



**RAMSEY/WASHINGTON
RECYCLING & ENERGY**
CONNECTING VALUE TO WASTE

Request for Proposals (RFP) for **Engineering Services**

RFP release date: July 27, 2026

Submission due date: September 6, 2026

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1. Introduction

The purpose of this RFP is to seek proposals for Engineering Services for Ramsey/Washington Recycling & Energy (R&E). Proposers' responses will be evaluated and ranked based on the criteria described in this RFP. Engineering Services are broken down into two categories:

- 1) General Engineering Services related to R&E, including strategic and programmatic efforts.
- 2) Engineering Services specific to the R&E Center located in Newport.

Respondents may return proposals for one or both of the specified engineering areas. Respondents may also partner with another Contractor and submit a combined response. If a service is available that meets R&E needs, R&E may then enter into additional budget discussions and a contract with the selected proposer(s). R&E may potentially award one contract for both areas of engineering services, or separate contracts for each for a total potential of two contracts resulting from this RFP.

R&E is anticipating awarding a contract or contracts for an initial term of three years, with the potential for renewals to total up to a five-year term.

1.1. Background Information

R&E is a public joint powers board between Ramsey and Washington counties in Minnesota. R&E is responsible for administering solid waste programs for residents and businesses in both counties. Combined, the two counties are home to over 800,000 residents and over 27,000 businesses. R&E provides programs and resources to help residents and businesses reduce waste and improve recycling, following the Minnesota waste hierarchy.

With a partnership of over 40 years, Ramsey and Washington counties have made a bold pivot in thinking about solid waste, recognizing the potential value in the materials that are put in the trash and shifting the view from "waste" to "resource." The economic, environmental and community benefits of this resource can be realized only through a comprehensive waste system that seeks to recover that value. This resulted in the 2015 purchase of the Ramsey/Washington Recycling & Energy Center in Newport, MN.

In owning the facility and requiring all trash generated in Ramsey and Washington counties be managed there, the counties are better positioned to capture the resource value of waste and find higher, better use for waste materials. In fulfilling this vision, Ramsey and Washington counties, through R&E, will maximize the recovery of resources, reduce greenhouse gas emissions and divert as much as possible from landfills.

In 2025, the R&E Board adopted its first [five-year strategic plan](#). R&E's efforts are guided by its governing documents, mission and vision statements and the [Ramsey County](#) and [Washington County](#) Solid Waste Management Plans. As R&E has expanded its scope and responsibilities in recent years, additional strategic planning to guide major decisions on direction, alignment and resource allocation was needed. The 2025-2030 plan, consisting of both new initiatives and continuous improvement projects, identifies critical efforts that aim to drive R&E's effectiveness in delivering the strategies of the counties' waste plans.

1.2. R&E Authorized Representative

The R&E Authorized Representative for this RFP is James Redmond: jredmond@recyclingandenergy.org.

1.3. Schedule

R&E anticipates the following schedule; however, unforeseen circumstances may arise resulting in modification of the schedule below. Significant changes will likely result in changes to the remaining components of the schedule and will be published in an addendum to the RFP.

The Pre-Solicitation Conference will take place at the Admin Building at the R&E Facility, located at 100 Red Rock Road in Newport, Minnesota.

Schedule	Due Date
RFP Release Date	July 27, 2026
Pre-Solicitation Conference	August 6, 2026 at 11:00 AM
Questions Due	August 13, 2026 at 4:00 PM, CST
Addendum Release Date	August 20, 2026
Proposals Due	September 6, 2026 at 4:00 PM, CST
Notification of Award	October 9, 2026
Commencement Date	Between Mid-November, 2026 and January 1, 2027

2. Scope of Services

The successful Contractor will have the ability to perform the functions below. As stated above, Contractors may provide a response to provide services for all engineering services outlined below, or for either the services related to R&E Strategic and Programmatic Efforts or services related to the R&E Center. Should a Contractor provide a proposal for both areas of service, R&E reserves the right to contemplate a contract award for only one of the proposed areas. Contractors are encouraged to highlight any services for which they possess particularly notable qualifications.

