

5. Address of principal owner(s)/partners listed in item 3 above:

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone Number: (____) _____ Cell: (____) _____

6. Date Organized or Incorporated: _____

7. If this entity is a corporation, nonprofit, partnership, limited liability company, or other legal entity, please indicate the State of organization or incorporation: _____

Attach a copy of each of the following for this entity, as applicable:

8. List how many years you have been contracting business under your present firm or trade name:

9. List the names and addresses of each other firms under which the principal owner(s) or partners listed have operated or otherwise provided asbestos abatement services, labor, materials and improvements, and the dates of such operations:

Name: _____ Address: _____ Dates: _____

Name: _____ Address: _____ Dates: _____

Name: _____ Address: _____ Dates: _____

10. List your current contracts in hand:

| Contract Project | Contract Amount | Type of Work | Completion Date |
|------------------|-----------------|--------------|-----------------|
| | | | |
| | | | |
| | | | |
| | | | |

11. The following questions involve your rating or standing with projects and/or insurance.

A. Have you ever failed to complete any work contracted by you? Yes: _____ No: _____

If yes, list each reason why such work was not completed, along with name, address and telephone number of the Customer/client: _____

B. Have you ever had any commercial property, liability, casualty, Workers’ Compensation, or any other commercial or business insurance coverage or policy denied or canceled?

Yes _____ No _____

If so, state in each case of denial or cancellation the reason(s) for such denial or cancellation and the name and full contact information for the insurer who issued such denial or cancellation:

C. Are you now or have you or your company ever been the subject of any reorganization, appointment of receiver, voluntary or involuntary bankruptcy, foreclosure, or tax lien? Yes ___ No ___

If yes, identify, for each matter, the action (by court file number or otherwise), and describe the nature of the action, the dates/time frame of such action, the type and nature of the legal proceeding(s), the names and addresses of the creditors involved, and the resolution of the matter.

Our payment process requires an on-site inspection by our staff. This means there is an average waiting period of thirty (30) calendar days between our receipt of invoice and the issuance of the payment for that invoice. Failure to pass inspection extends this period.

Would this process pose a problem for your company's cash flow? Yes ___ No ___ If yes, state reasons why.

-
12. List the most representative weatherization/insulation or other construction-related projects completed by your company. (0-2pts each, depending on how closely related)

| Address | Owner | Amount | Completion Date |
|---------|-------|--------|-----------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

13. List names and addresses of references:

| A. Bank Names | Address | Contact Person | Telephone |
|---------------|---------|----------------|-----------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

| B. Material Supplier Names | Address | Contract Person | Telephone |
|----------------------------|---------|-----------------|-----------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

| C. Subcontractor Names | Address | Contact Person | Telephone |
|------------------------|---------|----------------|-----------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

D. Please list three (3) customer references for completed jobs:

| Name | Address | Telephone | Completion Date |
|-------|---------|-----------|-----------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

14. Describe your company and its general experience with asbestos abatement. (0-5pts)

15. A. List the number of staff currently working for your company, their length of service with your company, their weatherization or insulation-related construction experience with your company, and the number of years collectively of that experience. (0-5pts)

- B. Identify staff members currently working for your company who will be assigned to this project, and for each staff member, list their weatherization or insulation-related construction experience with your company, and the number of years of that experience. (0-5pts)

- C. List dates, places, and trainers (or institutions) where on-site staff have received asbestos abatement training, related certificates, or any of them. (0-5pts)

- D. List which of your on-site staff have received asbestos abatement training. Include dates, certificates and experience. (0-5pts)

16. Do you have:

A. Form-fitted respirators for employees? Yes ___ No ___ (0-1pts)

B. A workplace accident and injury reduction (AWAIR) program for your staff? Yes ___ No ___ (0-3pts)

C. Please describe the lead-safe policies your company uses for customers and employees: (0-3pts)

D. Do you perform criminal or credit background checks on employees? Yes ___ No ___ (0-1pts)

E. Do you have a drug testing policy and procedure? Yes ___ No ___ (0-1pts)

17. Do you have a recent model Blower Door? Yes_____No_____How many?_____ (0-1pts each) List equipment used to perform pressure diagnostics, worst case draft, and air sealing (Magnehelic gauges are not acceptable).

