



A Community Action Agency Serving Southeast Minnesota Since 1966!

204 South Elm, PO Box 549, Rushford, MN 55971-0549
Phone: 1-800-944-3207 Fax: 507-864-2597
Visit: www.semccac.org Email: semccac@semccac.org

If you are interested in working as a Mechanical Contractor with the Weatherization Department at Semcac please review & complete the Contractor Application form and Contract and return it to our office. In accordance with the Minnesota Energy Assistance/ Energy Related Repair/Replacement and Weatherization Assistance Program we are required to maintain documentation that our contractors meet the standards set by the Minnesota Department of Commerce, Division of Energy Resources.

Contractor should furnish a **Certificate of Insurance** as evidence of required coverage to Semcac before work commences. The certificate should include a minimum 30-day written notice of intent to cancel, suspend or reduce coverage. The Certificate should identify Semcac as an Additional Insured for relevant coverage's. Insurance shall be placed with insurers with a current A.M. Best rating of no less than A:VII.

The following is a list of insurance certificates/documentation needed:

Required Levels of Insurance:

- 1. Commercial General Liability Insurance**
The Contractor shall maintain occurrence version commercial general liability insurance or equivalent with a limit of not less than \$1,000,000 each occurrence.
- 2. Comprehensive Automobile Liability**
The Contractor shall maintain business automobile liability insurance or equivalent form with a limit of not less than \$1,000,000 each accident. Insurance shall include coverage for owned, hired and non-owned automobiles.
- 3. Workers' Compensation Insurance**
Coverage for all employees involved in the performance of this Contract.
- 4. Licenses & Bonds**
Provide copies of licenses and bonds required by the State of Minnesota, pertinent laws, ordinances, regulations or codes.
- 5. Evidence of Surety Bond**

Please send copies of the requested information to this office along with the executed contract. For convenience, you may want to tell your insurance company to automatically send us a copy of your insurance certificates on an annual basis.

Thank you for choosing to work with Semcac.

Sincerely,

Melissa Feine

Melissa Feine
Weatherization Program Coordinator

Semcac, 204 S. Elm Street, P.O. Box 549, Rushford, MN 55971
Phone: 1-800-944-3207 Fax: 507-864-2597

Contractors Information/Application Form

(Please Print or Type)

DATE: _____

Business Name: _____

Entity: Corporation partnership LLC Other: _____

State of Organization: _____ Date of Incorporation/Organization: _____

How long have you been in the contracting business? _____
Years Months

Specialty(s): _____

Owner/Representative: _____

Business customer service contact Name: _____

Title: _____ Direct Phone #: _____

Business Address: _____
Number Street City Zip Code

Mailing Address: _____
Number Street City Zip Code

Area Code/Phone Numbers: _____
Office Fax Mobile

Email address: _____

Federal I.D. #: _____

If not incorporated, Social Security #: _____

State Tax ID #: _____ Expiration Date: _____

Registrar of Contractors #: _____ Expiration Date: _____

Are you registered with a minority/women's business enterprise program or LSA? Yes No
If your answer is "YES," please submit a copy of certification.

Please list all certifications, education and training that you have had specific to Mechanical Systems, Building Science, and/or Weatherization.

Training	Date
_____	_____
_____	_____
_____	_____
_____	_____

List two major suppliers from whom you purchase most of your supplies:

Name	Address	City	Area Code/Phone
_____	_____	_____	_____
_____	_____	_____	_____

List two financial institutions (banks, savings and loan association, etc.) with whom you have established credit:

Name	Address	City	Area Code/Phone
_____	_____	_____	_____
_____	_____	_____	_____

Approximately how many jobs in the last year have you completed as a general contractor? _____

How many employees do you employ full-time? _____

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

Name	Address	Telephone	Job Classification
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Check which counties you would be interested in working in:

Dodge Fillmore Freeborn Houston Mower Steele
 Olmsted Winona

Please provide copies all the following **APPLICABLE ITEMS** to your business:

- Certificate of Good Standing from the Secretary of the State
- Corporate resolution verifying authorized signatures
- Registrar of Contractor's License
- Bond's (plumbing, mechanical, surety, as applicable)
- Local tax licenses
- Certificate from a minority/women business program

THE UNDERSIGNED CONTRACTOR CETIFIES THAT ALL INFORMATION GIVEN HEREIN IS SUBSTANTIALLY CORRECT AND FURTHER AGREES:

And authorizes Semcac to obtain information on debarment and the ability to check any references on the Business that is applying.