For activities related to R&E Strategic and Programmatic Efforts, that Contractor shall provide the following services as requested:

- ***Solid Waste Management Research and Evaluation***
 - Research, data collection, analysis and planning related to strategic solid waste topics and issues, such as waste reduction, reuse, recyclables/organics collection, education/behavior change, sustainable materials management, material flow, transfer, materials marketing and end use. Activities may include studying feasibility, trends, financial/economic impact, environmental impact, equity, scalability and similar.
 - Research emerging topics and issues.
 - Data management and assistance with development of reports, recommendations, visualizations, presentations and tools.
 - Procurement and monitoring assistance for services related to comprehensive R&E programs and efforts (e.g., food scrap collection, BizRecycling).
- ***Upstream Efforts Assistance***
 - Support of upstream efforts through data collection/management/mapping, planning, partnership development, implementation and monitoring of priority programs, such as wasted food, compost, bulky or hard to process items (e.g., mattresses), construction and demolition debris, textiles and industrial waste.

- Support of R&E staff on the community roll-out and operation of the Food Scraps Pickup Program (FSPP), such as supporting GIS-based data management and tracking, vendor procurement, coordination and strategic management.
- Recommendations on the management of certain waste streams, such as collection, logistics, processing and end markets.
- Technical expertise and facilitation services related to communications, outreach, education and engagement efforts.
- ***Future Technology***
 - Identification and monitoring of current and emerging solid waste management technologies that align with R&E's strategic plans and values.
 - Analysis, evaluation and knowledge-building of technologies that process waste streams generated in Ramsey and Washington counties (e.g., anaerobic digestion, waste-to-energy, gasification, pyrolysis, advanced recycling, etc.).
 - Research, analysis and support of future materials management and end markets, such as organics, refuse-derived fuel (RDF) and components thereof (process residue, plastics, etc.).
 - Outreach and relationship-building with existing and potential partners, such as through site visits to facilities and conference attendance.
- ***Policy & Planning***
 - Assistance with development, execution and tracking of strategic efforts to implement Ramsey and Washington counties' solid waste management plans and R&E Strategic Plan.
 - Assistance with public policy monitoring and plan development for state and regional requirements and goals, such as in the Metropolitan Policy Plan, 75% recycling goal for Twin Cities metropolitan counties and 2040 carbon free energy standard.
 - Assistance with development, analysis and implementation of existing and potential extended producer responsibility programs and requirements (e.g., packaging, batteries, electronics, mattresses, textiles, etc.).
 - Assistance with evaluation, planning and implementation of regional governance frameworks for solid waste management.
- ***Other Duties As Requested***

For activities specifically related to the R&E Center, the Contractor shall provide the following engineering services upon request:

- ***Odor Control***
 - Ongoing odor monitoring.
 - Analysis of odor control technologies.
 - Assistance with communications about odor.
- ***Delivery of Waste & Materials Marketing***
 - Assistance with monitoring waste-to-energy capacity, managing outlets for RDF, Xcel Fuel Supply Agreement and advising on strategic approaches related to that agreement.
 - Monitoring waste deliveries by haulers and designation compliance.
 - Data management and presentation of facility-related data.
 - Procurement assistance, such as for waste hauler agreements, transfer station agreements and landfill agreements.

- Recommendations on the management of certain waste streams delivered to the R&E Center, including bulky waste, construction and demolition debris and industrial waste.
- Exploration, analysis, estimation and tracking related to sale of materials captured from RDF production, the recyclables recovery and organics recovery (food scrap bags and organic-rich materials).
- ***R&E Center Operational Assistance***
 - Processing equipment design, planning, modification and construction oversight and assistance, including estimates and technical expertise on processing systems.
 - Assistance with transportation and transfer stations issues, such as with FSPP.
 - Conducting testing and evaluation of operational elements, such as regular food scrap bag quality control, waste stream characterization, contamination and purity observation/studies.
 - Permitting and reporting.
 - Preparation and revision of standard operating procedures (SOPs).
 - Assistance with safety reviews and safety protocol development.
 - Assistance with facility-related information systems technology and support for R&E's contracted information technology services.
 - Assistance with establishing a metro green energy campus, such as technology evaluation, permitting, materials management integration and/or related efforts.
 - Technical assistance with management of RDF processing equipment and facility operations.
- ***Other Duties As Requested***

2.1. Other Requirements

Proposers shall document and validate the capability to fully perform all of the requirements included in this RFP, and at all times maintain any and all licensing and certifications as may be required.