18. Does your staff have experience working with asbestos abatement? Yes_____No_____ (0-5pts) If yes, please describe the length and type of experience:

19. Describe the quantity, age and type of asbestos abatement equipment that will be used for this project. (0-5pts)_____

20. Describe what your service vehicle(s) will typically contain to perform asbestos abatement services for this project. (0-5pts)

21. Describe your tool/equipment/truck maintenance policies. (0-5pts)

22. Who will be your company's contact person responsible for customer service for the projects described in this RFP? (0-3pts)_____

23. Describe your customer service procedures and policies._____

24. These questions concern your capacity: (0-20pts)

A. What is the largest job your company has performed? Please describe._____

B. How many jobs can you typically complete in one week and what is the average price charged for each job? Please describe: _____

C. What resources would your company need to double the amount described in item 25(B) above? Please describe: _____

D. Please describe your scheduling and tracking systems: _____

25. List any subcontractors and suppliers that will participate in this project with your company.

| Subcontractor Names | Address | Contact Person | Telephone |
|---------------------|---------|----------------|-----------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

26. Indicate whether you have performed weatherization projects for any of entities from the following list. (1pt each)

| | |
|--|-----------------|
| XCEL Energy | Yes_____No_____ |
| Central Minnesota Housing Partnership | Yes_____No_____ |
| St. Cloud Housing & Redevelopment Authority | Yes_____No_____ |
| Tri-CAP | Yes_____No_____ |
| Stearns County Housing & Redevelopment Authority | Yes_____No_____ |
| Central Minnesota Habitat for Humanity | Yes_____No_____ |
| Morrison County Habitat for Humanity | Yes_____No_____ |
| USDA Rural Development Minnesota | Yes_____No_____ |
| CenterPoint Low-Income Weatherization Project | Yes_____No_____ |
| Clean Energy Resource Team | Yes_____No_____ |
| Tri-County Community Action Program Inc. | Yes_____No_____ |
| Lakes & Pines Community Action Council, Inc. | Yes_____No_____ |
| Anoka County Community Action Program | Yes_____No_____ |
| West Central Minnesota Community Action, Inc. | Yes_____No_____ |

27. Please list each construction project you have completed for any nonprofit, government or neighborhood agencies not listed in item 29 above. (1pt).

The contractor, by and through the undersigned, hereby certifies that the above statements, information and attachments are true and complete. The contractor further understands that Tri-CAP will use reasonable efforts to keep the information provided by the contractor in and with this Contractor’s Technical Qualifications questionnaire confidential and shall use such information to investigate and verify the qualifications of the contractor as a weatherization vendor.

The contractor, by and through the undersigned, hereby authorizes Tri-CAP to obtain a credit report on the individual, firm, partnership, corporation, limited liability company or other entity which is submitting this Contractor’s Technical Qualifications questionnaire.

The contractor, by and through the undersigned, hereby authorizes and requests that any individual, firm, partnership, corporation, limited liability company, other entity, or any other third party contacted by Tri-CAP, to furnish to Tri-CAP any information requested by Tri-CAP for due diligence purposes and with regard to any of the information provided in and with this Contractor’s Technical Qualification’s questionnaire, any other submissions, proposals, information, documentation, or data provided by the contractor with regard to this RFP, or any of them, that the contractor agrees to accept and assumes all liability and responsibility for any and all such furnishing of information by any such third party to Tri- CAP, and the contractor warrants and covenants to indemnify and hold Tri-CAP, and each of them, harmless from all liabilities and expenses incurred by Tri-CAP as a result of any act or omission of the contractor or its employees, representatives, agents, subcontractors, independent contractors or suppliers with respect to such due diligence.

The contractor, by and through the undersigned, agrees and covenants to execute and provide, on an expedited basis, to TRI-CAP any release, authorization, waiver or similar form, as requested by Tri-CAP authorizing that any such information so requested by Tri-CAP from any third party be provided by such third party to Tri-CAP.

This Contractor’s Technical Qualifications questionnaire, together with all statements, information and attachments hereto, has been prepared and executed this day of _____, 2023.

Name of Company

By: _____

Printed name

Title