And hereby authorizes and requests any person or business to furnish any information requested by Semcac in verification of the information provided in the application.

Contractor License Class and bond are current, and the undersigned contractor agrees to maintain in current status all licenses and bonds as required by the contracting agency and sends copies of new/renewed licenses and/or bonds as related.

That the work be performed in accordance with the property requirement standards. That if the work performed by the contractor is found to be unsatisfactory by the administering agency or if contract relations between the contractor, homeowner or other parties are found to be unsatisfactory, that the administering agency may remove the contractor's name from the approved list, with such accompanying publicity as it deems necessary. That the work will be done in conformance with all appliance codes and zoning regulations.

The contractor will abide by the federal regulations pertaining to equal employment opportunity.

Upon award of bid/contract, please request that a Certificate of Insurance and Worker's Compensation Certificate be sent to Semcac and Semcac is listed as Certificate Holder.

Printed Name: _____

Title: _____

Signature: _____

Date: _____

CONTRACTOR'S NAME: _____

**Certification Regarding
Debarment, Suspension, and Other Responsibility Matters
Primary Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(Read before signing)

1. The prospective contractor certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offense enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Name

Title

Signature

Date

SEMCAC MECHANICAL CONTRACTOR AGREEMENT

THIS CONTRACT has been entered into as of _____ DAY OF _____, 2015, by and between Semcac, a Minnesota non-profit corporation (“Semcac”), and _____ (“Contractor”), who hereby agree to the following terms and provisions.

GENERAL TERMS

Contractor has submitted a bid for work to be performed in connection with Semcac. If awarded the job Contractor agrees to provide and furnish all necessary labor, materials, tools, equipment, facilities and supplies, and do all things necessary for the proper performance and completion of the job sheet/bid forms to the designated dwelling as specified in the attached job order. Contractor agrees to provide the services requested by Semcac pursuant to the terms and conditions specified in the Weatherization Work order for Single Family and Mobile Homes and the Work Procedures attached hereto as Exhibit A, as may be modified by site specific job requests; and in the Semcac Contractor Site Access Policy attached as Exhibit B.

GENERAL COMPLIANCE

The Contractor agrees to comply with all applicable federal, state and local laws and regulations governing the funds provided under the general conditions of this Contract. Contractor shall secure from the local municipality all necessary permits and licenses to perform the work requested under this Contract. All such work shall be in compliance with all building code regulations and ordinances of the local municipality. All permits will be signed off by City inspector and submitted with invoices for payment. All work shall be in compliance with Standard Work Specifications (SWS) as found at: <https://sws.nrel.gov/>.

MATERIAL STANDARDS

All products used by Contractor in performing its work under this Contract shall meet the material codes for US Department of Energy 440.21 Appendix A ASTM (10 CFR 440, appendix A). United Laboratories rating will apply. Contractor shall comply with Minnesota statues on AWAIR.

PAYMENT

Invoices submitted to Semcac shall provide sufficient detail with materials and labor broken out and be in a format acceptable to Semcac. The Agreement Sum shall be payable as specified in the attached Mechanical Procurement Agreement. The prices quoted in the Mechanical Procurement Agreement will be reviewed and updated annually, or as needed if a significant change occurs in the industry product pricing.

PAYMENTS WITHHELD

Semcac may withhold payment on any invoice/work to such extent as may in Semcac’s good faith opinion be necessary to protect it against loss due to:

- 1) Defective or damaged work not remedied,
- 2) Claim(s) filed or evidence indicating the reasonable possibility of the filing of claim(s),
- 3) Failure of Contractor to make payments properly to material suppliers, employees or laborers,

- 4) Reasonable doubt that the Work can be completed for the unpaid balance of the Agreement Sum which would remain,
- 5) Damage to another contractor or any of its material suppliers,
- 6) Reasonable indication that the Work will not be completed on time, or
- 7) Unsatisfactory completion of the Work by Contractor

When all of the above grounds for withholding a progress payment otherwise payable have been removed, the payment shall be made.

LIEN WAIVERS

Contractor shall protect, defend and indemnify the property owners and Semcac from any claims for unpaid work, labor, or material by subcontractors and/or material suppliers. Payment for any particular job under this Contract shall not be due until the Contractor has delivered to Semcac the full and final lien waivers from all subcontractors and material suppliers who provides labor or services or supplied materials to the job or a bond satisfactory to Semcac indemnifying building owners and Semcac against any lien.