3. Proposal Content

The following will be considered minimum contents of the proposal and must be submitted:

3.1. Cover Letter

Introduce the Contractor submitting the proposal and state the Contractor's understanding of the services. Include name, address, telephone number, and email address of the contact person(s), as well as the names of any others participating in the proposal.

3.2. Qualifications and Experience

Provide demonstrated qualifications and experience that proves the ability to perform the services and meet the requirements of this RFP.

3.3. Fee Schedule

Provide all costs associated with the proposed contract for services in a complete and understandable form. Hourly rates by position assigned to this contract, as well as rates for materials supplied either on a per item or cost+ basis, is preferred.

3.4. References

Provide three references for organizations who are or have recently utilized your services that are similar in size and with similar needs as R&E. Include agency name, contact name, email address, phone number, and a brief description of the services you provide.

3.5. Attachment A – R&E’s Standard Terms and Conditions

Submit a signed Attachment A as the Contractor to whom the contract is awarded shall be required to comply with the terms and conditions contained therein.

3.6. Conflict of Interest

The Contractor must identify any potential conflict of interest it may have with R&E or any other party or entity that may be affected by the terms of this RFP and responsive proposals. The Contractor agrees that, should any conflict or potential conflict of interest become known, it will immediately notify R&E of the conflict or potential conflict, and will advise R&E whether it will or will not resign from the other engagement or representation. Unless waived by R&E, a conflict or potential conflict may, in R&E's discretion, require withdrawal or rejection of the Contractor’s proposal.

3.7. Non Collusion

Contractors shall not enter into an agreement, participate in any collusion, or otherwise take any action in restraint of free competition in connection with this solicitation or any contract which may result from its acceptance, including actions involving other contractors, competitors, R&E staff, R&E Board Members, Ramsey County, or Washington County staff. Evidence of such activity will result in rejection of the solicitation response.

4. Proposal Submittal

The proposal must be combined as one document and the font shall be no smaller than 11-point. All proposals must include Proposal Content set forth in Section 3 and be sent electronically via email to the R&E Authorized Representative named in Section 1.2. The subject line of the email must be clearly marked with the title of this RFP and received by R&E no later than that date and time listed in Section 1.3 above, or the date and time listed in the Addenda if the submission date has been extended. Late submittals will not be considered. It is Contractor’s sole responsibility to ensure delivery of the Proposal to R&E by the deadline.

All proposals, once submitted, become the property of R&E. They will not be returned to the Contractor. Submission of a proposal indicates acceptance by the Contractor of the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted and confirmed in the contract between R&E and the selected Contractor.

5. Proposal Evaluation and Selection

R&E will evaluate the information the Contractor provides in response to this RFP. The first step will consist of a review to determine which proposals comply with all mandatory submission requirements. Non-compliant proposals will, subject to the express and implied rights of R&E, be disqualified and not evaluated further. Step two will consist of scoring each compliant response based on the evaluation criteria below.

5.1. Evaluation Committee

The evaluation committee consists of representatives of R&E.

5.2. Evaluation Criteria

The criteria and assigned weight on which proposals will be evaluated are:

1. Contractor Qualifications
 - a. The proposer's experience and qualifications in providing similar services
2. Demonstrated Understanding and Proposed Approach
 - a. Completeness and clarity of response
 - b. Clear understanding of R&E's goals and needs
 - c. Clear understanding of work tasks
 - d. Ability to complete projects in a timely manner
3. Cost Allocation
4. References

5.3. Interview/Presentation

During the evaluation process, the evaluation committee may at its discretion request that Contractors interview or provide a presentation to the evaluation committee. Not all Contractors may be selected for interviews/presentations.

5.4. Final Selection

The Contractor(s) with the highest evaluated score will be considered. Following notification of selected Contractor(s), and the submission by the contractor(s) of the required documentation, including a W-9, certificate of insurance, and any other required documentation, it is expected a contract will be executed between both parties by the date listed in Section 1.3.