PERFORMANCE MONITORING

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

CONTRACTOR RESPONSIBILITY FOR FUND SOURCE MONITORING

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

INDEPENDENT CONTRACTOR

Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an independent contractor with respect to the services to be performed under this Contract. Semcac shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Contractor is an independent contractor.

MAINTAIN PROPER SAFEGUARDS

During performance of the Work, and when any part of the Work is left incomplete for coordination with, or to facilitate, the work of another contractor, or for any other reason, Contractor shall provide and shall maintain proper safeguards, including those required to comply with OSHA, as well as all applicable safety codes, until another contractor begins work at that place. When Contractor removes any previously placed safeguards, Contractor shall thereafter provide and maintain proper safeguards until another contractor begins work at that place. When Contractor's Work is completed, Contractor shall provide and maintain proper safeguards until the Work is accepted by Semcac.

INDEMNIFICATION

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

OTHER INDEMNIFICATION

Indemnification: To the fullest extent permitted by law, Contractor shall fully indemnify and completely hold harmless Semcac, its affiliates, officers, directors, agents, insurers and employees from and against all actions, claims, demands, liabilities (including without limitation liabilities for environmental damages), damages, losses, costs and expenses, including but not limited to attorneys' fees and legal expenses, and attorneys' fees incurred by Semcac in enforcing this indemnity (and any other costs associated with the handling or defense of any such action or claim of any kind), to the extent such actions, claims, demands, damages, losses, liabilities, costs or expenses arise out of or by reason of, or are claimed to arise out of or by reason of, the negligence, error, omission, willful misconduct or criminal act of Contractor or anyone directly or indirectly employed by it or anyone else for whose acts it may be liable, including without limitation Contractor's Subcontractors and agents.

Effect of Other Limitations: In any and all claims against Semcac or any of its affiliates, officers, directors, insurers, agents or employees by any employee of Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, Contractor's indemnification obligation under this Article 16 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any Subcontractor under worker's compensation acts, disability benefit acts or other employee benefits acts.

Administration: Contractor shall at its own expense investigate all claims and demands, attend to their settlement or other disposition, defend all actions based thereon and pay all charges of attorneys and all other costs and expenses of any kind arising from any liability, damage, loss, claim, demand or action that is subject to the foregoing indemnity; provided, however, that Contractor shall not settle any such claim or action without the prior written consent of Semcac, which consent shall not be unreasonably withheld. Contractor shall obtain a comparable indemnity for Contractor and Semcac from each of its Subcontractors and provide Semcac with appropriate documentation thereof.

Offset: Any monies, whether due or to become due to Contractor, shall be subject to offset by Semcac to the full extent of all damages, losses and expenses, including but not limited to attorneys' fees, sustained or incurred by Semcac, and with respect to which Semcac is entitled to indemnification from Contractor.

SALES AND USE TAX

Exclusion of Tax: All bid prices shall be submitted exclusive of the state Sales and Use Tax to facilitate comparison of bids. Successful bidders will be furnished with appropriate exemption certificates where applicable. Sales tax shall be billed to Semcac for all work determined to be outside statutory exemptions.

Statutory Exemptions: The applicability of any statutory exemption shall be determined by Semcac. If state Sales and Use Tax is asserted against Contractor, Contractor shall promptly notify Semcac, which shall assume all defense and settlement thereof at its own expense, provided Semcac has previously issued an exemption certificate to Contractor.

Transaction Taxes: In addition, Contractor shall be responsible for all other transaction taxes including (but not limited to) federal, state, regional and local taxes, goods and services taxes, value-added, gross receipts, gross margins, and any all other transaction taxes effective or enacted thereafter that are imposed on Contractor upon its performance of this Agreement.

INSURANCE

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

- A. Commercial General Liability insurance coverage with a limit of **not less than \$1,000,000 each occurrence**.
- B. Workers' Compensation Insurance coverage for all employees involved in the performance of this Contract as required by Minnesota Statute.
- C. Business Automobile Insurance coverage with a limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for owned, hired and non-owned automobiles.

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

The Contractor shall provide Semcac with certified copies of endorsements and policies if requested by Semcac in lieu of or in addition to certificates of insurance.

CONTRACTOR'S BANKRUPTCY OR INSOLVENCY

Contractor hereby represents that it now has and expects to have, during its agreed course of performance, adequate financial strength to fully and properly perform its obligations hereunder. Insolvency, assignment for the benefit of creditors, appointment of a receiver for, or filing of a voluntary or involuntary petition in bankruptcy or for an arrangement by or against Contractor, or any of the foregoing, shall constitute a default in performance by Contractor, for the purposes of this Agreement.

PUBLIC RECOGNITION OF FUNDING SOURCES

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

AGREEMENT TO ALSO COMPLY WITH THE REQUIREMENTS, AS APPLICABLE, OF EACH OF THE FOLLOWING LAWS, IN ADDITION TO ALL OTHER APPLICABLE LAWS:

- 1) Federal Fair Labor Standards Act of 1938, as amended (29 USC 201, *et seq.*)
- 2) Section 109 of Title 1 of the 1974 Housing & Community Development Act (29 CFR 6)
- 3) Title VIII of the Civil Rights Act of 1968 (42 USC §3601 - § 3639)
- 4) Executive Order 11246, as amended, as supplemented by regulations at 41 CFR Part 60, prohibiting employment discrimination and requiring affirmative action.
- 5) Executive Order 12549, Debarment and Suspension (3 CFR 1986 Comp., p. 189);

- 6) Executive Order 12259, Leadership and Coordination of Fair Housing in Federal programs (3 CFR, 1980 Comp., p. 307)
- 7) Section 3 of the Housing and Urban Development Act of 1968, as amended (12 USC 1701u).

CONFIDENTIALITY

The term “Confidential Information” means any and all information that is provided, disclosed or made available to Semcac and that:

- a. concerns or relates to any aspect of the business of Semcac and/or
- b. is, for any reason, identified and treated as confidential or proprietary by Semcac;

except any such information which Contractor can prove, by clear and convincing evidence:

- i. is on the date of this Agreement publicly and openly known and in the public domain;
- ii. becomes after the date of this Agreement publicly and openly known and in the public domain through no fault of Contractor; or
- iii. is in Contractor’s possession and documented prior to the date of this Agreement, lawfully obtained by Contractor from a source other than Semcac and not subject to any obligation of confidentiality.

Contractor understands and acknowledges that the Confidential Information is being revealed to Contractor in strict confidence, solely for the purpose of allowing Contractor to perform the Work. Contractor shall not use, or induce or allow any of its employees, agents or Subcontractors or any other person or entity to use, any Confidential Information for any other purpose whatsoever. Moreover, without the express, prior written consent of Semcac, Contractor shall not print, copy, or otherwise reproduce, in whole or in part, any Confidential Information, or induce or allow any of its employees, agents or Subcontractors or any other person or entity to print, copy or otherwise reproduce any Confidential Information.

Contractor shall not disclose or reveal any Confidential Information to anyone except those of Contractor’s employees or Subcontractors with a definable need to know such Confidential Information in connection with performing the Work. Further, prior to revealing or disclosing any Confidential Information to any such employees or Subcontractors, Contractor shall require the employees or Subcontractors to agree in writing to be bound by the terms of this Article 21. Without limiting any of its other obligations under the Agreement, Contractor specifically agrees that it shall be liable to Semcac for any breach of this Article 21 by Contractor, and for any act or omission by any of its employees, agents or Subcontractors which, if such act or omission was done or made by Contractor, would constitute a breach of this Article 21, and Contractor shall indemnify and hold harmless Semcac from and against all actions, demands, losses, liabilities, claims, damages, costs and expenses (including without limitation attorneys’ fees and legal expenses) arising out of or resulting from any such breach, act or omission.

COPELAND “ANTI-KICKBACK” ACT

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

HATCH ACT

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

DRUG-FREE WORKPLACE

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

BACKGROUND CHECKS

Semcac may ask for documentation of background results. It is the contractor's responsibility to arrange for background checks of their employees via the **Minnesota Bureau of Criminal Apprehension's Computerized Criminal History System**: <https://cch.state.mn.us/>.

A person performing the Semcac-approved work cannot complete his/her own criminal background screening via the **Minnesota Bureau of Criminal Apprehension's Computerized Criminal History System**: <https://cch.state.mn.us/>. If the contractor is a sole-proprietor or has no employees that do not complete the Semcac-approved work on site will need to submit the necessary information (full name, date of birth) to the Semcac Weatherization Coordinator for the completion of the screening. Documentation of the screening will be provided to the contractor.