5.5. Conditions of this RFP

- This RFP process does not obligate R&E to award a contract or complete the services.
- R&E reserves the right to waive any minor irregularities.
- R&E reserves the right to reject any or all proposals.
- R&E reserves the right to request additional information or clarifications from Contractors.
- R&E reserves the right to interview any, all, or none of the Contractors.
- R&E reserves the right to enter into a contract with more than one Contractor.
- If the RFP process concludes by withdrawal, cancellation or rejection of all proposals, R&E reserves the right to issue another RFP for this service.
- R&E shall not be liable for any expenses incurred by the Contractor including but not limited to expenses associated with the preparation and submission of the proposal.
- Proposals submitted become a matter of public record, including all pricing information. All data collected, created, received, maintained, or disseminated for any purposes by the activities of the Contractor because of this RFP is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing such Act now in force or as adopted, as well as Federal Regulations on data privacy.

6. Proposal Questions

To notify R&E of any inconsistency or ambiguity in this RFP and for all questions pertaining to this RFP, all questions and notifications must be sent via e-mail by Addendum Release Date listed in Section 1.3 above to the R&E Authorized Representative: James Redmond, jredmond@recyclingandenergy.org.

Only written questions and notifications will receive responses. R&E reserves the right to disregard questions received after the Addendum Release Date. An addendum will be issued through the same communication medium as this RFP was originally distributed.

Attachment A – R&E’s Standard Terms and Conditions

A contract will be prepared by R&E upon selection of a firm. The following provisions must be included in any contract and are non-negotiable.

I. Cost And Payment

The Contractor will provide to R&E clear documentation of work completed, dates of work, and location of work. Contractor invoice(s) will reflect charges in accordance with the Cost Proposal provided. Contractor invoice(s) will be paid within 30 days of receipt of the invoices providing proper documentation is presented. Payments made under this Contract shall be in the form of Automated Clearing House (ACH), check, or Electronic Funds Transfer (EFT). R&E may withhold payment for failure to provide service to comply with any of the provisions of this agreement; no interest penalty shall accrue against R&E.

Unless otherwise agreed to in advance, charges such as, but not limited to, mileage reimbursement, fuel, trip or parking charges, consumable incidental materials, etc. shall be included in the Contractor’s overhead and included on the Cost Proposal provided. These charges will not be reimbursed if labeled as “miscellaneous charges.”

II. Nondiscrimination

The Contractor agrees to comply with the nondiscrimination provision set forth in Minnesota Statute § 181.59 and not discriminate on the basis of race, creed, color, or national origin. The Contractor’s failure to comply with this requirement may result in cancellation or termination of the Contract, and all money due or to become due under the Contract may be forfeited for a second or any subsequent violation of the terms or conditions of this Contract.

III. Compliance with Law

The Contractor shall comply with all applicable Federal law, State statutes, Federal and State regulations, and local ordinances now in effect or adopted during the performance of the services herein until completion of said services. Failure to meet the requirements of the above shall be a substantial breach of the Contract and will be cause for cancellation of this Contract.

IV. Possession of Firearms on R&E Premises

Unless specifically required by the terms of this Contract or the person it is subject to an exception provided by 18 USC §§ 926B or 926C (LEOSA) no provider of services pursuant to this Contract or subcontractors shall carry or possess a firearm on R&E premises or while acting on behalf of R&E pursuant to the terms of this Contract. Violation of this provision is grounds for immediate suspension or termination of this Contract.

V. Subcontracting and Assignment

The Contractor shall not enter into any subcontract for performance of any services contemplated under this Contract; nor novate or assign any interest in the Contract, without the prior written approval of R&E. Any assignment or novation may be made subject to such conditions and provisions as R&E may impose, including ensuring that subcontractors are abiding by R&E’s Conflict of Interest policy. If the Contractor subcontracts the obligations under this Contract, the Contractor shall be responsible for the performance of all obligations by the subcontractors.

VI. Subcontractor Prompt Payment

Pursuant to Minnesota Statute § 471.425, subd. 4a., Contractor shall pay any subcontractors within 10 days of the Contractor's receipt of payment from R&E for undisputed services provided by the subcontractor. The Contractor shall pay interest of 1½ percent per month, or any part of a month, to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the Contractor shall pay the actual penalty due to the subcontractor. The subcontractor shall have third party rights under this Contract to enforce this provision.

VII. Data Practices

All data collected, created, received, maintained, or disseminated for any purpose by the activities of the Contractor, because of this Contract shall be governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 (Act), as amended and the Rules implementing the Act now in force or as amended. The Contractor is subject to the requirements of the Act and Rules and must comply with those requirements as if it is a governmental entity. The remedies contained in section 13.08 of the Act shall apply to the Contractor.