If a sub-contractor is a sole-proprietor or has no employees that do not complete the Semcac approved work on site must submit the necessary information (full name, date of birth) to the contractor for completion of the screening. The contractor is then responsible to provide the sub-contractor and the Semcac Weatherization Coordinator documentation of the screening.

SUBCONTRACTS

Approvals - The Contractor shall not enter into any subcontracts with any agency or individual in the performance of this Contract without the written consent of Semcac prior to the execution of such agreement.

Monitoring - The Contractor will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

Content - The Contractor shall cause all of the provisions of this Contract in its entirety to be included in and made a part of any subcontract executed in the performance of this agreement.

WARRANTIES

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

nonconforming items or have the defective item corrected or replaced at the Contractor's expense. Items required to be corrected or replaced shall be subject to all terms and conditions of this Contract.

TERMINATION OF CONTRACT

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

Semcac reserves the right to terminate this agreement upon thirty (30) days written notice to contractor if contractor's performance is not satisfactory. Upon notice of termination contractor will not begin work on any additional units and will confer with Semcac as to the status of homes currently receiving weatherization.

This Contract may also be terminated by Semcac for the following reasons:

- A. Failure by Contractor to perform in a workmanlike manner.
- B. Failure by Contractor to maintain appropriate working relationships with the customer and Semcac.
- C. Failure to meet project deadlines.
- D. Any change in the Contractor which renders it unable to meet basic qualifications.
- E. Discrimination against or denial of employment to any individual in the performance of any weatherization contract on the grounds of race, color, national origin, age, sex, handicap, religious or political affiliation in violation of Title V and VII of the Civil Rights Act of 1964 (42 UC 2000d), the Age Discrimination in Employment Act (29 USC 794), and specifically Minnesota Statute 363.073.
- F. Violation of any additional standards adopted by Semcac.
- G. Failure to maintain required insurance coverage.
- H. Failure to maintain current compliance with Tax Laws or Occupational License Requirements.
- I. Failure to abide by the terms and conditions of this Contract.
- J. For Semcac's own convenience, in whole or in part, by written or electronic notice at any time.
- K. Changes in Semcac's funding.

AMENDMENT

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

WAIVERS

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

ASSIGNMENT

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

ACCOUNTING STANDARDS

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

RECORDS

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

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

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

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

PERSONNEL CONDITIONS

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

applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

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

INFORMAL DISPUTE RESOLUTION

Should a dispute occur between Semcac and Contractor arising out of or relating to this Agreement or the Work, the parties shall attempt in good faith to resolve the dispute promptly by negotiations between their respective site managers. In the event that such negotiations do not resolve the dispute within five (5) days, the following provisions shall be utilized to resolve the dispute:

- a. The dispute shall first be referred to the respective project managers of the parties, who shall attempt in good faith to resolve the dispute.
- b. In the event that the dispute is not resolved within five (5) days following the initiation of the procedure referred to in clause a., the dispute shall be referred to the respective Senior Vice Presidents of the parties (or officers of similar stature), who shall attempt in good faith to resolve the dispute.
- c. In the event that the dispute is not resolved within thirty (30) days following the initiation of the procedure referred to in clause b., the dispute shall be referred to the respective chief executive officers of the parties, who shall attempt in good faith to resolve the dispute.
- d. If the dispute is not resolved within thirty (30) days following the initiation of the procedure referred to in clause c., the parties may upon mutual agreement submit the dispute to non-binding mediation. In the event of any such mediation, the fees and other charges of the mediator shall be shared equally by Contractor and Semcac.
- e. If the dispute is submitted to non-binding mediation pursuant to clause d. and the mediation process has not resolved the dispute within sixty (60) days following the submission of the matter to mediation, or in the event the parties do not agree to submit the dispute to mediation following the efforts described in clauses a. through c., the dispute shall be resolved by litigation. Notwithstanding anything to the contrary herein, nothing in this Article shall preclude, or shall be interpreted to preclude, either party from exercising its termination rights under this Agreement

IN AGREEMENT the parties have executed this Contract on the day and year first written above. Effective date of this Agreement is July 1, 2015, expiration date is June 30, 2017.

CONTRACTOR

Business name (please print): _____

Principal Office Address: _____

Authorized Signature: _____

Printed Name: _____ Title: _____

SEMCAC

Authorized Signature: _____

Printed Name: Wayne D. Stenberg

Title: Executive Director

EXHIBIT A

Work Procedures

Issuance of work

Jobs will be assigned based on location of the customer and availability of the contractor.

Bids will be requested on jobs that need additional work that was not specified in the Mechanical Procurement Agreement pricing schedule. These bids are due within 7 days of issuance.

Completion of jobs in a timely manner will be based on the value and number of uncompleted jobs a Contractor holds and the number of completed and approved partial completions returned for payment in the previous period.

Customer service

The customer will be given at least two day notice of the start of any work (unless it is an emergency).

Customer service will be courteous and professional at all times.

Hard-to-reach customers will be notified of scheduled work by letter.

Customers will be notified immediately of any schedule changes.

Clean jobsite at the end of the work day.

Work standards

All work will be done in accordance with published program requirements.

Work will be done as specified in the specifications provided by Semcac.

All work shall be in compliance with Standard Work Specifications (SWS) as found at: <https://sws.nrel.gov/>.

All work done will be documented in the State Weatherization Assistant system

Contractor will supply sufficient staff and material to complete each job in a timely manner.

Timely completion

Jobs shall be completed within 10 days of issuance.

Jobs must be returned within 15 days in one of the following categories:

Complete Job done and passed inspection

Work not possible Work cannot be done because of safety, health or structural problems. Semcac inspector must agree these conditions exist.

Work not scheduled Customer could not be reached or would not agree to have work scheduled. Contractor must document efforts to schedule the job.

Walkaway Policy

We must reserve the right to decline service in cases of health and safety hazards (for example: *environmental reasons*) or when Contractors are subject to dangerous situations. These households may be referred to an existing network of agencies to address their needs.

Change orders

Change orders must be submitted with a bid and approved by a Semcac Weatherization auditor.

A conflict between the work ordered, the bid and actual conditions on-site will be resolved by a Semcac auditor.

Semcac will not pay for any unapproved work.

We encourage consultation with our staff and requests for change orders will have priority with Semcac auditors.

Inspection

All work will be inspected by Semcac before payment is issued.

Repeated requests for inspection when work and documentation are obviously incomplete will be an important factor in the periodic reassessment of Contractor qualifications and the allocation of jobs.

Rework

If a Semcac auditor calls for rework, the Contractor will have 5 days to complete the rework.

The number of jobs requiring rework will be an important factor in the periodic reassessment of Contractor qualifications and the allocation of jobs.

The rework form will be used to track and document unsatisfactory work.

Invoices

Invoices for completed jobs will be processed when the following documentation is complete:

- Completion Certification including readings
- Copies of any needed permits if required
- Lien waiver
- Itemized Invoice with labor & materials broken out

Professional behavior/ Work style

Work area is to be kept safe and clean.

Contractor will clean up unit's interior when work is done.

Contractor will remove debris and trash from all areas of each job.

Contractor's employees will maintain a professional appearance on the job site. Tank tops are not permitted.

Contractor's employees will maintain professional behavior on the job site.

Evaluation of Contractor

Contractor's qualification will be re-assessed periodically based, in part, on the following considerations:

- Timely completion of work

- Quality of work

- Need for rework

- Adherence to administrative procedures

- Professional behavior on the work site

- Professional appearance on the work site

EXHIBIT B

Semcac Weatherization Mechanical Contractor Agreement Contractor Site Access Policy

Purpose:

In order to provide and maintain a safe, secure workplace, promote the health and welfare of its employees, protect its public image as well as its physical assets, and preserve a good relationship with its customers, Semcac, has established access requirements for all Contractors, subcontractors, and their employees.

Definitions

- “Contractor” – Any contractor, including independent contractors and subcontractor.
- “Employee” – Any employee of a contractor.