VIII. Audits, Reports, Records and Monitoring Procedures/Records Availability & Retention

Contractor's books, records, documents, and accounting procedures and practices, and other evidence relevant to this audit clause are subject to the examination, duplication, transcription and audit by R&E and either the Legislative or State Auditor, pursuant to Minn. Stat. § 16C.05. The Contractor agrees to maintain books, records, documents, accounting procedures and practices, and other evidence relevant to this audit clause for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period.

IX. Indemnification

The Contractor agrees it will defend, indemnify, and hold harmless R&E, its officers and employees against any and all liability, loss, costs, damages, and expenses which R&E, its officers, or employees may hereafter sustain, incur, or be required to pay arising out of the negligent or willful acts or omissions of the Contractor in the performance of this Contract.

X. Insurance Requirements

The Contractor agrees that it will at all times during the term of this Contract, keep in force the following insurance protection in the limits specified:

- A. Commercial General Liability with Contractual liability coverage in the amount of \$1,500,000 per occurrence with a \$3,000,000 aggregate. An excess or umbrella liability policy may be used in conjunction with primary coverage limits to meet the minimum limit requirements.
- B. Professional Liability coverage in the amount of \$2,000,000 per wrongful act or claim with a \$4,000,000 annual aggregate.
- C. Cyber Liability coverage in the amount of \$2,000,000 per wrongful act or occurrence with a \$4,000,000 annual aggregate.
- D. Automobile coverage in the amount of \$1,500,000 on a combined single limit basis and include hired and non-owned.
- E. Worker's Compensation in statutory amount (if applicable) of bodily injury by accident in the amount of \$500,000 each accident, bodily injury by disease in the amount of \$500,000 each employee, and bodily injury by disease in the amount of \$500,000 policy limit.

R&E shall be listed as additional insured as it relates to Commercial General Liability and Automobile Liability.

Prior to the effective date of this Contract, the Contractor will furnish R&E with a current and valid proof of insurance certificate indicating insurance coverage in the amounts required by this Contract. This certificate of insurance shall be on file with R&E throughout the term of the Contract. As a condition subsequent to this Contract, Contractor shall ensure that the certificate of insurance provided to R&E will at all times be current. The parties agree that failure by the Contractor to maintain a current certificate of insurance with R&E shall be a substantial breach of the Contract and payments on the Contract shall be withheld by R&E until a certificate of insurance showing current insurance coverage in amounts required by the Contract is provided to R&E.

Any policy obtained and maintained under this clause shall provide that it shall not be cancelled, materially changed, or not renewed without thirty days' notice thereof to R&E.

XI. Independent Contractor

Nothing within the Contract is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties or as constituting the Contractor as the agent, representative, or employee of R&E for any purpose or in any manner whatsoever. The Contractor is to be and shall remain an independent Contractor with respect to all services performed under this Contract.

The Contractor will secure, at its own expense, all personnel required in performing services under the Contract. Any and all personnel of the Contractor or other persons, while engaged in the performance of any work or services required by the Contractor under this Contract shall have no Contractual relationship with R&E and shall not be considered employees of R&E.

XII. Termination by R&E for Convenience

R&E may terminate the Contract at any time and for any reason by providing the Contractor written notice of such termination. Upon such termination the Contractor shall be entitled to compensation for work activities in accordance with the Contract which were incurred prior to termination.

XIII. Termination by R&E for Cause

R&E may immediately terminate the Contract if R&E determines that the Contractor has failed to comply with any of the provisions of the Contract, for breach or default. Termination will be in writing setting forth the manner in which the Contractor is in default.

R&E, in its sole discretion, may allow the Contractor a reasonable period of time not to exceed ten (10) days, in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to R&E's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from R&E setting forth the nature of said breach or default, R&E shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude R&E from also pursuing all available remedies against Contractor and its sureties for said breach or default.