Pre-Access Requirements

Contractors and their employees requiring access to Semcac property or assets, and/or who are acting as a representative of the Semcac, and/or who have access to Semcac confidential and proprietary information, must complete and pass a background check and drug test prior to being granted Semcac (physical or cyber) access, under the following parameters:

- Contractor Responsibilities
 - It is the Contractor’s responsibility to arrange for background checks and drug tests for their employees, through the vendor of their choice.
 - All costs associated with these site access requirements will be the responsibility of the Contractor, including any wages or other payments that are part of a collective bargaining agreement.
 - The Contractor will determine and certify, to the Semcac, their employee’s eligibility to perform work for Semcac, consistent with the parameters of this policy.
- Criminal Background Check
 - Background checks will include:
 - a social security number (SSN) verification
 - a national criminal scan
 - county criminal searches to include the county of current residence and the county of current or most recent employment
 - A repeat background check is required when a Contractor’s employee leaves their employ and is rehired after a six month or more absence.
 - Contractors are responsible for re-evaluating an employee’s site access when they become 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 worker from the site.
 - The following factors are of particular concern to Semcac and shall be closely scrutinized by the Contractor in determining eligibility of their employees for Semcac site access:
 - Drug use, manufacturing, trafficking, sale or intent to sell/distribute;
 - Major 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;
 - Any other conviction substantially related to the job;

- Drug Testing
 - At a minimum, a five (5) panel drug test will be completed by a SAMHSA certified testing facility.
 - Drug testing parameters will follow Department of Transportation (“DOT”) guidelines
 - Anyone testing positive or any test deemed to be positive, under DOT guidelines will be ineligible to perform any future work under a Semcac contract.
 - A repeat drug test is required when a Contractor’s employee leaves their employ and is rehired after a six month or more absence.

Working Visitor Access

Contractors and Trade Unions are expected to adhere to the Pre-Access Requirements as stated above. In certain situations it may be necessary to allow access to a site under the Working Visitor access provision. Semcac will consider requests for Working Visitor access based on the circumstances of the request. Working Visitor access may be revoked at any time at the sole discretion of Semcac.

- Working Visitor – Allows a person to perform work on a site, that is planned or unplanned, to be no more than, and does not extend beyond, five consecutive workdays or while awaiting the 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 representative need, mechanic for vehicle repair, etc.
 - Semcac is responsible for ensuring that a Working Visitor is escorted (shall Semcac and be aware of the Working Visitor’s whereabouts and activities) at all times, while on site, by a Contractor or Semcac employee. The Contractor has primary responsibility for escorting their employees in a Working Visitor status. A Contractor employee, that has been issued a picture keycard, may act as an escort for their employees. An Integrys employee may also be an escort.
 - When work unexpectedly has to extend beyond the five day limit, a background check and drug test must be initiated. Working Visitor access will remain in affect until the background check and drug test have been completed and approved.

Post Access Drug Testing Requirements

- Reasonable Suspicion Testing
 - When there is reasonable suspicion to believe a Contractor or its employee is in possession of or under the influence of alcohol or another illegal drug while working under a Semcac contract, the Contractor shall evaluate the employee’s behavior and conduct a drug and alcohol test accordingly. “Reasonable suspicion” is a belief based on behavioral observations or other evidence, sufficient to lead a prudent or reasonable person to suspect an individual is “under the influence” and exhibits such traits as slurred speech, inappropriate behavior, decreased motor skills, etc.
 - 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.
 - Anyone who was removed from Semcac property for “reasonable suspicion” testing will not be eligible to return until the Contractor certifies that the employee tested negative for both drugs and alcohol.
 - Anyone with a test deemed to be positive will be ineligible for any further or future work with Semcac.

Post Incident Testing

- Contractors will be required to undergo drug and alcohol testing when involved in or causing a work related accident while working under contract with Semcac, where the contractor was

operating or helping to operate machinery, equipment, or vehicles involved in a work related accident which resulted in medical care, treatment, or property/equipment damage.

- 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.
- Anyone involved in an incident, may continue working (except in those cases where reasonable suspicion” testing is also warranted) but will require escorted access until the Contractor certifies that the employee tested negative for both drugs and alcohol.
- Anyone with a test deemed to be positive will be ineligible for any further or future work with Semcac.

Special Project Considerations

When the needs of a project warrant modification to these testing parameters and/or where a Project Labor Agreement (“PLA”) or other collective bargaining agreement exists or is negotiated, a project specific policy will dictate the site access requirements.

Enforcement:

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

Semcac reserves the right, at its sole discretion, to refuse site access to anyone.

Semcac reserves the right to audit and/or interview any and all contractor and subcontractor records and/or employees for compliance with the terms and conditions of this policy.

Failure to meet the terms and conditions of this policy, including any violations of the policy, may result in termination of contract.