XIV. Contractor Debarment, Suspension and Responsibility Certification

Federal Regulation 45 CFR 92.35 prohibits R&E from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minnesota

Statutes, Section 16C.03, subdivision 2, provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to Contract with R&E. Contractors may be suspended or debarred when it is determined through a duly authorized hearing process, that they have abused the public trust in a serious manner. By signing this Contract, the Contractor certifies that it and its principals* and employees:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state, or local governmental department or agency; and
- B. Have not within a three year-period preceding this Contract: 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state, or local government) transaction or Contract, 2) violated any federal or state antitrust statutes, or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and are not presently indicted or otherwise criminally or civilly charged by a governmental entity for:
 - a. commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state, or local government) transaction,
 - b. violating any federal or state antitrust statutes, or
 - c. committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
- C. Are not aware of any information and possess no knowledge that any subcontractor(s), that will perform work pursuant to this Contract, are in violation of any of the certifications set forth above; and
- D. Shall immediately give written notice to the Contract manager should the Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining or performing a public (federal, state, or local government) transaction, violating any federal or state antitrust statute, or committing embezzlement, theft, forgery, bribery, falsification of records, making false statements, or receiving stolen property.

*Principals, for the purpose of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of subsidiary division or business segment, and similar positions).

XV. Conflict of Interest

Contractor affirms that, to the best of its knowledge, this Contract does not present a conflict of interest with any party or entity, which may be affected by the terms of this Contract. The Contractor agrees that, should any conflict or potential conflict of interest become known, it will immediately notify R&E of the conflict or potential conflict, and will advise R&E whether it will or will not resign from the other engagement or representation. Unless waived by R&E, a conflict or potential conflict may, in R&E's discretion, be cause for cancellation or termination of this Contract.

XVI. Vendor/Contractor Information Technology Usage Agreement

All Contractors having access to R&E information technology resources in the course of their work for R&E will be required to sign R&E Vendor/Contractor Information Technology Usage Agreement.

XVII. Safety

The Contractor must comply with all state and federal Occupational Safety and Health regulations and laws.

This includes but is not limited to employee right to know concerning all materials classified by Occupational Safety and Health Administration (OSHA) as hazardous. All chemical dispensers/applicators will be clearly marked showing contents. All Material Safety Data Sheets (MSDS) relating to all chemicals shall be displayed where chemicals are stored. Any chemicals used in R&E buildings or in the performance of R&E projects shall have an MSDS which will be given to R&E before any work begins. Any spillage of chemicals shall be reported immediately to R&E and appropriate reporting agencies (i.e., MPCA). Report any problems, breakage, fires, etc., immediately to R&E.

Contractor shall remove all supplies, chemicals, etc., from R&E premises that were used to perform services and dispose of them properly. There will be no disposing of supplies and chemicals on R&E property. There will be no loaning of R&E tools and/or equipment to Contractors from R&E staff.

Drinking of alcoholic beverages, using of controlled substances (drugs) or being under the influence of drugs or alcohol is expressly prohibited. Refrain from smoking of any substance in or about R&E buildings.

XVIII. Security & Privacy

The Contractor is responsible to close, secure, and lock all doors in R&E facilities when services are performed after normal R&E hours or when no R&E personnel are present. While Contractors are working in R&E buildings, Contractor must sign in/out on a daily basis in addition to wearing a badge. Contractor should produce sufficient identification.

The Contractor agrees to take any precautions necessary to maintain security of R&E buildings and privacy of data found throughout R&E buildings or on R&E premises. All questions concerning security issues will be reported to R&E immediately upon discovery.

XIX. Jurisdiction & Venue

This Contract, amendments, and supplements thereto, shall be governed by the laws of the State of Minnesota. All actions brought under this Contract shall be brought exclusively in Minnesota State Courts of competent jurisdiction with venue in Ramsey County.

XX. Modifications

Any material alteration, modification, variations, or additional tasks to this Contract shall be reduced to writing as an amendment and signed by the parties. Any alterations, modifications, variations, or additional tasks deemed not to be material by Contract of R&E and the Contractor shall not require written approval.

XXI. Merger

It is understood and agreed that the entire Contract of the parties is contained herein and that this Contract supersedes all oral agreements and negotiations between the parties relating to this subject matter. All items referred to in this Contract are incorporated or attached and deemed to be part of this Contract. In the event of any conflict, contradiction, or ambiguity between the terms and conditions of this Contract and any other document(s) incorporated by reference to this Contract, the terms and conditions of this Contract shall prevail.

XXII. Counterparts and Electronic Signatures

This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. An electronic signature or electronic

record of this Contract shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract for all purposes.

Contractor Acknowledgment

Signature: _____ **Date:** _____

Name: _____ **(Please print or type)**